



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**Ramagundam Fertilizers & Chemicals Limited**

*(A Joint venture company of NFL, EIL & FCIL)*

**Site Office: Fertilizer City, Ramagundam-505210,  
Dist- Peddapalli, Telangana**

Website: [www.rfcl.co.in](http://www.rfcl.co.in)

**BIDS ARE INVITED  
FOR**

**EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED  
MANPOWER ON CONTRACT AT RAMAGUNDAM FERTILIZERS AND  
CHEMICALS LIMITED, RAMAGUNDAM**

**E-Tender No: RFCL - 55644**

**SEPTEMBER - 2023**

# Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)

Site Office: Fertilizer City, Ramagundam-505210,

Dist- Peddapalli, Telangana

Website: www.rfcl.co.in

Ref No.: RFCL/CO/C&P/HR/MANPOWER/2023/9

Dated: 14.09.2023

## OPEN TENDER FOR EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED MANPOWER AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM CONTENTS

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(Sudhir Sharma)  
Senior Manager (C&P)

Ref No.: RFCL/CO/C&amp;P/HR/MANPOWER/2023/9

Dated: 14.09.2023

**SPECIAL INSTRUCTIONS TO TENDERERS****1. Mode of Tendering:**

Ramagundam Fertilizers And Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided for “Empanelment of Agencies for supply of Experienced Manpower at RFCL Ramagundam” As PER GIVEN SPECIFICATIONS through e-tendering. The NIT will be posted on website <https://rfcl.abcprocure.com> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed M/s. e-Procurement Technologies Ltd, Ahmedabad as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

**a) Ramagundam Fertilizers And Chemicals Ltd**

Sh. Sudhir Sharma, Sr. Manager (C&P) -II Ramagundam Fertilizers & Chemicals Ltd, 4th Floor, Wing-A, Kribhco Bhawan, sector-1 Noida -201301 Contact No.-0120-2553615 E-mail: <a href="mailto:sudhirsharma@rfcl.co.in">sudhirsharma@rfcl.co.in</a>	Sh. Vishesh Kumar Gupta, Officer (C&P) Ramagundam Fertilizers & Chemicals Ltd, 4th Floor, Wing-A, Kribhco Bhawan, sector-1 Noida -201301 Contact No.-0120-2553638 E-mail: <a href="mailto:visheshgupta@rfcl.co.in">visheshgupta@rfcl.co.in</a>
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**b) M/s. e-Procurement Technologies Limited**

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	<a href="mailto:info@abcprocure.com">info@abcprocure.com</a> <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	<b>Office Hours:</b> Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday			

2. (a) Pre-Requisites for System using e-Procurement sites:

(b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and participating in e-Tenders invited by RFCL.

(c) For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission OR download “Bidder Manual” from <https://rfcl.abcprocure.com> website OR contact us.

(d) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
- Vendors need to procure DSC 24 hrs prior to Registration on <https://rfcl.abcprocure.com>.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. **e-Procurement Technologies Ltd.**
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator [info@abcprocure.com](mailto:info@abcprocure.com) , [dsc@abcprocure.com](mailto:dsc@abcprocure.com) , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
5. Corrigendum/amendment, if any, shall be notified on the site <https://rfcl.abcprocure.com>

. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (i) Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest.
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
  - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.
9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process

including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.
13. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

Tender Schedule for “ Empanelment of Agencies For supply of Experienced Manpower at Ramagundam Site” is as under:

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
1	Start Tender Document Download	<b>19.09.2023 at 10:00 hrs.</b>
2	End Tender Document Download	<b>27.09.2023 at 15:00 hrs.</b>
3	Due/ last date of submission Bids	<b>27.09.2023 at 15:30 hrs.</b>
4	Bids Opening	<b>27.09.2023 at 16:00 hrs.</b>

*Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity.*

14. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
15. **Tender Opening:**  
The tenders will be opened electronically by us from our RFCL Corporate Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.
16. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money & tender fee may not be opened.

17. RFCL reserves the right to reject or accept any tender without giving any reason.

18. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online (If Reverse Auction is applicable as per NIT)

19. **Name & Address & Address of Consignee:**

Chief Manager (HR) Ramagundam Fertilizers and Chemicals Limited (RFCL), Fertilizers City, Ramgundam, Dist-Peddapalli, (TS) – 505210.
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20. GST Nos.

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

21. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

Thanking You

For & On Behalf Of

Ramagundam Fertilizers and Chemicals Limited

Sudhir Sharma  
Senior Manager (C&P)

**Ramagundam Fertilizers and Chemicals Limited**

(A Joint Venture Company of NFL, EIL & FCIL)

**Site Office: Fertilizer City, Ramagundam-505210,  
Dist- Peddapalli, Telangana**

Website: www.rfcl.co.in

**Ref No.: RFCL/CO/C&P/HR/MANPOWER/2023/9**

**Dated: 14.09.2023**

**NOTICE INVITING TENDER**

Sealed quotations are invited in "**Two Part Bid System**" for Empanelment of Agencies for Supply of Experienced Manpower, details are as under: -

Work Description	EMD	Tender Fee	Period of Contract	Tender Issuing Authority
EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED MANPOWER ON CONTRACT AT RFCL Site, RAMAGUNDAM	INR 100000/-	INR 1000/-	Two years	Senior Manager (C&P)

Tenders will be received up to 15:30 hrs. on 27/09/2023 and shall be opened at 16:00 hrs on same day. RFCL reserves the right to issue/non-issue or reject tender document of any party. However, where enquiries are made by the bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder. In case of declaration of Holiday on the above date, the tender shall be opened on the next working day.

Sudhir Sharma  
Senior Manager (C&P)



DECLARATION FOR SUBMISSION OF TENDER FORM

To,

**Senior Manager (C&P),**

Ramagundam Fertilizers and Chemicals Limited,  
(A Joint Venture Company of NFL, EIL & FCIL)  
4th Floor, Wing-A, Kribhco Bhawan  
Sector-1, Noida, UP-201301

Sir,

I/We hereby submit tender for Empanelment of Agencies for Supply of Experienced Manpower to Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam, Dist-Peddapalli, 505210 (TS), as per tender separately signed and accepted by me/us, and rates quoted by me/us in **Section-XII** in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

I/We hereby agree to abide by and fulfill all terms and conditions referred to in the Tender Document /Work Order etc. and in default thereof, to forfeit and pay to the RFCL or its successors or its authorized nominees such sums of money as are stipulated in Terms and Conditions contained in the Tender Document.

I/We confirm having deposited the Earnest Money of **Rs.1, 00,000/- (Rs. One Lakh Only)** vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ or RTGS/ NEFT UTR no \_\_\_\_\_ dated \_\_\_\_\_ in favors of Ramagundam Fertilizers and Chemicals Limited payable at **Ramagundam.**

If, I/We fail to start execution of the said contract in the time, specified in the tender documents or fail to deposit the amount of security deposit specified in the Tender Document, I/We agree that Ramagundam Fertilizers and Chemicals Limited shall forfeit the said Earnest Money. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to remit Security Deposit amount as aforesaid or to execute an agreement or to start work as stipulated in the tender document/perform the contract faithfully.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

Signature of Tenderer with the seal

Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
E-Mail Address  
\_\_\_\_\_

Mobile/Telephone No. \_\_\_\_\_

**Ramagundam Fertilizers and Chemicals Limited**  
**Fertilizer City, Ramagundam-505210,**  
**Dist- Peddapalli, Telangana**

**NIT FOR EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED MANPOWER AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM**

Electronic Bids/quotations are invited for Supplying manpower at Ramagundam Fertilizers and Chemicals Limited (RFCL), NOIDA as detailed below: -

1.	Name of Work	EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED MANPOWER AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM
2.	Earnest Money	INR 1, 00,000/- (INR One Lakh only)
3.	Tender Fee	INR 1,000/- (INR One Thousand Only)
4.	Validity of Tenders	120 days from the date of opening of the Bids
5.	Period of Work	<b>Two years</b> from the date of award of work and shall be extendable for <b>three months</b> on the same rates, terms and Condition, with mutual consent.
6.	Last date and time of Receipt of Tenders	<b>Up to 1530 hrs on 27.09.2023</b>
7.	Date and time of Opening of Tenders	<b>At Up to 1600 hrs on 27.09.2023</b>

1. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Senior Manager (C&P), RFCL CO, Noida, ([sudhirsharma@rfcl.co.in](mailto:sudhirsharma@rfcl.co.in)) or ([visheshgupta@rfcl.co.in](mailto:visheshgupta@rfcl.co.in)) at least 3 (Three) days prior to the closing date of the tender.
2. The rates should be quoted for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units (%) given in the enquiry. In case of any discrepancy, the rates appearing 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 accepted. The rates quoted shall remain valid for **120 days** from the date of opening of tenders for acceptance.
3. Ramagundam Fertilizers and Chemicals Limited reserves the right to reject any or all tenders and also does not bind to accept the highest/lowest tender.
4. **Procedure for Submission of Tender:**  
Tender shall be submitted **Online AT E-TENDERING WEBSITE: <https://rfcl.abcprocure.com>.**
5. Apart from the documents mentioned in Section-IV of NIT, the following documents are also to be submitted with the Tender as part of Technical Bid Documents, failing which the tender will be liable for rejection:
  - a) **Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.**
  - b) **Certified copy of GST Registration No. along with documentary proof thereof, if applicable.**
  - c) **Documentary proof for PF Registration Number**
  - d) **Documentary proof for ESI Registration**
  - e) **Power of Attorney in the name of person, who has signed the Tender Documents.**

6. The bid prepared by the Bidder including all correspondence etc., relating to their offer/bid shall be in ENGLISH language only.
7. Incomplete bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice shall be liable for rejection.
8. The tenderer shall quote single rate only. Any tender with the multiple rates quoted will be summarily rejected. Rates should be quoted strictly as per the Performa enclosed for Schedule of Rate in Section XII and should also contain Bank Mandate form as specified in Section XIII.
9. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected. Price Bid uploaded in Technical Bid documents, shall be out rightly rejected during Techno-commercial acceptance.
10. 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 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.
11. The prospective tenderer having any common Director/Trustee / Managing Director etc. or having any other common criteria shall be considered as Sister/Group/Associates Institutions. In such cases only one of them will be eligible for participating in the tender. Tenderer shall submit undertaking as prescribed in **section XI**, on company's letter head.
12. While submitting the offer, Bidders may ensure that tender documents/offer have been signed by authorized signatory of the bidder. 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.
13. 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.
14. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday closed day, the tender will be received and opened on the next working day.
15. 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. RFCL shall not be held responsible for late receipt of post or loss of tenders in transit.
16. If the tenderer has relations whether by blood or otherwise with any of the employees of the RFCL, the tenderer must disclose the relations at the time of submission of tender failing which RFCL shall reserves the right to reject the tender or rescind the contract.
17. 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.
18. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.

Yours faithfully,  
For and on behalf Ramagundam Fertilizers and Chemicals Limited

**Sudhir Sharma**  
**Senior Manager (C&P)**

**Ramagundam Fertilizers and Chemicals Limited**  
**Fertilizer City, RFCL, Ramagundam, Distt- Pedapalli, Telangana**

**TECHNICAL ELIGIBILITY CRITERIA AND EVALUATION OF BIDS FOR EMPANELMENT OF**  
**AGENCIES FOR SUPPLY OF EXPERIENCED MANPOWER AT RAMAGUNDAM**  
**FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM**

Parties should fulfill the following criteria.

**1. Technical Eligibility Criteria**

S. No.	Conditions	Documents required (To be submitted along with Technical bid)
1	<p>Bidder should be Service Provider / Contractor having successful experience of (Supply of Experienced Manpower) during the last Seven (7) years.</p> <p><b>Note:</b></p> <p>“The last 7 years shall be counted from last date of the preceding month in which tender has been issued</p>	<p>i) Authorization letter from the company authorizing the person signing the Bid document be provided with technical bid.</p> <p>ii) For Proprietorship firm- Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p>iii) For partnership Firms- Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted.</p>
2	<p>Bidder should have successfully completed Experienced Manpower Supply Contract/WO during immediate last 7 years as mentioned below:</p> <p>One work not less than <b>Rs.3.96 Crores</b>  or  Two works of not less than <b>Rs.2.48 Crores</b>  Or  Three works of not less than <b>Rs.1.98 Crores.</b></p>	<p>Copy of Completion Certificate / other supporting document along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
3	<p>The Average Annual turnover of the bidder shall not be less than <b>Rs. 1.48 Crores.</b></p> <p><b>Note:-</b></p> <ul style="list-style-type: none"> <li>• In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the</li> </ul>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/Profit &amp; Loss Account for the last three financial years. (FY 2019-20, 2020-21, 2021-22)</p> <ul style="list-style-type: none"> <li>• Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</li> </ul>

	<p>immediate three preceding financial years. (Example, In case, audited annual report of immediate three preceding financial year (year ending 31<sup>st</sup> March) is not available and where enquiry issue date is up to 31<sup>st</sup> December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31<sup>st</sup> September, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p> <ul style="list-style-type: none"> <li>• In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor / chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited.</li> <li>• Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company/Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.</li> </ul>	
4	<p>The net worth of the bidders should be positive for the Financial year 2021-2022 ending 31.03.2022.</p> <p><b>Note:</b>  “*date of last Financial year should be mentioned considering the period in which tender is issued”.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <ul style="list-style-type: none"> <li>• Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder’s company).</li> </ul>

<p><b>5</b></p>	<p>Bidder should have minimum working capital of Rs. <b>49.6 Lakhs</b> as per Audited Financial result of FY 2021-22.</p> <p>“Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year ending 31.03.2022 should be submitted.</p> <p>Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs. 49.6 Lakh preceding month in which tender has been issued.</p>
<p><b>6</b></p>	<p>i) Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>ii) Bidder must not be <b>delisted / on Negative List</b> by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>iii) Bidder must not be on the <b>Holiday list</b> of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party’s letterhead for the same.</p>

## 2. GENERAL

- 2.1 Bidder should not be under liquidation, court receivership or similar proceedings. In applicability of such cases, bidder shall provide Undertaking on their Company Letter head stating “ [Name of Bidder] keeps RFCL indemnified against all claims, liabilities, demands, proceedings, expenses or obligations whatsoever arising out of or in relations to any such matters”.
- 2.2 Experience of only the bidding entity shall be considered. A Job executed by a bidder for its own plants/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the Bidding Document.
- 2.3 Bidder shall furnish all the relevant documents towards meeting the Experience & Financial Criteria.
- 2.4 Bidder shall furnish the required document in support of technical eligibility criteria, in the first instance itself.
- 2.5 Bidder are required to submit all such past experience (s) (PTR) meeting the TEC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience PTR shall be sought from the bidder.
- 2.6 RFCL reserve the right to complete the evaluation based on the details furnished without seeking any additional information/documents.
- 2.7 All documents furnished by the Bidder in support of meeting the TEC including the documents against MSME, if any, shall be duly signed and stamped by the bid signatory and should be:

**Either**

**Submitted duly certified by statutory auditor of bidder or a practicing CA (not being employee/Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law**

**Or**

**Bidder shall submit documents duly notarized (latest) by any notary public in the bidder's country.**

**Or**

**Bidder shall submit self- certified documents for any one out of CEO or CFO or Company Secretary of the bidder (limited company only) along with Self-Certification as per the Annexure-1 attached in Bidding Documents. This option shall not be applicable to Proprietorship/Partnership firm.**

**Requirement of above certification shall not be applicable to published audited annual financial statement in English, if original booklets are submitted.**

- 2.8 Submission of authentic documents is the prime responsibility of the bidder. Wherever RFCL has concern or apprehension regarding the authenticity/ correctness of any document, RFCL reserves a right of getting the document cross verified from the document issuing authority.
- 2.9 Bidder shall quote the price inclusive of all Salary, Perks & Allowances, Leaves with payment as per prevailing Shop & Establishment Act, Bonus, Medical Treatment/ Reimbursement, Insurance coverage, GPAAI, Overhead & Profit of organization etc. and deemed to be inclusive of all applicable taxes and duties except GST.
- 2.10 Bidder shall quote as per SOR Item only. No comment, explanation or clarification in

SOR is acceptable. No condition in price part shall be acceptable.

- 2.11 In the event of submission of any document/ certificate by the bidder in language other than English, the bidder shall get the same translated into English after getting the translation duly authenticated by local Chamber of Commerce of bidder's country.
- 2.12 RFCL reserve the right to assess bidder's capability and capacity to execute the work using in-house information.
- 2.13 All amendments, time extension, clarification etc. will be uploaded in the website only and will not be published in newspapers. Bidders should regularly visit RFCL website (www.rfcl.co.in) to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.
- 2.14 Bidder may note that the Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Tender Document, failing which bid shall be considered as non — responsive and may be liable for rejection.
- 2.15 Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 2.16 RFCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.17 RFCL reserves the right to reject any or all the bids received and to annul the bidding process at its discretion without assigning any reason whatsoever.
- 2.18 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification their bid.
- 2.19 In case any bidder is found to be involved in cartel formation, his bid will not be considered for further evaluation / placement of order. Such bidder's EMD will be encashed and also debarred from bidding in future for RFCL.
- 2.20 Clarification, if any, can also be obtained from the office of Senior Manager (C&P), RFCL, Corporate Office 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301

### **3. EVALUATION OF BIDS**

#### **(A) Technical Bid Evaluation**

1. *Bidders are requested to submit all the relevant documents (experience, financial and others) in support of technical eligibility criteria as per Section XVI of Bid Documents for evaluation of Bids.*
2. *In case, Bidder is under liquidation, his Bids will be outrightly rejected and In case Bidder is under court receivership or similar proceedings, Bidder shall provide Undertaking as mentioned in Section IV, clause 2.1. Non-availability of undertaking will result in rejection of bid..*
3. *Price Bid uploaded in Technical Bid documents, shall be out rightly rejected during Techno-commercial/Technical Bid Evaluation.*



**(B) Price Bid Evaluation**

1. Bids are invited on + or – percentage over the RFCL estimated contract price.
2. Bidders are requested to quote the rate under Column “F” in %age more or % age less than the RFCL pre-filled rate (up to two decimals only). In case the percentage given under column “F” is zero, it will be considered as no deviation from RFCL pre-filled rates.
3. After filling the % age under Column” F”, the resultant Man-month rates will be reflected in column “H”. In case, the final rate is in decimals, only the absolute figure rate shall be taken and decimal part shall be neglected.

The procedure for price evaluation shall be as follows:

- a) The lowest quoted man-month rates, for the whole SOR (in total) shall be determined as “L1’ amongst the acceptable bidders.
- b) Bidders will be called for matching the L1 rates in seriatim manner, i.e., L2, L3 onwards for SOR.
- c) Techno-commercial acceptable bidders will be offered to match their quoted rates for the SOR with the lowest quoted rates.
- d) Bidders matching their rates with the L1 rates shall be empanelled, subject to empanelment of maximum no. of 3 agencies on seriatim manner.

**SPECIAL TERMS & CONDITIONS:**

**FOR EMPANELMENT OF AGENCIES FOR SUPPLY OF EXPERIENCED  
MANPOWER AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED,**  
Site Office: Fertilizer City, Ramagundam-505210, Dist- Peddapalli, Telangana

**Scope of Work**

- 1.0 The scope of AGENCY's SERVICES is to provide qualified and experienced personnel as are mentioned at **ANNEXURE - B**, as and when requested by RFCL, to assist RFCL in its activities at RFCL Site Office, Ramagundam. The scope of SERVICES may be increased or decreased by RFCL at any time in accordance with the provisions of this Contract.
- 1.1 AGENCY understands that RFCL is not bound or committed to utilize any specific number of the AGENCY's personnel during the contract period, the requirements being purely on as and when required basis.
- 1.2 Various positions of manpower to be deployed along with requisite qualification & experience in RFCL and tentative requirement are mentioned in **ANNEXURE-B**.

**The tentative requirement of man-power under different positions is indicative only and the actual manpower to be deployed may vary from time to time.**

2.0 **DURATION OF CONTRACT & ESCALATION OF RATES**

- 2.1 The said contract shall be for a period of 2 (*Two*) years with effect from the date of issue of Letter of Acceptance and extendable for another three months on mutual consent.
- 2.2 During the second year of the contract 6% enhancement in rates over the awarded rate shall be applicable.

3.0 **RFCL REPRESENTATIVE**

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

4.0 **PERFORMANCE OF SERVICES:**

- 4.1 AGENCY warrants that the performance of the SERVICES shall be in a professional and highly skilled manner, consistent with such good industry practices as are customarily employed and shall be in accordance with established codes and standards.
- 4.2 Upon RFCL's requisition for manpower, the AGENCY shall be required to submit the bio-data of prospective personnel along with the attested copies of certificates of qualification and experience of personnel within 7 calendar days of the requirement raised by RFCL.

**The AGENCY shall provide CVs of personnel above 18 years of age. In no case deployment of personnel shall be beyond 55-years of age.**

**The shortlisted candidates shall be called for Skill test/interview for selection. The original testimonials shall be checked and duly verified by the dealing person of the agency before confirming availability of the candidate for skill test/interview. The same shall be available with the candidate's verification at the time of Skill test/ interview. The agency shall be responsible for**

**ensuring that the candidates whose CV are forwarded fulfill the specified eligibility criteria. The selected person would generally be required to join at the allocated office within 30 calendar days from the date of communication regarding selection to the agency/issue of mobilization form or as specified by RFCL. The agency shall ensure to submit the Police verification report against these personnel at the time of joining to RFCL.**

**AGENCY shall forward to RFCL copy of the appointment letter issued to its personnel.**

4.3 The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially be as required by RFCL from the date of joining. This could be further extended/reduced depending upon the requirement of the job. Provided further that the deployment of personnel shall be co-terminus with the completion of the job/project for which the personnel is deployed.

4.4 Experience certificate/release letter from the previous employer shall be produced by the agency's personnel at the time of joining.

5.0 AGENCY's RATES, ADDITIONAL ALLOWANCES / BENEFITS & WORKING HOURS:

1. The quoted rates shall be inclusive of all Salary, Perks & Allowances, Leaves with payment as per prevailing Factory Act, Bonus Act, Group Mediclaim Policy, Group Insurance Coverage, Overhead & Profit of Organization, etc. and deemed to be inclusive of all taxes, duties, permits and other Levies, Works Contract Tax, Personnel Tax, Corporate Tax, etc. *except GST.*"

2. The agency shall pay (through Digital Payment) minimum 75% of the awarded rates (Shall be known as *GROSS SALARY*), excluding employer's contribution towards all statutory compliance (i.e. Gratuity, Provident Fund, Bonus, ESI& TDS), to the personnel deployed under the contract and which may also exclude contribution towards providing mandatory Group Personal Accident policy of 50 times the Gross Salary for every deployed candidate. Documentary evidence of digital payment is to be submitted to RFCL to ensure the same. Agency shall ensure that the wage structure and components of salary is in compliance to guidelines issued **under EPF&MP Act, 1952 and Minimum Wages Act or the applicable Labour Codes/Laws notified by the Government time to time for implementation.**

3. In case Single room accommodation/ family accommodation provided, a Fair Rental value (FRV) plus applicable power and water charges as per the RFCL Policy will be deducted from the deployed candidate.

5.1.2 **Working Hours & Overtime:** Agency Personnel shall follow RFCL Plant working hours including shift or other requirements. Overtime shall be paid to the agency personnel for working beyond normal working hours, OT Rate for per hour shall be calculated as below :

OT Rate per hour: **(Gross salary/26 days/8 hours) X 2.**

The same will be paid to deployed personal without any deduction.

5.1.3 One day leave will be granted by RFCL to the agency personnel for each calendar month hiring or part thereof even if there are up to 3 days unpaid leave in that month. The agency's rate shall be exclusive of it. One-day leave can be taken in two half-day leaves. Leaves may be accumulated till tenure of the contract.

**However, such leaves are not encashable and leaves are to be availed before completion of tenure. Leave availed by the agency's personnel over and above their entitlement shall be to AGENCY's account.**

**Leave of the AGENCY personnel shall be approved by the AGENCY with prior intimation to RFCL. AGENCY shall give advance notice in case any of its personnel plans to avail leave exceeding 7 days or in case the agency's personnel plan to leave the station.**

5.1.4 Agency shall ensure compliance to all applicable rules covered under **Maternity Benefit Act-1961**. The

agency shall continue to make monthly payment to the concerned personnel (as agreed and contained in offer letter issued to personnel by the agency) and shall raise invoice for reimbursement of the same from RFCL for the applicable maternity leave period. Approval of leave shall be responsibility of the AGENCY.

- 5.1.5 If it is desired to discontinue the services of any of personnel deputed, it will be so by giving **15 days'** notice on either side or by mutual consent. In case, the agency personnel discontinue services without mutual consent or without serving the notice period, the agency shall be required to provide suitable substitute acceptable to RFCL or proportionate amount of the monthly awarded rate of the personnel as compensation to RFCL

**If, however, discontinuance of any of agency personnel is considered necessary for reasons of indiscipline, unsatisfactory performance/misconduct, no notice shall be required. RFCL may seek suitable replacement at the cost of the agency.**

- 5.1.6 AGENCY shall be responsible for meeting all the expenses for mobilization and demobilization of its personnel including rail fare up to the office/project site at the time of joining duty and back on completion of assignment.

- 5.1.7** The salary to the outsourced personnel shall be released by the agency by **7<sup>th</sup> of the following month** through Digital payment mode i.e., RTGS / NEFT/ Internet Mechanism etc. The documentary proof of transfer of monthly salary to the outsourced personnel shall be provided along with monthly bills.

- 5.1.8 The Owner shall not be responsible for any medical treatment of the contractor personnel's. Contractor shall ensure medical treatment or hospitalization of personnel including medical examinations, vaccinations, and inoculations shall be provided by the contractor at its own cost and expense. However, in case of emergencies and depending upon the doctors certification of nature of illness, RFCL may facilitate medical assistance if available to the contractor employees deployed with RFCL at the cost of contractor.

6. **Penalty:**

- 6.1 No payment will be made against absenteeism. The Contractor has to intimate RFCL, in advance, in case, any of his employee is not attending the duty.

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**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**

**DEFINITIONS OF TERMS**

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

1. "The OWNER" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, incorporated in India, having its registered office at Scope Complex, Core No-III, 7, Institutional Area, Lodhi Road, New Delhi-110003.
2. The "OFFICER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "OFFICE" means the areas in which the work is to be performed by the Contractor. Presently RFCL is operating from its Site Office situated at Fertilizer City, Ramagundam-505210, Dist- Peddapalli, Telangana.
5. The "TENDER DOCUMENTS" shall consist of Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
6. "THE CONTRACTOR" means person or persons or firm or company whose Tender has been accepted by RFCL, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
7. 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.
8. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
9. 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.
10. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Officer-in-charge when the works have been completed to his satisfaction.
11. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
12. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
13. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of DETAILED LETTER OF ACCEPTANCE (DLOA), whichever is earlier.
14. "GTCC" means General Terms & Conditions of Contract.
15. Technical Terms, Conditions & Special Terms, and conditions are succeeding to GTC. Any clause under different head shall be succeeded by clause in the succeeding head.

**General Terms and Conditions of Contract**

1. Interested Tenderer, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should satisfy himself with the office conditions prevailing at the place of work. Submission of tender implies that the Tenderer has obtained all the clarifications, required and shall be deemed to have appraised himself of all the ground conditions at office including weather conditions. Any claim on ground of no knowledge in this respect will not be entertained. No claim for extra charges consequent upon any misunderstanding or otherwise will be allowed.
2. The Bidder may visit the office and shall acquaint himself/herself fully and thoroughly with the conditions and limitations including scope, requirement and official/statutory regulations, under which conforming to which and subject to which, services/work are to be performed by him/her. 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.
3. The company reserves the right to accept the lowest offer in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
4. **The following tenders will be liable to summary rejection:**
  - 4.1 Tenders submitted by Tenderer who resort to canvassing.
  - 4.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
  - 4.3 Tenders not accompanying the required details / Earnest Money (unless exempted) /Tender Fee.
  - 4.4 Tenders, which contain uncalled for remarks or any alternative additional conditions.
  - 4.5 Bidder's bid should be workable
  - 4.6 If the Tenderer has relations whether by blood or otherwise with any of the employees of the RFCL, the Tenderer must disclose the relations 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.
5. **Validity of Contract:**
  - 5.1 The contract shall remain valid for a period of **TWO YEARS** reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a Notice of 7 days would be given for starting the job but the Tenderer should be able to mobilize within 3 days, if the necessity so arises.
  - 5.2 The contract can further be extended for a period of **THREE MONTHS** on the same rates, terms & conditions with mutual consent.
6. **Quantum of Job:**
  - 6.1 The estimated value of work given indicates approximate quantities. However, the Contractor shall have to deploy manpower depending upon the requirements of the Office. The rates shall remain firm for the increased or decreased quantities. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract.
  - 6.2 If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving a 15(fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of period of the contract and debit the cost plus 25% to the contractor.
  - 6.3 Contractor is supposed to quote for complete items of Schedule of Rates. RFCL reserves the right to reject the incomplete tenders. RFCL reserves the right to reject the tender of the party if the quoted rates are not workable or if there is any deviation from the terms and conditions of NIT.

## 7. Escalation in Rates:

- 7.1 The said contract shall be for a period of **2 (Two) years** with effect from the date of issue of Letter of Acceptance.
- 7.2 During the second year of the contract 6% enhancement in rates over the awarded rate shall be applicable.
- 7.3 It shall be duty of the Contractor to pay the Minimum Wages and other statutory payments to its employees as specified by the Government of India from time to time.

## 8. Earnest Money Deposit:

- 8.1 Tenderers must submit Earnest money deposit of Rs. **1,00,000/-** (Rupees One Lakh Only). The tenderers will have the option of submitting the EMD either in the form of a Crossed Demand Draft favoring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable in New Delhi (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or by online payment mode. The charges, if any, for online payment or for DD for submission of EMD will be borne by bidder. Tenders without earnest money deposit are liable to be rejected. In case of submission of EMD by DD, it should be ensured by the vendor that the original DD is received by RFCL before opening time of techno-commercial bids (DD/EMD BGs should be received in RFCL within 7 working days of its preparation) for verification of the details of DD given online by the vendors.
- 8.2 Parties can also submit EMD in the form of Bank Guarantee. Format of EMD-BG is as per Annexure-XV issued by any scheduled / Nationalized Bank except Co-operative and Rural Banks.
- 8.3 EMD can be deposited in RFCL's account through RTGS/NEFT & details of this transaction with UTR No. to be submitted along with technical bid for verification.

RFCL's Bank details for RTGS/NEFT are as follows:

- |                     |   |  |
|---------------------|---|--|
| a) Beneficiary Name | : | M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. |
| b) Name of Bank     | : | STATE BANK OF INDIA,                               |
| c) Branch           | : | RFCL, Ramagundam                                   |
| d) Branch code      | : | 04298  |
| e) IFSC No.         | : | SBIN0004298  |
| f) Current Account  | : | 40306767010  |

NOTE: If bidder opts to submit EMD through RTGS/NEFT then he/she must submit copy of such transaction details immediately to [sudhirsharma@rfcl.co.in](mailto:sudhirsharma@rfcl.co.in) & [visheshgupta@rfcl.co.in](mailto:visheshgupta@rfcl.co.in)

- 8.4 Earnest money shall be forfeited at the sole discretion of RFCL in case tenderer withdraws his Bid post opening of Technical Bids, after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Work Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within Validity period.
- 8.5 Earnest money of the successful tenderers shall be returned on submission of security deposit.
- 8.6 Earnest money deposited by unsuccessful tenderers shall be returned as early as possible.
- 8.7 No interest will be paid on the Earnest Money Deposit.
- 8.8 Parties can opt for electronic refund of EMD.

8.9 Earnest Money is liable to be forfeited if tenderer:

- Withdraws or modifies offer in full or part anytime after due date of opening of Technical bids.
- Failure of the bidder to honor their offer.
- Does not accept Purchase/ Work Order if placed by RFCL
- Does not confirm of acceptance of order within the seven (7) days after placement of order.
- Inability to perform satisfactorily after receipt of order in case of successful bidder.
- If documents submitted along with the bid are found false, fabricated etc.
- Fails to submit Security Deposit within 15 days of issuance of LOA / W.O. whichever is earlier.

**9. Security Deposit:**

- 9.1. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- 9.2. In case of work awarded, Initial Security Deposit (ISD) shall be Rs. 1,00,00.00 and is required to be deposited within 10 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.) @ 2.5 % 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.
- 9.3. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank may be submitted for 10% of the contract value valid up to the expiry of Total Contract period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at Section-XV, ANNEXURE-‘A’).
- 9.4. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- 9.5. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- 9.6. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining ‘No objection certification’ from executive department after expiry of ‘Total Contractual Period’ on demand within 30 days.
- 9.7. In case of security deposit clause (BG, ISD & SD) shall not be applicable, EMD shall be released with first RA Bill.
- 9.8. Security deposit shall be forfeited in case the vendor fails to execute the order.

**10. Billing Procedure for Works in Progress:**

- 10.1. **Measurement and Billing:** The Contractor will submit a bill in approved Performa in triplicate to the Officer In-Charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month along with the copy of the following documents and all other documents to comply with the statutory requirement.
- 10.2. Self-attested copy of the PF challan and ECR with respect to PF deposit.
- 10.3. Self-attested copy of ESI challan.
- 10.4. Self-attested copy of the wage sheet.
- 10.5. Self-attested copy of the proof for transfer of salary to his employees bank account.
- 10.6. Leave Record of employee along with each month of bill needs to be submitted.
- 10.7 **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.

**10.8 Completion Certificate/Final Bill:**

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

- a) Final bill of quantities and rates in the Performa.



- b) All claims or reimbursements pursuant to the contract including "No claim certificate" shall be given on firm letter head.
- c) No dues certification for facilities provided by RFCL to the contractor.
- d) Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL in this regard.
- e) No further claim for payment of any kind whatsoever shall be made by contractor after submission of the final bill. If made such claims shall not be entertained.

The following documents and documents to comply with statutory requirement shall be submitted along with the final bill apart from the documents to be submitted with RA Bills.

- 11. Final Certificate:** Within 15 days of Contractors application made after the expiry of the period of Total Contract period provided in **clause 10**, hereof satisfaction of all liabilities of the Contractor in all respect, the Officer In-charge may issue the final certificate, that the contractor has performed the obligations in respect of Total Contract period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities.
- 12. Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior permission of RFCL, and if given to anyone then it shall be a ground for the termination of the contract.

### **13. 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.

If the Contractor fails to fulfill his obligations under the contract, RFCL shall have the right to get the work done by the agency other than the Contractor/own resources, at the Risk and Cost of the Contractor, till the expiry of the period of the contract and debit the cost plus 25% to the contractor.

### **14. Termination of Contract:**

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

- 14.1.** At any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 15 days from the Officer In-Charge, **or**
- 14.2.** If the Contractor persistently disregards the instructions of Officer- In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing given to him by the Officer In-Charge, **or**
- 14.3.** If the Contractor obtains the contract with RFCL as a result of ring tendering or other non-bonafide methods of competitive tendering, **or**
- 14.4.** If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**
- 14.5.** If the contractor abandons the contract, **or**
- 14.6.** If the Contractor becomes bankrupt / insolvent.
- 14.7.** RFCL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts. (a) if the contractor fails to arrange the supply of any or all of the vehicles within the period(s) (b) if the contractor fails to perform any other obligation(s) under the contract.
- 14.8.** If contractor does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive 2 (two) months RFCL management reserves the right to terminate the contract. Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to RFCL, up to the date of termination.
- 15. Consequences of Termination:** If the contract is terminated by RFCL for the reason detailed under *clause 15* or for any other reason whatsoever:

- 15.1.** RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- 15.2.** Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- 15.3.** 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 advances on account of or with a view to the execution of the work assigned, or on account of expected profits.
- 15.4.** 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.
- 16. Terms of Payment:**
- 16.1. Payment against the running bills:** Payment of Monthly RA Bills shall be released through Electronic Fund Transfer (EFT) mode after making necessary recoveries / deductions towards Income Tax, Applicable Taxes, Security Deposit (as stipulated vide clause No 11), Penalty etc. as applicable from time to time, including any amendment of modification thereof., against submission of Bill after completion of the work. Security Deposit shall be refunded after expiry of the Total contractual Period as per Clause 9. Payments of Bills will be made within 30 days of receipt of bill complete in all respects. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of RS. 100000 /- (will be dealt as per clause 8) and 10 % against security deposit/deducted shall be released after completion of total contractual period on demand within 30 days (will be dealt as per clause 9).
- 17. Tax Deduction at Source:** Statutory deduction on account of Income Tax / Other applicable taxes if any shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws. At the time of release of payment to the Tenderer.
- 18. Income Tax Permanent Account Number (I-Tax PAN):** The Tenderer shall mention the new series Permanent Account Number allotted by the Income Tax Authorities in his Tender.
- 19. Agreement:** The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Tender Documents, Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper of Rs. 100.00 at RFCL, Ramagundam, within 10 (Ten) days of date of issue of the Work Order or start of work whichever is earlier. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL.
- 20. Statutory deductions:**
- 20.1.** Statutory deductions on account of Income Tax and another applicable taxes, at the time of release of payment to the party.
- 20.2.** The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice.
- 20.3.** "GST, if applicable shall be reimbursed by RFCL as per GOI notification. The tenderer shall indicate the SAC Number and GST rate in this offer. Any variation in the GST rate shall be at RFCL's Account during contractual period only.
- 21. Officer In-Charge:** The Officer In-Charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work, direct 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 Officer In-Charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Officer In-Charge whose decision shall be final and binding. The decision of the Officer In-Charge of Ramagundam Fertilizers and Chemicals Limited shall be final in regard to all matters relating to this tender including for determining the category of work with reference to material of an item not mentioned in the Scope of Work.

22. The Contractor may employ such employees / laborers, as he may think fit. Such employees would be employees of the Contractor for all purpose whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations that may be in force from time to time concerning the employment or service conditions of its employees. If under any eventuality whatsoever, RFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever, and called upon to make payment on that account, the Contractor shall reimburse RFCL for the same as also any other expenses, costs & charges incurred by RFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. RFCL shall be entitled to claim damages or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.
23. The contractor shall give preference to those employees who either have the AADHAR Number or have applied for AADHAR Card or agreed to apply for AADHAR card to establish their genuineness.
24. **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Officer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Officer 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 Officer In-Charge
25. The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the company. It is understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and the same losses/damages are proved, the Contractor shall make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be apart from other claims/damages to which the owner is entitled under the contract or in the course of law.
26. **Loss to Office during Execution:** Any damage or loss caused to office equipment etc. during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.
27. The Contractor shall pay the wages to the employees directly without the intervention of any outsiders and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by employees from the wages of employees.
28. The Contractor shall ensure that the payment of the minimum wages to the employees, specified by the government from time to time, has been made in accordance with the Minimum Wages Act. *Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the quoted rates of the Contractor.* If at any time, it is noticed or it comes to the knowledge that the payment, to the employees employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.
29. The contractor has to make the payment to his employees on or before 7th day of the following month directly into their bank accounts. In case contractor fail to do so, RFCL being the Principal Employer will disburse the payment to his employees employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the employees, as departmental/ administrative charges.
30. In case contractor fails to submit the supporting documents pertaining to statutory payments of contract employees/workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to employee component may be withheld to take care of fulfillment of statutory requirements such as PF, ESI, Bonus, Leave Payment, etc. by the contractor. Further wherever contractor fails to pay the wages to its employees, RFCL reserves the rights to pay the wages to the contractor's employees directly on behalf of the contractor after deducting the payments out of bills/dues payable to the contractors. However, in such cases, 25% will be recoverable extra on account of administrative expenses on and above the amount paid by RFCL.
31. If contractor does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive two months RFCL management has reserve the right to terminate the contract in accordance with the Termination clause of this NIT.
32. The Contractor shall comply with the provisions of Shop & Establishment Act-1954& Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.

33. In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952& ESIC Act 1948 as amended from time to time, RFCL reserves the right to provisionally retain 40% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by Officer In-Charge for deposit of PF& ESIC Contribution.
34. **Provident Fund Account Number (PF A/c. No.):** The Contractor shall mention the Account Number allotted by the Provident Fund Authorities in his Tender as per statutory requirements.
35. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
36. In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, ESI is obliged to pay compensation and other benefits as per the act and rules of ESIC ACT, 1948 to the employees employed by the Contractor for the execution of the work.
- 36.1. The contractor will be solely responsible for any liability for his employees in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees' share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned employees and RFCL will not bear any liability whatsoever on this account. Further, he will also indemnify RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- 36.2. The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 15<sup>th</sup> of the month following the month to which it relates. For this purpose, every month the contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
37. The Owner will not be responsible for any injury sustained by the employees of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his employees. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. Any other expenditure incurred by RFCL to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by RFCL under the Contract.
38. The Owner shall not be responsible for any medical treatment of contractor personnel's. Contractor shall ensure medical treatment or hospitalization of personnel including medical examinations, vaccinations, and inoculations shall be provided by Contractor at its own cost and expense. However in case of emergencies and depending upon the doctor's certification of the nature of illness, RFCL may facilitate medical assistance if available, to the Contractor employees deployed with RFCL at the cost of the Contractor. **The Contractor is required to take Medical Insurance of minimum Rs. 2, 00,000/ (Rupees Two Lakh only) - for each of their personnel deployed in RFCL.** Contractor shall submit copy of the documentary evidence to this effect (along with list of Employees) at the time of raising 1st invoice and whenever required by RFCL. The provision shall be applicable for employees not covered under Employee State Insurance Act, 1948.
39. The Contractor shall indemnify and keep indemnified the RFCL against all losses and claims for injuries or damages to any person or property of RFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
40. The Contractor shall at all times keep the RFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Employees Compensation Act 1923, Employees Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970, The Code of Wages 2019, The Code of Social Security 2020 or any other Act regulating the employment of employees by the Contractor.

The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury or death sustained by any employee or other person whether in the employment of the contractor or not.

**41.** The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of employees/workers, have been fulfilled. RFCL shall be under no obligation to accept / admit any claim on this behalf.

**42.** The Contractor shall ensure that its employees wear identification badges (cards), uniforms and Personnel protection equipment (PPE's) which will be provided by the contractor at its own cost.

**43. 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.

**44. Safety Regulations:** All the accidents to Contractor's staff will be reported to the Officer - In charge promptly. This will, however, not relieve the Contractor of any other statutory obligations.

For any Default/ accident /loss due to the negligence of Contract/Employee/Workers, the liability of contracts shall be "Absolute liability"

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

**46. Fore Closure:** 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.

**47. Force Majeure:**

**47.1.** Neither Party is responsible for any failure to perform its obligations under the Contract, to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.

**47.2.** An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("Affected Party") and which by the exercise of reasonable diligence the Affected Party was unable to be prevented and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

**47.2.1.** Act of terrorism;

**47.2.2.** Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

**47.2.3.** Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

**47.2.4.** Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

**47.2.5.** Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

- 47.3. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- 47.4. Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 10(ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.
- 47.5. Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Contract. Where the Affected Party is the Contractor, the Contractor must provide an amended Works Programme rescheduling the Works to minimize the effects of the prevention or delay caused by the event of Force Majeure.
- 47.6. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 47.7. The Contractor has no entitlement and RFCL has no liability for:
- 47.7.1. Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- 47.7.2. Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.
- 47.8. If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.
- 47.9. In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.
48. The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:

48.1. There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).

**49. Conciliation & Arbitration:**

“Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party .If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereunder.

On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbitration under / in accordance with “Delhi International Arbitration Centre (DIAC) (Arbitration Proceedings) Rules” as amended or modified or re-enacted from time to time. The fees and cost of Arbitration shall be governed by The Delhi International Arbitration Centre (DIAC) (Administrative Cost Arbitrators’ Fees) Rules (DIAC (Fee) Rules, as amended or modified or re-enacted from time to time.

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs.3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

The Venue and Seat of the Arbitration Shall be Delhi /New Delhi. The courts at Delhi/ New Delhi shall have exclusive Jurisdiction.

It is also agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.”

- 50. Jurisdiction:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Peddapalli. generally, where the contract is being executed and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/ Delhi/New Delhi.

**Section -VIII**

**BIDDER'S PROFILE**

The offer against the subject job shall be submitted by the Contractors/Firms/Companies along with the following information /documents complete in all aspects: -

1	Name of Applicant/Firm/Company	
2	Complete Address	
3	Company Profile:	✓ Please Tick
A	i) Private Limited Company	
	ii) Un-divided Hindu Family/Individual	
	iii) Partnership Firm a) Please attach certified copy of Registered partnership deed, MCA Registration certificate in case of Limited Liability partnership b) Power of attorney who is signing documents on behalf of applicant/firm/company).	
B	Year of Establishment	

(Signature of Bidder with Seal)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Place \_\_\_\_\_

E-Mail Address \_\_\_\_\_



**DECLARATION FORM-II**

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

<b>Sr.</b>	<b>Description</b>			
1.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL (Owner)/NFL/EIL/FCIL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<b>YES / NO (If Yes, give the following details)</b>		
		<b>Name &amp; Designation of the Employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2.	P.F. & ESIC Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
3	PAN No. of the Contractor to be intimated <b>along with Documentary Proof</b> thereof.			
4	<b>GSTIN Registration No.</b>			

**Signature of the Contractor/ Bidder with SEAL**

**(Signature of Bidder with Seal)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**STATEMENT FOR DETAILS OF GST**

Whether bidders are registered or unregistered.	REGISTERED / UNREGISTERED		
If registered, Please mention your GST Registration Number			
SAC Code			
Rate of GST applicable on the quoted rates (Strikeout whichever is not applicable)	IGST %	SGST %	CGST %

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

**(SIGNATURE OF BIDDER)**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Place** \_\_\_\_\_

**SECTION-XI**

**Under taking on Bidders letter head: -**

With reference to NIT No. \_\_\_\_\_ DT. \_\_\_\_\_ of Ramagundam Fertilizers And Chemicals Limited, Fertilizer City, Ramagundam, Dist- Peddapalli, Telangana-505210, for Empanelment of Agencies for Supply of experienced manpower at RFCL, Ramagundam Site, I

Sh. \_\_\_\_\_ R/o \_\_\_\_\_ S/o

\_\_\_\_\_ Authorized Representative of (the Institution) \_\_\_\_\_ do solemnly affirm and declare as under:-

- i) That our Institution/sister concern etc. has not been black listed or put on holiday by any Institutional Agency/Government Department/Public Sector Undertaking.
- ii) That no other Institution/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for the job.
- iii) That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action as deemed fit.

For (Company Name)

**Authorized Signatory**

**Name:**  
**Designation & Seal**  
(Signature of the Tenderer)

**Section XII**

**SCHEDULE OF RATES**  
**PROVIDING MANPOWER SERVICES FOR RFCL, RAMAGUNDAM**  
**(Tender No.: RFCL/CO/C&P/HR/MANPOWER/2023/9, dated: 14.09.2023)**

**Schedule of Rates**

Semi-Skilled, Skilled) Employees						To be Filled by Agency		
Sr. No.	Description	Level/Grade	Unit	Tentative Quantity (Nos.)	Monthly Wages/person (in ₹) Break-up provided here under	Agency's Rate per MAN-MONTH Increase (+) / decrease (-) in % age against Column "E"	Agency Rate Increase (+) / decrease (-) Per Man-Month (in ₹)	Unit Rate per Man-Month (in ₹)
A	B1	B2	C	D	E	F	G	H=E+G
1	Production	Executive	No	18	43095		0.00	43095.00
		Non-Executive		18	36607		0.00	36607.00
2	Mechanical	Executive	No	6	43095		0.00	43095.00
		Non-Executive		17	36607		0.00	36607.00
3	Electrical	Executive	No	3	43095		0.00	43095.00
		Non-Executive		10	36607		0.00	36607.00
4	Instrumentation	Non-Executive	No	15	36607		0.00	36607.00
5	Chemical Lab	Executive	No	4	43095		0.00	43095.00
6	Safety	Executive	No	1	43095		0.00	43095.00
7	IT	Executive	No	1	43095		0.00	43095.00

(Signature of the tenderer)

**Note:**

- Bids are invited on + or – percentage over the RFCL estimated contract price and if there is a discrepancy in total amount quoted in summary of prices and the amount arrived at after calculating the percentage increase/decrease quoted by the bidder over RFCL estimate then the total amount shall be corrected based on the RFCL estimated contract amount and the quoted percentage.
- Bidders are requested to quote the rate under Column "F" in %age more or % age less the RFCL pre-filled rate (up to two decimals only). In case the percentage given under column "F" is zero, it will be considered as no deviation from RFCL pre-filled rates.
- After filling the %age under Column" F", the resultant Man-month rates will be reflected in column "G". In case, the final rate is in decimals, only the absolute figure rate shall be taken and decimal part shall be neglected.
- The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be extra, as per Section X.

(Signature of the tenderer)

**TO BE PRINTED ON LETTER HEAD OF  
BIDDER**

**Ref No**

**Date:-----**

**E-BANKING MANDATE FORM**

<b>SL NO</b>	<b>PARTICULARS</b>	<b>DETAILS TO BE FILLED HERE</b>
1	Bidder Name	M/s _____
2	Bidder Code	
3	Bidder Address	
4	Bidder e-mail Id and Mobile No.	
5	Particulars of Bank Account	
	i) Name of the Bank	
	ii) Name of the Branch	
	iii) Branch Code	
	iv) Address	
	v) Telephone No.	
	vi) Type of Account	
	vii) Account No	
	viii) IFSC Code of the Bank	
	ix) 9 Digit MICR Code	

I/We hereby authorize Ramagundam Fertilizers and Chemicals Limited (RFCL) to release any amount due to me/us in the bank account as mentioned above. I/we hereby declare that the particulars given above are correct and complete. If the transactions is delayed or lost because of incomplete or incorrect information, we would not hold RFCL responsible for that.

***SEAL & SIGNATURE of the BIDDER***

We certify that M/s \_\_\_\_\_ has an account no. \_\_\_\_\_ with us and we confirm that the details given above are correct as per our record.

Bank Stamp:

Date:

Signature of authorized officer of the Bank

**Self-Certification on Bidders letter head: -**

**ANNEXURE-1**

**SELF-CERTIFICATION**

I, \_\_\_\_\_ S/o, D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable of the Company \_\_\_\_\_) having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Technical Eligibility Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provision of the Indian laws in respect of offence including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provision of bidding conditions which entitle the Owner/RFCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

**DECLARATION**

I, \_\_\_\_\_ S/o, D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable of the Company \_\_\_\_\_) having its registered office at \_\_\_\_\_ with reference to our bid \_\_\_\_\_ against your Enquiry document \_\_\_\_\_ submitted in our bid referred above is found to be false/Forged or fabricated, I, shall be held responsible for the same and RFCL/Owner has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including RFCL/Owner's right to put our company on Holiday/Black list for further business with RFCL/Owner/

Specimen Signature of Authorized Representative

Signature  
Name & Designation (CEO or CFO or Company Secretary)

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

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Wing A, Sector 1, Kribhco Bhawan NOIDA - 110 066, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of

this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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

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

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

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

(Indicate the name of the Bank with stamp)



**DOCUMENTS TO BE SUBMITTED WITH TECHNO- COMMERCIAL BID**

S.N.	Details of Documents	Documents to be Submitted
1	PAN No.	Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.
2	GST Registration No.	Certified copy of GST Registration No. along with documentary proof thereof.
3	EPF Registration No.	Certified Copy of EPF Registration Number issued from EPFO
4	ESIC Registration No.	Certified Copy of ESIC Registration Number issued from ESIC Deptt.
8	Type of Firm	1. Certified copy of valid License issued by Statutory authority for being a service provider/Contractor a or other relevant certificate issued by statutory authority or equivalent certificate. Or, 2. For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest). Or, 3. For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest)to be submitted. Or, 4. For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.
9	Business experience of 7 years (One work not less than Rs. 3.96 Crores or Two works of not less than Rs. 2.48 Crores or Three works of not less than Rs.1.98 Crores.)	Self-Attested copies of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.
10	Average annual turnover of minimum Rs. 1.48 Crores of last 03 years	Self-attested copies of audited* financial statements indicating annual turnover for the financial years, 2019-20, 2020-21 & 2021-22.
11	Net worth of the bidders should be positive for the Financial year 2021-2022 ending 31.03.2022.	Certified copy of Audited* Balance Sheet to be submitted in support of claim.
12	Bidder should have minimum working capital of Rs. 49.60 Lakhs as per Audited Financial result of FY (Current Financial year in which tender has been issued).	Certified copy of audited balance sheet for the Financial year ending 31.03.2022 to be submitted.
13	Blacklisting/De-listing/ on negative list of by any government department /public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender.	Self-certification(s) for both should be submitted on Parties letterhead for the same.
14	Acceptance of Techno-commercial conditions	As a token of acceptance of terms and conditions of the NIT, bidders are required to sign each page of the Tender Document and submit the same.
15	Authorized Signatory of Bidder	Certified copy of Power of Attorney in the name of person, who has signed the Tender Documents.
16	EMD & Tender Fee	DD/BC or requisite value towards EMD & Tender Fee has been submitted through DD/ transferred by RTGS under intimation to Company.

NOTE:- All the aforesaid documents shall form part of technical bid evaluation.

**Section-XVII**  
**ANNEXURE-‘B’**

S.No.	Department	Position Name	Educational Qualification with minimum 50% marks	Post Qualification relevant experience (in years)	Tentative Position Required (Nos.)	Man Month rate (INR)
1	Production	Engineer (Executive)	B.E./B.Tech in Chemical Engineering	1	18	43095
			Diploma in Chemical/Petrochemical Engineering	3		
		Field Operator (Non-Executive)	Diploma in Chemical/Petrochemical Engineering	1	18	36607
			B.Sc. Chemistry as main subject	2		
2	Mechanical	Engineer (Executive)	B.E./B.Tech in Mechanical Engineering	1	6	43095
			Diploma in Mechanical Engineering	3		
		Field Operator (Non-Executive)	Diploma in Mechanical Engineering	1	17	36607
			ITI Fitter, Wireman, Welder, Machinist (Grinder), Turner	3		
3	Electrical	Engineer (Executive)	B.E./B.Tech in Electrical Engineering	1	3	43095
			Diploma in Electrical Engineering	3		
		Field Operator (Non-Executive)	Diploma in Electrical Engineering	1	10	36607
			ITI Electrician	3		
4	Instrumentation	Field Operator (Non-Executive)	Diploma in Instrumentation Engineering	1	15	36607
			ITI Fitter, Wireman, Welder, Machinist (Grinder), Turner	3		
5	Chemical Lab	Chemist (Executive)	M.Sc. Chemistry	2	4	43095
6	Safety	Safety Officer (Executive)	B.E./B.Tech with Diploma in ISH	1	1	43095
7	IT	Engineer (Executive)	B.E./B.Tech in Computer/MCA	1	1	43095

## INTEGRITY PACT

## Section-XVIII

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Jagdish Prasad Meena, I.A.S (Retd)  
A-1/401, Bharat Apartments,  
Plot 8, Sector 18A, Dwarka  
New Delhi – 110078  
# 8802334455  
Email: [meenajp@gmail.com](mailto:meenajp@gmail.com)

Sh. Ashok Kumar Garg, ITS (Retd)  
E-13, Sector-55  
NOIDA – 201301  
# 9868211000  
Email: [akgarg1654@gmail.com](mailto:akgarg1654@gmail.com)

## **Integrity Pact**

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

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

\_\_\_\_\_ hereinafter  
referred to as "The Bidder/Contractor"

### **PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract for

\_\_\_\_\_  
(Bid Document No./RFQ No.:.....)  
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which

b. he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

#### **Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 : Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

**Section 9 : Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

**Section 10 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place: Noida

Date: 18/9/2023

Witness 1 : Sudhir P  
(Name & Address)

Witness 1 : \_\_\_\_\_  
(Name & Address)

SUDHIR SHARMA  
RFCL, Co., Noida.

\_\_\_\_\_  
\_\_\_\_\_

Witness 2 : Vigheesh  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

Vigheesh Kir. Gupta  
RFCL, Noida,

\_\_\_\_\_  
\_\_\_\_\_