

Notice Inviting Tender

SUPPLY OF MANPOWER FOR CHEMICAL LABORATORY, PROCESS ENGINEERING AND PRODUCTION AT RFCL, RAMAGUNDAM FOR A PERIOD OF TWO YEARS

Ref. No. : RFCL/LAB/2026-27/Manpower Contract

Date: 01/10/2026



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers and Chemicals Limited
(A joint venture Company)
Fertilizer City, Ramagundam– 505 210
Peddapalli (Distt)Telangana State
Email: rfcl.ramagundam@rfcl.co.in

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Ramagundam Fertilizers And Chemicals Limited

रामगुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

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

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

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

LETTER INVITING BID

Ref. No. : RFCL/LAB/2026-27/MANPOWER CONTRACT

Date: 01/10/2026

To

Subject : NIT for "Supply of Manpower for Chemical Laboratory, Process Engineering and Production at RFCL, Ramagundam for a period of two years."

Tender in two -bid system is invited for the subject work as mentioned below:

1	Name of Work	Tender for "Supply of Manpower for Chemical Laboratory, Process Engineering and Production At RFCL, Ramagundam for a period of two years."
2	Earnest Money Deposit (EMD) Tender received without EMD is liable to be rejected.	Bidder to submit Earnest Money of ₹ 1,00,000/- (Rupees One Lakh Only) in the form of crossed Demand Draft, issued by any scheduled/ Nationalized bank except rural and cooperative bank, in favor of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam. In case party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.
3	Estimated Value of the work	-
4	Validity of Tenders	120 days from the date of opening of tender / Technical Bids for acceptance
5	Contract Period	Two years from the date of award of work
6	Last date and time of Receipt of Tenders	Up to 12:00 Hrs on 12/10/2026
7	Date and time of Opening of Tenders	At 12:00 Hrs 13/10/2026
8	Place of receipt and Opening of Tenders	Office of Sr. Manager (Chemical Lab), Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam, Peddapalli Dist., Telangana- 505210

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Bidder's Initial & Seal



9. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Sr. Manager (Chemical Lab), RFCL, Ramagundam at least 7 (Seven) days prior to the closing date of the tender.
10. The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
11. The rates should be quoted for the complete Scope of Work as per Proforma "Schedule of Rates." The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of technical bid for the acceptance.
12. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.
13. The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
14. RFCL reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case-to-case basis.
15. Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
16. Submission of Tender:
 - A. The bidder shall upload one set of Tender document and NIT duly signed on each page as token of acceptance of all terms and conditions.
 - B. The bidder shall upload scanned copy of Crossed Demand Draft/ RTGS / NEFT towards EMD.
 - C. The Original Demand Draft (DD)/ Bank Guarantee of EMD should reach Ramagundam at following address before opening of Techno commercial bid:
AGM (TS),
Ramagundam Fertilizers and Chemicals Limited,
Fertilizers City, Ramagundam – 505 210,
District: Peddapalli (Telangana)
 - D. The price bid filled as per given format of "Schedule of Rates", shall be uploaded.
 - E. EMD can be deposited in RFCL's account through RTGS/NEFT & details of the transaction with UTR No. to be submitted along with technical bid for verification.

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

Beneficiary Name:	M/S RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
Bank's Name:	STATE BANK OF INDIA
Branch:	FERTILIZER CITY, RAMAGUNDAM (61777)
Account Number:	36727029257
IFSC Number:	SBIN0061777

Alternatively, the bidder can submit the EMD in the form of Bank Guarantee Format of EMD-BG. The charges, if any, for online payment or DD or BG submission of EMD, will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD



- F. Price Bids of only those technically suitable and acceptable bidders will be opened electronically later the date & time intimated to the bidder.
- G. Decision of RFCL in this regard shall be final and binding on all bidders.
18. Evaluation of offer shall be on overall L-1 basis i.e., lowest landed cost to RFCL.
 19. All pages shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorisation, 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.
 20. No condition or deviation should be mentioned by tenderer in Price Bid. Price bid with any condition or deviation shall liable to be rejected.
 21. 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.
 22. 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 offers submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
 23. 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.
 24. RFCL reserves the right to postpone the tender opening date and /or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
 25. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happen to be a holiday / closed day, the tender will be received and opened on the next working day.
 26. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
 27. The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
 28. 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.
 29. RFCL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
 30. The personnel of the contractor shall not enter in any unlawful activity within the premises of RFCL and have a good character.
 31. 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.
 32. 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.



33. 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.
34. If a tenderer resorts to any frivolous, malicious, or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years
35. 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.
36. Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'offer' and their derivatives [Bidder/ Tenderer, Bid/Tender/Offer etc.] are synonymous.
37. "Bidder shall not be affiliated with a firm or entity:
- 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 form a part of.
- OR
- That has been hired (proposed to be hired) by the RFCL as an Engineer/ Consultant for the contract."
38. Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in the attached Annexure.
39. 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."
40. 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 finalisation of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
41. RFCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL thereunder."
42. These letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.



43. The Tender shall be addressed to AGM (TS), Ramagundam Fertilizers and Chemicals Limited, Fertilizer city, Ramagundam – 505 210, Telangana.
44. Tenderer shall submit the full particulars of their institution along with experience. The following documents are to be submitted with the tender failing which the tender will be liable for rejection:
1. Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.
 2. Certified copy of GST Registration No. along with documentary proof thereof. In case bidders covered under un-registered category, necessary undertaking must be submitted along with the bid.
 3. Documentary proof for PF Registration Number
 4. Documentary proof for ESI Registration Number.
 5. Power of Attorney in the name of person, who has signed the Tender Documents.
 6. Supporting documents as per the Eligibility Criteria.
 7. Labour License Certificate/ Undertaking on company letterhead regarding Labour License submission.
 8. Any other documents as per tender.
 9. Copy of cancelled cheque
 10. Copy of MSME/NSIC valid certificate (if applicable).
45. In case of GeM Tendering, Bid Submission and Evaluation shall be done in accordance with GeM guidelines.

Yours faithfully,

For and on behalf

Ramagundam Fertilizers and Chemicals Limited.

Durgam Satyanarayana
AGM (TS)

for. 

MAYANK TIWARI
SENIOR MANAGER (CHEMICAL LAB)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam, Dist. Peddapalli-505210 (T S)



SCOPE OF WORK

SCOPE OF WORK FOR UNSKILLED MANPOWER

Qualification: Minimum qualification for the work is primary education. Personnel must be literate and capable of reading, writing, and understanding instructions issued by RFCL officers. Preference shall be given to personnel having exposure to industrial environments or similar manpower contracts. No experience restriction for higher-qualified personnel.

The scope of work includes, but is not limited to, the following activities. The contractor shall provide unskilled manpower for carrying out the jobs listed below.

1. Housekeeping- Central Lab, MCR Lab & other Lab buildings in Plant

A. General Cleaning

1. Sweeping, mopping, and disinfecting of laboratories, offices, corridors, passages, common areas etc.
2. Cleaning of floors, tiles, skirting, doors, shelves, windows (internal and external), and removal of cobwebs.
3. Removal of wild vegetation around the buildings.
4. Any other incidental or miscellaneous housekeeping activities required for proper upkeep and hygiene, as instructed by RFCL.
5. The frequency of cleaning shall be at least two (02) times per day and additional cleaning shall be carried out as and when required to maintain proper hygiene and cleanliness depending upon site conditions and operational requirements, as directed by RFCL.

B. Washroom Cleaning

1. Cleaning and disinfection of toilet bowls (inside and outside), seats,, urinals, wash basins, floors, walls, mirrors, fixtures and accessories.
2. Emptying of bins, replacement of liners, and provision of hand wash, fresheners, and hygiene consumables.
3. Sweeping, mopping, and disinfecting washroom floors and approach areas.
4. The frequency of cleaning shall be at least two (02) times per day and additional cleaning shall be carried out as and when required to maintain proper hygiene and cleanliness depending upon site conditions and operational requirements, as directed by RFCL.
5. **Separate and dedicated manpower shall be deployed exclusively for washroom cleaning with adequate hygiene awareness.**

C. Outdoor Area Upkeep

1. Grass cutting, trimming, and cleaning of green areas, pathways, and open spaces in and around the Central Lab buildings, including removal of weeds and disposal of waste as directed by RFCL.

2. Laboratory Support

1. Cleaning of glassware, plasticware, and other items used in laboratory operations.
2. Cleaning and wiping of laboratory working slabs/benches.



3. Assistance in handling and transfer of various lab solutions and chemicals etc. as required.
4. Cleaning and routine upkeep of laboratory equipment under supervision of RFCL officer.
5. Assistance to chemists in routine laboratory operations such as handling, lifting, shaking, movement of glassware (beakers, conicals, etc.) and other related support work, as instructed.

3. Sampling Activities

1. Collection, transportation, and disposal (post-analysis) of various samples (Solid, Liquid or Gas) from plant or any other location inside or outside of plant as per company requirement, under the supervision of RFCL officer.
2. The contractor shall arrange three (03) bicycles for collection of samples from various locations in plant. The contractor shall be solely responsible for maintaining the bicycles in good working condition. In case any bicycle is not maintained in running condition, a penalty of ₹100 per bicycle per day shall be imposed after a grace period of two (02) days.
3. Collection of HDPE bag samples and further processing of sample preparation (cutting, ravelling etc.) and as per requirement under RFCL supervision.
4. Assistance in mounting, hooking, and removing HDPE sample strips in the Tensile Testing Machine during testing operations, under RFCL supervision.
5. Assistance in carrying and transporting laboratory instruments/equipment to plant areas for field analysis, under RFCL supervision.
6. Assistance in transportation and installation of Ambient Air Monitoring Machines to various locations in or outside of plant area as per company requirement.

4. Handling & Logistics

1. Handling, loading/unloading, and shifting of gas cylinders (N₂, H₂, He, N₂O, Acetylene, LPG, etc.) to proper location under RFCL supervision.
2. Handling and movement of chemicals, consumables, and laboratory materials within plant premises as required.
3. Collection and delivery of official files, documents, log books, and records between departments

5. Consumables, Tools & Materials

1. The Contractor shall supply all required cleaning materials, consumables, tools, and equipment necessary for the execution of the scope of work. In case of failure to supply the same, RFCL shall procure the required items at actual cost plus 25% overhead charges, and the amount shall be recovered from the Contractor's RA bill.
2. The Contractor shall quote the profit margin in the Schedule of Rates (SOR) considering that the quoted rates shall be inclusive of the cost of all cleaning materials, tools for upkeep of laboratories, and all tools and consumables required for execution of the scope of work.
3. All items mentioned above shall be brought to the site by the Contractor and verified by the RFCL Officer-in-Charge. The list of regular items along with their approximate quantities is provided below for reference. **However, the items and their quantities may vary depending on operational requirements.**
4. The Contractor shall supply items of the brands specified in the list or their approved equivalent. Where the brand is not specified, the items shall be of reputed and standard make, subject to approval by the RFCL Officer-in-Charge. Any item found to be defective, damaged, or broken due to inferior or poor



quality shall be replaced immediately by the Contractor at his own cost with an item of reputed make, to the satisfaction of the RFCL Officer-in-Charge.

SN	Item Description	Brand	Approx. Quantity	Frequency
1	Floor Cleaner	Lizol	8 L	Monthly
2	Toilet Cleaner	Harpic Power plus	2 L	Monthly
3	Bathroom Cleaner	Harpic	1 L	Monthly
4	Naphthalene Balls	Any Reputed brand	1 pkt (600g)	Monthly
5	Glass cleaner	Collin	1 L	Monthly
6	Hand wash Liquid	Dettol/Lifebuoy/Medimix	8 L	Monthly
7	Coconut Broom	Any Reputed brand	1 Nos.	Monthly
8	Dusbin bags (40-50 L)	Any Reputed brand	1 pkt (30 pcs.)	Monthly
9	Broom Stick	Gala or Scotch-Brite	1 Nos.	Quarterly
10	Double Sided/hockey Toilet Brush (Large)	Gala or Scotch-Brite	1 Nos.	Quarterly
11	Sink Cleaning Brush	Gala or Scotch-Brite	1 Nos.	Quarterly
12	Dry Cotton Dusting/Cleaning Cloth (16 x 24 inch)	Any Reputed brand	20 Nos.	Quarterly
13	Long Wiper	Gala or Scotch-Brite	1 Nos.	Quarterly
14	Twin Bucket Spin Mop	Gala or Scotch-Brite	1 Nos.	Quarterly
15	Bucket 20 L	Gala/Milton	1 Nos.	Quarterly
16	Mug 1L	Gala/Milton	1 Nos.	Quarterly
17	PVC Floor Mat (Anti Slip, Water absorbing) (2x4 feet)	Any Reputed brand	15 Nos.	Annually
18	Cobweb Brush with long Rod	Any Reputed brand	1 Nos.	Annually
19	Swing Lid Garbage Waste Dustbin (40-50 L)	Any Reputed brand	3 Nos.	Annually
20	Open plastic dustbin (5-10 L)	Any Reputed brand	5 Nos.	Annually
21	Plastic pedal dustbin (5-10 L)	Any Reputed brand	5 Nos.	Annually
22	Brushtile Hardy Brush or Scrubber with Long Handle	Gala or Scotch-Brite	2 Nos.	Annually



6. Compliance & Other Works

1. Contractor shall supply necessary safety tools like Safety Shoes, Helmet, Gloves and Safety Goggles and earplugs to all contract workers.
2. Quantum of sampling and associated work may increase or decrease depending upon plant operational requirements.
3. Contractor shall get certified for each cleaning cycle of the day by shift in charge/ RFCL representative.
4. Any other official labour-related work connected with company operations, laboratory functioning, or allied activities shall be carried out by the Contractor as instructed by RFCL officers from time to time, within the overall scope of the contract.



SCOPE OF WORK FOR SKILLED MANPOWER:

The scope of work includes, but is not limited to, the following activities. Quantum of associated work may increase or decrease depending upon plant operational requirements. **Contractor shall supply necessary safety tools like Safety Shoes, Helmet, Gloves and Safety Goggles and earplugs to all contract workers.**

Chemical Lab:

Qualification: Regular B.Sc. in Chemistry (Preference will be given to person with industrial experience)

1. Collection, transportation, and disposal (post-analysis) of various samples (Solid, Liquid or Gas) from plant or any other location inside or outside of plant as per company requirement.
2. Assisting RFCL officer in various laboratory analysis of water, gas, raw materials, environment etc. as per requirement and schedule.
3. General maintenance of laboratory equipment/instrument under supervision of RFCL officer.
4. Preparation of solutions and reagents for laboratory under supervision of RFCL officer.
5. Any other related or associated jobs, which may arise in the laboratory as per requirement.

Bagging Plant:

Qualification: Regular B.Sc. or Polytechnic Diploma in Chemical/Mechanical (Preference will be given to person with industrial experience)

1. Monitoring & operation of equipment and processes in the assigned area in accordance with operating instructions.
2. Maintain the plant parameters in safe conditions. Carry out instructions to regulate operating conditions as necessary.
3. Carry out regular monitoring of equipment performance and inform the Panel Operator of abnormal noises, vibrations, leaks etc.
4. Record details of the plant operations.
5. Plant operation works assigned by the RFCL Engineer In-Charge on time to time
6. Any other related/associated jobs, which may arise in the plant as per requirement.

Process Engineering:

Qualification: Regular B.A. or B.Com or B.Sc. (Preference will be given to person with computer)

1. Monitor the Noise levels around the Plant and nearby villages
2. Recording of readings across all plants from field monitors/displays
3. Collection of online readings pertaining to pollution control board compliance i.e., Stacks emission (UB, HRSG, Primary reformer etc.), Ambient air monitoring stations & ETP/STP etc.
4. Plant visit to verify ETP/ STP running status and Data Entry related to EMC
5. Daily update of CPCB Boards & TS Dept. Documentation (File, photocopy etc.)



Schedule of Rates

Category	Minimum Wages Per Day	ESI @ 3.25 % of Min. Wages	EPF @ 13 % of Min. Wages	Bonus @ 8.33 % of Min. Wages	Leave Payment @ 5 % of Min. Wages	Total Wages Per Day	Total Manpower
	(₹)	(₹)	(₹)	(₹)	(₹)	(₹)	(₹)
Skilled	781.00	25.38	101.53	65.06	39.05	1012.02	13.00
Unskilled	556.00	18.07	72.28	46.31	27.80	720.46	15.00
Total Amount for 24 months for Skilled Manpower (1012.02 x 13 x 26 x 24)						82,09,504.62	
Total Amount for 24 months for Unskilled Manpower (720.46 x 15 x 26 x 24)						67,43,550.53	
Total Amount for 24 NH/GH for Skilled Manpower (1012.02 x 13 x 24)						3,15,750.18	
Total Amount for 24 NH/GH for Unskilled Manpower (720.46 x 15 x 24)						2,59,367.33	
Total OT Amount for Skilled Manpower (201.60 x 3600)						7,25,744.25	
Total OT Amount for Unskilled Manpower (143.52 x 2500)						3,58,793.75	
Total Amount before Service Charge						1,66,12,710.65	
Service Charge/Profit Margin in percentage (%) (To be filled in figure)							
Service Charge/Profit Margin in percentage (%) (To be filled in words)							
Amount of Service Charge/Profit Margin (To be filled in figure)							
Amount of Service Charge/Profit Margin (To be filled in words)							
Total Contract Amount Including Service Charge (To be filled in figure)							
Total Contract Amount Including Service Charge(To be filled in words)							

Note:

The rates above indicated are based on minimum wages notifications dated 30/03/2026 w.e.f. 01.04.2026. As per GOI order File NO.1/6(3)/2025-LS-II dated 30/03/2026 any changes in the above rates/minimum wages after the issue of tender, the same will be given at the time of actual execution of contract as escalation or de-escalation.



Rates for overtime				
Category	Minimum Wages Per Day	Wages Per OT Hour (Wages/8)*2	ESI @ 3.25 % of Min. Wages	Total OT per Hour
	(₹)	(₹)	(₹)	(₹)
Skilled	781.00	195.25	6.35	201.60
Unskilled	556.00	139.00	4.52	143.52

Note: Payment of overtime shall be done on actual basis only.

Important Points to be Considered While Filling the Schedule of Rates (SOR) and Profit Margin

1. Bidder's bid should be workable and price bids quoting "Nil" consideration or "Zero percent (Zero percent includes all derivatives of Zero up to 3.85) or Negative percent and thereof as contractor's profit margin/service charge will be rejected summarily. Further bidder shall quote percentage up to two (2) decimal points only. If the bidder quotes more than two decimal points, then up to two decimal points only be considered without rounding up.
2. While quoting service charge/profit margin, bidder may also consider applicable TDS (GST and Income tax) to be deducted from RA bills.
3. The **manpower quantity indicated in the SOR is tentative** and may vary depending on operational requirements. Payment shall be made based on actual deployment.
4. Bids having less than current minimum wages and not fulfilling the related statutory requirements are to be rejected.
5. ESI shall be applicable as per the guidelines issued by concerned agency/ministry. Presently ESI coverage shall be applicable only to workers whose monthly wages (Basic+DA+Retaining Allowance, if any) are up to ₹ 21,000 (₹ 25,000 for PwD)
6. For workers not covered under ESI, the contractor shall obtain and **maintain a valid Employee's Compensation Insurance Policy** to cover all statutory liabilities under the applicable laws.
7. The Contractor shall quote the **profit margin in SOR (Schedule of Rates) considering the fact that he has to provide 03 Nos. of Bicycles, housekeeping materials, tools and Consumables** required for upkeep of Labs & washrooms as mentioned in Scope of work.
8. The rates to be quoted by the party, should be inclusive of **all duties, taxes, levies, professional tax, entry tax etc. but excluding GST**. The GST will be extra and as applicable to be quoted separately as per price bid.



ELIGIBILITY CRITERIA

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



3.	The bidder should have successfully completed "Similar Works" with performance and completion Certificate, during the last seven years ending last day of previous month in which NIT has been issued. Definition of "<u>SIMILAR WORK</u>" Similar work means supply of Highly skilled/skilled/semi-skilled/unskilled manpower in Oil & Gas, Petrochemical, Refinery, Fertiliser, Metal, Chemical and Power generation industries.	The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following: a) Three similar works of not less than ₹ 33.23 lakhs excluding GST (Or) b) Two works of not less than ₹ 41.53 lakhs excluding GST (Or) c) One work not less than ₹ 66.45 lakhs excluding GST (*) For Startup Companies a) Three works of not less than ₹ 24.92 lakhs excluding GST. (Or) b) Two works of not less than ₹ 33.23 lakhs excluding GST. (Or) c) One work not less than ₹ 53.99 lakhs excluding GST. (As defined by Department for Industrial Policy and Promotion) Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion. Note: Completed Similar works means award of WO and completion of same in stipulated period.
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4.	The average Annual turnover of the bidder during the last three financial years shall not be less than ₹ 24.92 lakhs excluding GST in last three financial year (*) For Startup Companies Average Annual turnover of the bidder shall not be less than ₹ 20.77 lakhs excluding GST. (As defined by Department for Industrial Policy and Promotion)	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c with UDIN of chartered Accountant for the last three financial on 31st March of the previous financial year. (FY 2023-24, 2024-25 & 2025-26) In case the bidder do not fall under the ambit of statutory audit and do not have audited annual reports/audited balance sheets and Profit & Loss statements, shall submit a statement indicating year wise turnover certified by Statutory Auditor/ practicing Chartered accountant with UDIN. *For startup companies, bidder shall submit financial standing through Audited Balance sheet/ Profit & Loss Account for minimum one Financial Year
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NOTE :

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of ₹10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership, deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.



5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
8. In case company A is merged with company B, then company B would get the credentials of company A also."

**Signature of the Tenderer /
Contractor with Seal**

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EVALUATION CRITERIA

1. The contract shall be awarded on Composite L – 1 basis. However, in case, it is found that L–1 tenderer has quoted non-workable rates for one / more items due to which they become L–1, RFCL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderers are required to quote their rates of the respective item of work as per the “UNIT” of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the “UNIT”, the such quoted rates of the contractor with the changed “UNIT” shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website. In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However, where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly. However, revision in prices, if any, may be through Add-on/ reduction on account of change in terms/conditions and/ or technical specifications w.r.t original price bid submitted by all the eligible before opening of original price bid. While evaluating the offer, the impact of add-on/reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.
5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:-
 - a. When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b. When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
7. Evaluation of the tender shall be based on overall lowest and negotiations to be held with L-1(or H-1, if applicable). Efforts can be made to match individual item rates during negotiations with common



lowest rates. Further, evaluation of the tender shall not be based on L-1 for a group of items only. It should be ensured that the L-1 party remains L-1 during actual execution of the contract.

In case of the tie of total evaluated value of two or more bidders, the L-1 parties shall be asked to provide maximum discount and whosoever provides the maximum discount shall be awarded. In case even after discount there are multiple L-1 bidders, in such a case, lottery/draw system may be considered.

9. In case of GeM Tendering, Bid Submission and Evaluation shall be done in accordance with GeM guidelines.

A handwritten signature in black ink, appearing to be 'J. M. B.', with a long horizontal stroke extending to the right.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. The Contractor shall mobilize at site within seven (07) days from the date of issue of the Work Order or Letter of Award (LOA), whichever is earlier. However, in case of urgent operational requirement, the Contractor shall be required to mobilize at site within three (03) days from the date of award/intimation.
2. The deployed manpower may be required to work on round-the-clock basis in General Shift as well as A/B/C shifts, at any time of the day and on any day including Sundays and Holidays, depending upon the operational requirements of RFCL. The Contractor shall ensure availability of manpower accordingly. The Contractor shall take this requirement into consideration while quoting the rates, and no extra payment or claim shall be admissible on this account.
3. The rates shall remain uniform for all hours of the day on a round-the-clock basis, excluding Holidays. However, in certain cases, based on operational requirements and on the instruction of the Officer-In-Charge, the Contractor may be required to retain or deploy manpower (skilled/unskilled) on overtime to meet the work requirements of RFCL. Any work for less than 30 minutes may not be covered under overtime.
4. Payment shall be made on man-days basis only for the actual manpower deployed and services rendered, duly verified and certified by the concerned RFCL Officer-in-Charge. Payment for working on Paid Holidays shall be processed as per norms prevailing at RFCL, Ramagundam.
5. The requirement and deployment of manpower (skilled/unskilled) under this contract shall be purely need-based and may vary depending upon operational and site requirements. RFCL reserves the right to decrease the number of deployed manpower during contract period. The Contractor shall not be entitled to any claim or compensation on account of such variation, and payment shall be made only for the actual manpower deployed and services rendered.
6. The extension of contract can be given on the same rates, terms & conditions for a period of three months at sole discretion of RFCL.
7. GTCC clause no. 25 is not applicable for the contract. Defect Liability Period for this contract shall be 60 Days from the actual date of completion of work.
8. All jobs shall be carried out in accordance with the applicable safety norms and procedures under the instructions of the Officer-In-Charge and Safety Authorities. The Contractor shall ensure provision and use of necessary personal protective equipment (PPE) for the workers at the job site, including Safety Helmets, Safety Shoes, Safety Goggles, Ear Plugs, and Hand Gloves.
9. The Contractor or the Site-In-Charge shall remain available on call and be reachable at all times during the contract period. He shall report to the site whenever required by the Officer-In-Charge. The Contractor shall ensure that adequate manpower is available in the vicinity of RFCL-Ramagundam or can be mobilized at short notice to meet any urgent operational requirements.
10. There shall be no provision of leave reliever under this contract. In the event of leave availed by any deployed workman, the Contractor shall ensure that the work is managed with the existing manpower without any disruption of services. **Replacement shall be provided only in cases of prolonged leave** and with the prior approval of the Officer-in-Charge.
11. 3 No's of Bicycle shall be arranged by the contractor to collect samples from various locations in plant. The contractor shall be solely responsible for maintaining the bicycles in good working condition.



12. The Contractor shall supply all required cleaning materials, consumables, tools, and equipment necessary for the execution of the scope of work. In case of failure to supply the same, RFCL shall procure the required items at actual cost plus 25% overhead charges, and the amount shall be recovered from the Contractor's RA bill.
13. Penalty:
1. The Contractor shall arrange suitable replacement only in cases where a workman proceeds on prolonged leave and the assigned work cannot be managed with the existing deployed manpower. In such cases, failure to provide replacement resulting in disruption of services shall attract a penalty of ₹500/- (Rupees Five Hundred only) per day per workman beyond the permissible days of absence, subject to a maximum of ₹5000/- in one stretch. However, the total penalty during the contract period shall not exceed 10% of the total executed contract value.
 2. The Contractor shall be responsible to arrange Gate-Pass to service persons engaged by him for entering into office premises under scope of work as per procedures laid down by RFCL from time to time. In case, services are not provided due to absence of persons on account of non-availability or renewal of Gate-Pass, Penalty shall be levied as above.
 3. The contractor shall be solely responsible for maintaining the bicycles in good working condition. In case any bicycle is not maintained in running condition, a penalty of ₹100 per bicycle per day shall be imposed after a grace period of Seven (07) days.
12. In case, any worker/supervisor is not acceptable to Officer-in-Charge on account of his lack of skill/competence, misbehaviour or otherwise, he has to be replaced by the contractor with suitable/acceptable hand.
13. ESI shall be applicable as per the guidelines issued by concerned agency/ministry. Presently ESI coverage shall be applicable only to workers whose monthly wages (Basic+DA+Retaining Allowance, if any) are up to ₹ 21,000 (₹ 25,000 for PwD)
14. For workers not covered under ESI, the contractor shall obtain and maintain a valid Employee's Compensation Insurance Policy to cover all statutory liabilities under the applicable laws.
15. Startups:
- The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the Tender document. The quality and technical parameters are not to be diluted. The exemption from submission of EMD may also be provided to all 'start-up' as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)., For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
16. MSME:
1. The Procurement Policy for Micro and Small Enterprises, 2012 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 are available on the MSME website. This policy is also applicable to procurement of Services.



- II. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
- a) District Industries Centres;
 - b) Khadi and Village Industries Commission;
 - c) Khadi and Village Industries Board;
 - d) Coir Board;
 - e) National Small Industries Corporation;
 - f) Directorate of Handicraft and Handloom; and
 - g) Any other body specified by the Ministry of MSME.
- III. For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSE has started Udyam Registration Certificate which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small enterprises (MSEs) who are having Udyam Registration Certificate should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- IV. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, except Works Contracts, subject to furnishing of relevant valid certificate for claiming exemption.
- V. Chapter-V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.
- VI. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L-1+15 (Fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty five) per cent of total tendered value. A sub-target of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.
- VII. Within this 25% (Twenty-Five per cent) quantity, a purchase preference of Four per cent (that is, 20 (Twenty) per cent out of 25 (Twenty Five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L-1 price). Provided that, in event of failure of such SC/ ST MSE to participate in tender process or meet tender requirements and L-1 price, Four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:
- a. In case of proprietary MSE, proprietor(s) shall be SC/ST
 - b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit
 - c. In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.



- VIII. In the opinion of Ministry of MSME, in case of tender item is non-splittable or non-dividable, etc. MSE quoting price within price band $L-1+15\%$ (Fifteen per cent) may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE, in terms of sub-para vi) above.
- IX. This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.



DEFINITIONS OF TERMS

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

1. "The OWNER" means the RAMAGUNDAM FERTILIZERS & CHEMICAL LIMITED (RFCL)., incorporated in India, having its corporate office at 4th Floor, Wing- A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh Pin Code-201301.
 "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
 "The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company, including a consortium (that is association of several persons, or firms or companies) participating in the procurement process with a procuring entity.
 "Notice Inviting Tenders(NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure goods, services and/ or works.
2. The "OFFICER-IN-CHARGE (OIC)" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Tender Notice, General Instructions to the Tender, General Terms and Conditions of Contract, Special Terms and Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company who's Tender has been accepted by RFCL with the Concurrence of Owner and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.



10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Officer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Officer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Officer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
15. The "PERIOD OF LIABILITY (DEFECT)" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER/ DETAILED LETTER OF ACCEPTANCE, whichever is earlier.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" means Special Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
 - a) Scope of Work /Technical Terms and Conditions
 - b) Special Terms and Conditions
 - c) General Terms and Conditions (GTC/GTCC)
19. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
20. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20171;
21. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;
22. "Competent Authority" means the officer (s) who have been delegated the financial powers to approve the decision.



23. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures
24. "Enlistment" means including the name of the contractor in the list of after verification of credentials.
25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance
26. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the procuring entity inviting offers for pre-qualification from prospective bidders;
27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders
28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent³.
29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017⁴
30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids or along with tender, the bidders that are qualified to participate in the procurement;
31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of- i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity's Documents relevant to the context (Codes, Manuals and Standard/ Model Bidding Documents);
33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;



34. "Procuring Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favourable bids during a scheduled period of time and automatic evaluation of bids;
37. "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;
39. "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.



General Terms and Conditions of Contract

1. The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
2. Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability. All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
3. Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available. RFCL may allot land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.
4. The contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
5. Sub-Contracting: Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL). If sub-contracting is allowed by Owner in full or part, the contractor shall be solely responsible for paying each Sub-Contractor and any other person to whom any amount is due from Contractor for services, materials or supplies otherwise related to the Work. Contractor shall take all reasonable steps and actions to ensure that such services have been or will be properly performed. Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Sub Contractor. The responsibility of successful completion of work by sub-contractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
6. PAYMENT OF TAXES AND DUTIES
 1. The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
 2. The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra.
 3. Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to RFCL's account. Any subsequent change in the rate of GST shall be to RFCL's account during contractual period only.
 4. The Total Contract Value shall be inclusive of all applicable taxes, duties, levies etc. except GST.



- a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RFCL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.
 - b) RFCL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.
 - c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/ assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/ debit note as the case may be in the manner specified in the Act, failing which RFCL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.
 - d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to RFCL, then RFCL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.
5. Liability of RFCL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
 6. Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
 7. As per GST, the liability towards payment of GST lies with the service provider, so RFCL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (RFCL) shall comply with the same as the service receiver.
 7. The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever, except where escalation clause is specifically mentioned in the tender document.
 8. All Statutory Provision shall be followed and applicable even if occurred after placement of W.O. but did not exit at the time of Tender. However additional statutory implication levied by State / Central Govt after last date of submission bid shall be to RFCL account and shall be reimbursed on submission of proof of payment by the Contractor
 9. The Tenderer should make a deposit of Earnest Money and Tender Fees as per Tender Documents by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam. The Earnest Money and Tender Fees shall not be accepted in any other form except specified. The Earnest Money and Tender Fees should accompany the Tender in separate Envelope



without which tender may not be opened and it may be considered as rejected. The EMD may be forfeited and appropriated by RFCL without prejudice to any other right or remedy to RFCL under the following conditions:

- a) If a Bidder withdraws his Bid during the validity or agreed extension of validity period 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) In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement.
- d) In the case of a successful Bidder fails to furnish Security Deposit /Performance Guarantee.
- e) If bidder is delisted/debarred or blacklisted by RFCL. The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

9.1 Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by E-mail.

In the event of Owner seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of Owner seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

10. The following tenders will be liable to summary rejection:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tenders, which contain uncalled for remarks or any alternative additional conditions.
- d) Offer received after schedule date & time of submitting the offer would be out rightly rejected.

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

11. If the Tenderer has relations whether by blood or otherwise with any of the employees (including employees on deputation) of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them.(In case any ex-employee of RFCL is employed, furnish details separately).

12. The contractor may employ such employees/ labours as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The contractor shall abide by all rules, laws



and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, RFCL shall be entitled to claim, demand or compensation from the contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.

13. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
14. The Contractor shall be liable to the company for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.
15. The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
16. The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final
17. Quantum of Job: Estimated value of work has been worked out on technical assessment / on the basis of job executed in past. RFCL will not give any guarantee for minimum billing, minimum quantum of work during the period / currency of the contract.
18. RISK AND COST: 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 notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% + applicable GST to the Contractor.
19. VALIDITY OF THE CONTRACT:- The Contract shall remain valid for a period as specified in STC/NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 7 days be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
20. FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or



representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost 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.

21. LOSS TO PLANT DURING EXECUTION: Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.
22. RFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.
23. If the rate for the additional altered or substituted work is specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.
 - a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.
 - b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost as per clause no. 1.21.0 of General Terms and Conditions.

24. Security Deposit:

The contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value / / Works order value excluding taxes. Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 15 days of the issue of the letter of acceptance by the successful tenderer. EMD



can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value excluding taxes. In case work is split between two or more parties, SD shall be submitted based on the value of split order. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The Successful bidder can furnish Performance Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by RFCL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for Contract period plus defect liability period plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank STATE BANK OF INDIA, Branch: FERTILIZER CITY, RAMAGUNDAM (61777), Account Number: 36727029257, IFSC Number: SBIN0061777, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention RFCL beneficiary code as RFCLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV

25. Period of liability (Defect Liability Period) :

Defect liability period of works shall be 12 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, RFCL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by RFCL shall be adjusted towards the said Security Deposit and / or any other due lying with RFCL

26. PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a) Measurement and Billing:

All measurement shall be in Metric System. All the works shall be measured jointly by Representatives of Engineer In charge and Contractor's authorized agent. Such measurement will be got recorded in measurement book/sheet by the Engineer-in-charge or the authorized representative and signed in token of acceptance by the Contractor or his authorized representative. The Contractor will submit a bill in approved Performa in Triplicate to the Engineer-in-charge of the



work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month.

b) Running Account Payments:

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

c) Completion Certificate/Final Bill:

The Engineer In-charge shall normally issue to the Contractor the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respects in accordance with the instructions, specifications of contract documents. The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be on the basis of the final measurements entered in the measurement books/sheets. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract such bill to be drawn up after applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall 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 along with Final

d) Final Certificate:

Within 15 days of Contractors application made after the expiry of the period of defect liability provided in clause 24.0 here of and satisfaction of all liabilities of the Contractor in respect there of the Engineer In-charge that the Contractor has performed the obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities, notwithstanding issue of completion certificate or payment of the final bill by RFCL.

27. Terms of Payment:

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by RFCL, complete in all respects. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/ WO after receipt of bill completed in all respect. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/ WO , whichever is earlier.
- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches),Place of branch, Branch Code (IFSC CODE-II digits) to enable RFCL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) RFCL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS–GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be



made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

e) The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan(along with ECR and payment confirmation receipt).

f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.

g) In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:

1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labour of the contractor have been returned alternatively no objection certificate may be provided from CISF.

2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.

3. Return of empty packing material, scrap and unconsumed material issued by RFCL.

4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.

5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and RFCL will stands indemnified against any such claim/ demand made in future.

6. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:

a. Undertaking for compliance of the labour laws in the prescribed format

b. No claim certificate in the format approved by RFCL

c. No dues certificate form respective sections.

d. Self-attested copy of the ESI challan along with contribution history, separately for this contract.

e. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.

f. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format

g. Self-attested copy of the wage sheet, attendance record, employee register and Loan/ recovery in revised format of A,B,C&D.

h. Return of Gate passes issued by RFCL / NOC from RFCL

28. PRESERVATION OF FREE ISSUE MATERIAL: All materials issued to the contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, Any damage/losses suffered on account of noncompliance with the requirement stipulated herein shall be considered as



losses suffered due to wilful negligence on the part of the contractor and he shall be liable to compensate RFCL for the losses suffered at panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

29. Scrap Allowance (For Free Issue Material only):

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

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

30. Issue of material from RFCL:

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

31. Issue of Gas Cylinder:

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

- Invoice price of gas.
- Rent for each Cylinder per day.
- Department charges.
- Cost of collection and return of empty Cylinder.

32. Material Transportation:

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

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

34. ENGINEER-IN-CHARGE: The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the



proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

35. 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 relating to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent authority civil jurisdiction in this behalf at Peddapalli (Telangana state) /New Delhi in case of CO/CMO where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such action(s) and / or proceeding (s) to the exclusion of all other courts.

36. CONCILIATION & ARBITRATION:

(i) FOR INDIAN PARTIES

Any dispute or difference 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 shall 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. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below: A written notice shall be given by the contractor invoking arbitration to RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED through Designated Authority (CMD / Functional Directors/ Unit Head). 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. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed ₹ 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.

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.

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.



The Seat and venue of Arbitration shall be at Delhi/Ramagundam, Peddapalli District

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.

(ii) Arbitration for Foreign Vendors /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 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 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.

(iii) Arbitration for CPSEs and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22- 05-2018.

37. CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

The contractor shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer- in-charge.

38. SAFETY REGULATION:

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

This will however not relieve the contractor of any statutory obligation. The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by RFCL free of cost. For any default / accident / loss due to negligence of Contractor or its workers, the liability of Contractor shall be "Absolute liability".

39. CONTRACTOR TO EXECUTE AGREEMENT:



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

40. BIDDER TO ACQUAINT HIMSELF FULLY

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

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

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

41. PAYMENT FOR PREPARATION OF BID DOCUMENT: The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

41.1 TERMINATION OF CONTRACT

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

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

- (i) 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.
- (ii) Abandons the work
- (iii) Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
- (iv) Persistently fails to adhere to the agreed program of work.
- (v) Sublets the work in whole or in part thereof without Company's consent in writing.
- (vi) Performance is not satisfactory or work is abnormally delayed.



- (vii) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- (viii) Conceals any material information or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

41.2 CONSEQUENCES OF TERMINATION

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

- (i) RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- (ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- (iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- (iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.
- (v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

41.3 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.

42. RIGHTS OF OWNER

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

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



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

The extension of completion date shall also be subject to the right of RFCL to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under this work order/contract may be considered only if extension is due to delay on the part of RFCL .

Any extension of time given under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract. The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition, the contractor shall ensure that the Labour license, Insurance policy is renewed from time to time at his cost during the extended period of contract till the completion of the project.

44. CONTINUED PERFORMANCE: The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
45. Intellectual Property Right : The Contractor shall fully indemnify RFCL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.
46. Contractor's Obligations w.r.t. personnel deployed and labor related compliance:

- a) The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Compensation Act 1923 (in the absence of coverage of employees under Employee State Insurance Act, 1948), Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other



law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

- b) The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep RFCL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify RFCL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and RFCL shall have no liability whatsoever on this account.
- c) In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same within the stipulated time as per EPF act. The contractor shall timely apply and obtain requisite labour licenses & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
- d) The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of RFCL for any purpose whatsoever.
- e) The Contractor shall pay minimum wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government as per minimum wages act from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enroll/cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 15th of the following month in case of depositions under ESI Act).
- f) The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Labour Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.
- g) The contractor shall on monthly basis submit a certified stamped copy of wage sheet in prescribed formats along-with bank transaction details besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare Fund. The contractor shall also



submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards RFCL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ RFCL has to be ensured for smooth clearance/ settlement of bills/payments.

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

47. Specifications and Drawings:

- (1) Adherence to Specifications and Drawings: The whole of the works shall be executed in conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for any loss to RFCL.
- (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the RFCL to the Contractor are deemed to be the property of RFCL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the RFCL on completion of the work or termination of the Contract.

48. Signing of "No Claim" Certificate:

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

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

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

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

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



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

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



DECLARATION FORM-I

To,
Issuing Authority
Ramagundam Fertilizers and Chemicals Ltd.
RFCL Site.

Subject: Tender No.----- Name of the contract: "SUPPLY OF MANPOWER FOR CHEMICAL LABORATORY, PROCESS ENGINEERING AND PRODUCTION AT RFCL, RAMAGUNDAM FOR A PERIOD OF TWO YEARS"

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 CHEMICAL LABORATORY, PROCESS ENGINEERING AND PRODUCTION AT RFCL, RAMAGUNDAM FOR A PERIOD OF TWO YEARS" work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

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

Bank A/c No.

Type Account (Current A/c or Saving A/c)

Name of the Bank

Address of the Bank & Branch

Branch Code:

IFSC Code

In case of acceptance of the tender by Ramagundam Fertilizers 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, RFCL Site.

Thanking you

Yours faithfully

Signature of the Tenderer /Contractor with Seal



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:

SN	Description			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO(If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self certified copy Of registration certificate to be submitted) Mention the category i.e. Micro/Small/ Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			



10	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted	
12	Tender cost amount, DD Number and Date	
13	EMD amount, DD Number and Date	

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

Signature of the Contractor/ Tenderer with SEAL

Place: -----

Dated: -----



DECLARATION FORM-III

To,
Issuing Authority
Ramagundam Fertilizers and Chemicals Ltd.
RFCL Site.

Subject: Tender No.----- Name of the contract: "SUPPLY OF MANPOWER FOR CHEMICAL LABORATORY, PROCESS ENGINEERING AND PRODUCTION AT RFCL, RAMAGUNDAM FOR A PERIOD OF TWO YEARS"

Dear Sir,

1	UNDERTAKING a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
2	ACCEPTANCE OF TENDER CONDITIONS I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
3	FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE With reference to your NIT No. -----dated----- and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from RFCL website, we are hereby enclosing a demand draft No. -----Dated ----- of (Bank) amounting to ₹ ----- (Rupees----- only), in favour of Ramagundam Fertilizers and Chemicals Limited, payable at ----- towards the cost of tender documents.



4	Labour License The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to RFCL, ----- before start of execution of contract work. Accordingly, we hereby give undertaking that: "As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of "Supply Of Manpower For Chemical Laboratory, Process Engineering And Production At Rfcl, Ramagundam For A Period Of Two Years" from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, ----- before start of execution of contract work".
5	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you

Yours faithfully

For & on behalf of Tenderer/Contractor

Signature of the Contractor/ Tenderer with SEAL

Place: -----

Dated: -----



REGISTRATION OF GST NUMBER

Requirement of GST Number:

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

UNDERTAKING

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

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

(Signature & stamp of bidder)



ANNEXURE-XII

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. _____ Dt. _____ of Ramagundam Fertilizers and Chemicals Ltd., _____ for the work of "Supply Of Manpower For Chemical Laboratory, Process Engineering And Production at RFCL, Ramagundam For A Period Of Two Years" . I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s as under:

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

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

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

DEPONENT

Dated: _____

VERIFICATION

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

DEPONENT

Place _____

Date: _____



Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

I, -----S/o Sh. -----resident
of-----do hereby solemnly
affirm and declare as under:

1. That on (date of start of business) I the deponent have started business under the name and style of Proprietorship as a sole proprietor and at present M/s ----- is a sole proprietorship firm.

2. That I am the sole proprietor of the firm named as ----- situated at ----- (full address of firm with pin code).

3 That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and RFCL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

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

DEPONENT

Place: -----

Date: -----



Integrity Pact

Revised Integrity Pact attached at the end of the document.

A handwritten signature in black ink, appearing to be 'J. M. B.' with a long horizontal stroke extending to the right.

A handwritten signature in black ink, appearing to be 'JMB' with a stylized flourish extending to the right.

A handwritten signature or set of initials, possibly "JMB", written in dark ink. The signature is stylized with a long horizontal stroke extending to the right.



PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

(On Stamp Paper issued in the Name of the Bank)

GUARANTEE No Dated

In consideration of the Ramagundam Fertilizers and Chemicals Limited, a Company incorporated under the Indian Companies Act and having its registered office at Scope Complex, Core No. III; 7, Institutional Area, Lodhi Road, New Delhi - 110003(hereinafter called RFCL) having agreed to advance a sum of ₹ (Rupees..... only) to M/s.....(Hereinafter called "CONTRACTOR") as.....% advance against WORK ORDER No..... Dated..... for ₹ (Rupees only).

We, (Bank), having its registered office at (Hereinafter referred to as the "BANK") do hereby undertake to pay immediately on demand by RFCL an amount not exceeding ₹

(Rupees..... only) [i.e. ₹..... as Principal Amount and ₹..... as Interest for Months]. RFCL can demand, against this Bank Guarantee, only an amount equivalent to an amount not adjusted by RFCL against the supplies by the contractor as per the WORK ORDER.

1. Bank does hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur immediately on a demand by RFCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable and the Bank will make the payment immediately without referring to CONTRACTOR.

2. The Bank further agrees that the guarantee herein contained shall remain or shall be released to the CONTRACTOR when the deliveries are completed or advance made towards works are fully adjusted bill of deliveries with earlier certification by RFCL.

3. We(Bank) further agree with the RFCL that RFCL shall have the fullest liberty without the Bank's consent and without effecting in any manner or obligations hereunder to vary any of the terms and conditions of the Work Order or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by RFCL against the Contractor and to forebear or enforce any of the terms and conditions relating to the Work Order No..... dated..... and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of RFCL or any indulgence by the RFCL to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving Bank.

4. We (Bank) further agree that it shall not revoke this guarantee during its currency of Guarantee except with the previous consent of RFCL in writing.

5. 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.

6. We (Bank) agree to extend the validity of the guarantee for the period(s) as asked for by M/s



7. Notwithstanding anything contained herein before, our total liability under this guarantee is restricted to ₹ (Rupees..... only) and shall remain in force until..... unless a demand or claim to enforce a claim under this guarantee is made against us in writing on or before the date i.e..... all rights of RFCL, under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

Dated:

Bank.....

(Corporate Seal of Bank)



SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. _____ made this day of _____ between a bank incorporated and having its registered office at (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Scope Complex, Core No. III; 7, Institutional Area, Lodhi Road, New Delhi - 110003 (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 ₹ _____

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 ₹ _____.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of ₹ _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to



secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

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

Dated this _day of 202----

(Indicate the name of the Bank with stamp)



BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), having its registered office at Scope Complex, Core No. 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 ₹ ----- (Rupees only).

1. We ----- Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to „RFCL“ an amount not exceeding ₹ ----- (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 ₹ ----- (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



CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----202 at----- (Place) BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), a Joint Venture Company of NFI, EIL and FCIL under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office Scope Complex, Core No. III; 7, institutional Area, Lodhi Road, New Delhi - 110003 and its Unit/ Office at (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

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

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. dated for total Contract value of ₹ ----- Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I**1.0 CONTRACT DOCUMENTS**

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

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

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

ARTICLE –2**2.0 SCOPE OF WORK**

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

ARTICLE-3**3.0 TERM**

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to Ramagundam Fertilizers and Chemicals Ltd. within a period of ----- months/year w.e.f.----- to ----- . The time mentioned herein shall be essence of the contract.



ARTICLE-4

4.0 TERMINATION OF CONTRACT

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

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

-Abandons the work

Or

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

Or

-Persistently fails to adhere to the agreed program of work

Or

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

Or

-Performance is not satisfactory or work is abnormally delayed

Or

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

Or

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

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

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

4.3 CONSEQUENCES OF TERMINATION

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

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

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



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

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

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

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

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

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

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

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

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

ARTICLE-7

7.1 ENTIRE CONTRACT

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



ARTICLE-8

8.0 NOTICE

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

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

ARTICLE-9

9.0 WAIVER

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

ARTICLE-10

10.0 NON-ASSIGNABILITY

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

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to Ramagundam Fertilizers and Chemicals Limited through Designated Authority(as mentioned in General Terms and Conditions).

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.

Where the claim including determination of interest, if any, being claimed, up to the date of commencement of arbitration exceeds Rs. Five crore, 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.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

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 SBI PLR/Base Rate applicable to RFCL on date of award of contract.

The seat and venue of arbitration shall be Delhi/Ramagundam, Peddapalli District.

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."

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."

11.3 For CPSEs and Government Department

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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.

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



SIGNED & DELIVERED

For and on behalf of
Ramagundam Fertilizers and Chemicals Ltd.,
(Owner)
(With Rubber Stamp)

Date:
Place:
In the Presence of:
Witness

1.
Signature-----

Name of Signatory -----

Address -----

2.
Signature-----
Name of Signatory -----
Address -----

SIGNED & DELIVERED

For and on behalf of
contractor
(With Rubber Stamp)

Date:
Place:
In the Presence of:
Witness

1. Signature -----

Name of Signatory -----

Address -----

2.
Signature -----
Name of Signatory -----
Address -----



Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- A. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- B. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, is not from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfil all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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



Public Procurement Policy for Micro and Small Enterprises (MSEs):**Reservation of specific items for procurement from Micro and Small Enterprises (MSE)**

To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure items reserved for procurement exclusively from MSE (presently 358 (three hundred and fifty-eight) items including eight items of Handicrafts) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. The latest list may be seen from the website of the MSME Ministry¹. Ministry of MSME has clarified that the laminated paper Gr.I,II and III are not covered under the paper conversion product (Sl.No.202) of the Public Procurement Policy². For locating the sources of such reserved items, NSIC may be contacted.

Public Procurement Policy for Micro and Small Enterprises (MSEs)

i. 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 website³.

ii. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

iii. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs.

However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.

- 1) To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications.

However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities⁴.

- 2) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- 3) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty five) per cent of total tendered value. The 25(twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4) Within this 25% (Twenty Five Per cent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) per cent is reserved



for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

iv. If subcontract is given to MSEs, it will be considered as procurement from MSEs.

v. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

vi. To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries / Departments / PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:

- a) Special Vendor Development Programmes/ Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
- b) Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation; and
- c) NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
- d) A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated / implemented by the NSIC under this Ministry.

vii. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

viii. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

ix. **Exemptions from the policy:** Given their unique nature, defence armament imports shall not be included in computing 25 (twenty five) per cent goal for Ministry of Defence.

In addition, defence equipment like weapon systems, missiles, etc. shall remain out of purview of such Policy of reservation. Monitoring of goals set under the policy will be done, in so far as they related to Defence sector, by Ministry of Defence itself in accordance with suitable procedures to be established by them.

x. To monitor the progress of procurement by Central Government Ministries/ Departments and CPSUs from MSEs, Ministry of MSME has launched the MSME 'Sambandh' Portal on 8th December, 2017 for uploading



procurement details by all CPSUs on a monthly and an annual basis which is regularly monitored by the Ministry.

xi. To redress the grievances of MSEs related to non-compliance of the Policy a Grievance cell named "CHAMPION Portal" has been set up in the Ministry of MSME.

Note:

- <http://www.dcmsme.gov.in/schemes/Listof358itemsReserved.pdf>
- Policy Circular No. 21(6)/2016-MA dated 26.05.2016
- <http://dcmsme.gov.in/pppm.htm.aspx>
- Notified vide OM No.F.20/2/2014-PPD(Pt.) issued by Department of Expenditure dated 29.09.2016.
- https://sambandh.msme.gov.in/PPP_Index.aspx

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



ANNEXURE-XXI

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;



- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. **SUBMISSION OF CERTIFICATE IN BIDS:** Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices|| of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. **PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**



Form-I

UNDERTAKING ON LETTERHEAD

To,
M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: TENDER NO:

Dear Sir,

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

(i) Not from such a country []

(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: TENDER NO:

Dear Sir

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

(i) not from such a country [☐]

(ii) if from such a country, has been registered [☐] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (por X) above).

We further certify that bidder M/s ----- (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



CHECKLIST FOR BIDDERS		
SN	Documents	Yes/No or N/A
1	Cost of Tender Documents: DD No. _____ Amount _____ Date _____ or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	EMD DD No. _____ Amount _____ Date _____ or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
3	Whether all the pages of tender documents are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form for Bidder's details is filled up?	
5	Whether Declaration form for Tender submission is filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for Partnership firm or Pvt. Ltd. / Pub. Ltd. Company) is Enclosed??	
8	Enclose latest Notarized Affidavit towards sole proprietorship of firm/ self-Attested Partnership deed or Incorporation Certificate of Company/ Article of Association/ Memorandum of Association as applicable	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self-attested copy of ESI Certificate	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Self-attested certificate towards Start-up enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. (If applicable)	
16	Total Turnover of the business in (FY 2022-23, 2023-24 & 2024-25) (Enclose copy of Audited Profit & Loss account and B/S for the Financial Years (FY 2022-23, 2023-24 & 2024-25)	
17	Give details of the major similar contracts handled by the tendering Company/ Firm/ Agency during last seven years (ending last day of month previous to the one in which applications are invited)	



	S. No	Details of Client	Amount of Work completed (₹)	Contract period (From and to)	
18	Documents showing completion of three similar works of value not less than ₹ 33.23 Lakhs/ (*) ₹ 24.92 Lakhs excluding GST per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) (* Start-up Company)				
19	Documents showing completion of two similar works of value not less than ₹ 41.53 Lakhs / (*) ₹ 33.23 Lakh excluding GST per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) (* Start-up Company)				
20	Documents showing completion of one similar works of value not less than ₹ 66.45 Lakhs/ (*) ₹ 53.99 Lakh excluding GST per annum related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (Enclose copies) (* Start-up Company)				
21	Attested copy of Work orders of similar works and satisfactory performance/ completion Certificates				



Integrity Pact

(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)

PRE CONTRACT INTEGRITY PACT

General

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

AND

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

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder signing this Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 2.16 The Integrity Pact document should be duly signed and uploaded by the Buyer (RFCL) as part of the Tender Documents. The Bidders shall download this IP document, sign it at the designated place and upload the same as part of their submission documents in bids.

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

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

3. **Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR (London Interbank Offered Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.

- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bhartiya Nyaya Sanhita 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed (details in clause 7.1) for the purposes of this Pact.

5. **Fall Clause**

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

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

- 6.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission, Details of IEMs are as follows:
- a) Sh. Vishwanath Giriraj, IAS (Retd.)
A Wing, Flat 1001, Landmark Towers, GD Ambedkar marg,
Opp. Wadala Telephone Exchange, Naigaon
Dadar East, Mumbai – 400014; Email: vgiriraj@rediffmail.com
 - b) Sh. Ranvir Singh, IFS (Retd.)
Email: iem1@rfcl.co.in
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM's, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

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

8. **Law & Place of Jurisdiction**

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

9. **Other Legal Actions**

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

10. **Validity**

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

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

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

(For & on behalf of the Buyer)

(Office Seal)

Place: Noida, UP

Date: _____

Witness 1 : _____

(Name & Address)

Witness 2: _____

(Name & Address)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place:

Date:

Witness 1 : _____

(Name & Address)

Witness 2 : _____

(Name & Address)
