



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

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

4th Floor, Wing-A, Kribhco Bhawan, Sector-1

Noida, UP, 201301

Phone: 0120-2553600

Website: www.rfcl.co.in

**CONTRACT FOR SECURITY GUARD SERVICE AT RAMAGUNDAM FERTILIZERS AND
CHEMICALS LIMITED, CO., NOIDA FOR A PERIOD OF TWO YEARS**

Tender ref no. RFCL/HR/C&P/Security Service/2023/06 Dated: 05.06.2023

E-Tender - 55138

JUN-2023

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Enclosures shall form part of NIT

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INSTRUCTIONS TO THE TENDERER**1. Important Dates:**

The following is an indicative timeframe for the overall process. RFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number	RFCL/HR/C&P/Security Service/2023/06 Dated: 05.06.2023
Tender Title	Rate contract for security guard service at Ramagundam Fertilizers and Chemicals Limited, CO, Noida for a period of Two year
Tender Fees/Cost of Tender : (Tender received without Tender Fee is liable to be rejected)	Tenderer to submit Tender Fees separately Rs 500 (Rs Five Hundred only) including GST in the form of crossed Demand Draft /NEFT/RTGS/Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizers and Chemicals Ltd, payable at Noida. Cheque shall not be accepted in any case. (Separate DDs / NEFT/RTGS/ Banker's Cheque for both Tender fee and EMD amounts). In case party is seeking exemption of submission of tender fees under MSMED Act, he is required to submit the required documents showing eligibility.
Earnest Money: (Tender received without EMD is liable to be rejected)	Bidder/Tenderer to submit Earnest Money of Rs 25,000/- (Rs Twenty-Five Thousand Only) in the form of crossed Demand Draft /NEFT/RTGS/ Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizers and Chemicals Ltd, payable at Noida. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, they are required to submit the required documents showing eligibility.
Date of Publishing of Tender	05/06/2023 at 18:10 hrs
Date of pre bid meeting with interested vendors at Head Office, RFCL	Not Applicable
Documents Download End Date & Time	19/06/2023 at 15:00 hrs
Bid submission last date & time	19/06/2023 at 15:30 hrs
Technical bid opening date & time	19/06/2023 at 16:30 hrs
Validity of Tender	120 days from the Date of Opening of tender
Price bid opening date & time for techno-commercially qualified parties	To be notified later
Place of Opening of Bids	RFCL's C.O. office, NOIDA
RFCL's website	<i>https://rfcl.abcprocure.com/ EPROC/</i>

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 unless the schedule for the same is pre-poned /amended.

RFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the Vendors by email/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

2. Mode of Tendering

Ramagundam Fertilizers and Chemicals Ltd (RFCL) intends to select a Service Provider for providing service guard services at RFCL Corporate Office, Noida as per scope given in the tender document, in **Two part bid system**, through e-tendering. In this regard, RFCL invites offers from eligible bidders. The NIT will be posted on **website: <https://rfcl.abcprocure.com>** and also at RFCL's homepage <https://rfcl.co.in/opentender.php> where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

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.

Other pre-requisites for System using e-Procurement sites:

- Windows 7, 8, 10 professional or higher version.
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- Google Chrome Version 42 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE – 1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

a) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- 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.
- 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.

b) 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.
- DSC of the Vendor will be mapped with their User Id once they Login first time.

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification Bidder may refer to User Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL or contact any one of the following: -

a) M/s Ramagundam Fertilizers & Chemicals Ltd

<p>Sh. Sudhir Sharma, Sr. Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd , 4th Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301. Contact No.-7337835670; e-mail: sudhirsharma@rfcl.co.in</p>	<p>Ms. Mahima Sunaiya Asst. Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd , 4th Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301. Contact No.-0120-2553-632; e-mail: mahima@rfcl.co.in</p>
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b) **Our Service provider (for e-tender process/procedure related), M/s E-Procurement Technologies Ltd:**

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	info@abcprocure.com dsc@abcprocure.com
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	support@abcprocure.com
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	<p>Office Hours: 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</p>			

4. To participate in e-tendering of RFCL, please refer "Bidder's Manual on the homepage" on website: <https://rfcl.abcprocure.com> for System requirement, Browser configuration, procedures etc.

5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. RFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.

6. It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class II/III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. . Guidelines as indicated in <https://rfcl.abcprocure.com> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.

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.

7. The tender document contains the General Terms and Conditions i.e., Section-III, which shall be duly signed by the tenderer or their authorized representative and uploaded. Tenderers may note that conditional offers shall not be entertained.

8. TENDER OPENING

The tenders will be opened electronically by RFCL at Head Office, New Delhi. The submission of bids in Two Parts Bid System (separate Techno-commercial (Part -1) bid and Price Bid (Part-2)) may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bids of all techno commercially qualified vendors shall be opened electronically with prior intimation of date and time of opening to all qualified vendors by RFCL. RFCL reserves the right to reject or accept any tender without giving any reason.

9. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
10. RFCL reserves the right to reject or accept any tender without giving any reason.
11. The bids not accompanied with the requisite Earnest Money may not be opened.

12. 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.

13. Name & Address of Consignee:

DGM (HR), Ramagundam Fertilizers and Chemicals Ltd (Corporate Office)
Distt- Noida, U.P.

14. Payment Mode:

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name& Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their 'Bank mandate form and cancelled cheque', within 10 days of issue of LOI/PO to the Finance and C&P deptt of RFCL, Ramagundam Plant.

15. **GST Nos.**

Unit	GST NO.
RFCL CO, Noida	09AAHCR2335P1ZV

16. 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:

- *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*
- *MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 20% of tendered value at L-1 subject to lowering of price by MSEs to L-1.*

17. The rates should be quoted as per price bid (SOR) given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender (Technical bid) and should be on FOR **RFCL Ramagundam** (Telangana), **including transit insurance**. Transit Insurance shall be covered by supplier. The rates should be quoted both in figures and in words.

18. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

19. **SAC CODEs**

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (*i.e. whether IGST, CGST, SGST, UGST*).

Bidder / Vendor shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation (such as E Way bill, transportation copy of invoice/bill, etc.) in such form and manner as may be prescribed under the GST Act and Rules.

Thanking You

For & On Behalf of Ramagundam Fertilizers and Chemicals Limited

(Mahima Sunaiya)
Assistant. Manager (Contracts & Procurement)

BIDDER QUALIFICATION CRITERIA

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

S. N.	Conditions	Documents required (To be submitted along with Technical bid)
1.	<p>Bidder should be Service Provider / Contractor having successful experience of providing <i>Security Guard Services</i> during the last Seven (7) years.</p> <p>Note: “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p>v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>vi) For Transport unions/ Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>

2.	<p>Bidder should have successfully completed supplying Security Guards during immediate last 7 years as mentioned below :</p> <p>One work not less than Rs 9.98 Lakhs</p> <p style="text-align: center;">or</p> <p>Two works of not less than Rs 6.24 Lakhs</p> <p style="text-align: center;">or</p> <p>Three works of not less than Rs 4.99 Lakhs</p>	<p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
3.	<p>The Annual turnover of the bidder shall not be less than Rs 3.74 Lakhs <i>in last three financial years</i>).</p> <p>Note:</p> <ul style="list-style-type: none"> • In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st September, it is compulsory to submit the financial details of the immediate three preceding financial years only. • 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 	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years.</p> <p>(FY 2020-21, 2021-22 & 2022-23)</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>

	<p>data of subsidiaries) is not prepared and audited.</p> <ul style="list-style-type: none"> Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. 	
4.	<p>The net worth of the bidders should be positive for the Financial year 2022-23 ending 31.03.2023*.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
5.	<p>Bidder should have minimum working capital of Rs 1.25 Lakhs as per Audited Financial result of FY : 2022-23</p> <p>"Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year 2022-23 ending 31.03.2023 should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 1.25 Lakhs as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

ANNEXURE - III

NOTICE INVITING TENDER FOR SUPPLYING SECURITY GUARD AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), CORPORATE OFFICE, 4TH FLOOR, WING-A, KRIBHCO BHAWAN, SECTOR-1, NOIDA, UP-2010301

Dear Sir,

Ramagundam Fertilizers and Chemicals Limited (a Joint Venture company of NFL, EIL & FCIL). RFCL has decided to award "Supplying Security Guard at RFCL **NOIDA for a period of Two Year**" **extendable for further period of Three (3) months on mutual consent basis** at RFCL Corporate Office located at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301. The bids for supplying security guard as per the terms & conditions stipulated in notice be sent to Sr. Manager (C&P), Ramagundam Fertilizers And Chemicals Limited, 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP-201301. latest by **1.06.2023/15:30 P.M.**

You must submit following along-with Techno-commercial (Part -1) Bids: -

- (a) Declaration on the letter head declaring acceptance of all terms & conditions of the notice without any deviation.
- (b) Notice documents duly signed & stamped on all pages as token of your acceptance.
- (c) Declaration on Letter Head as per Section-VII of the Notice.
- (d) Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.
- (e) Certified copy of GST Registration No. along with documentary proof thereof, if applicable.
- (f) Documentary proof for PF Registration Number.
- (g) Documentary proof for ESI Registration.
- (h) Power of Attorney in the name of person, who has signed the Notice Documents.
- (i) **TENDER FEES/COST OF TENDER** - Tenderer to submit Tender Fees separately Rs 500 (Rs Five Hundred only) inclusive of GST in the form of crossed Demand Draft /NEFT/RTGS/Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizer and Chemicals Ltd, payable at Noida.

Cheque shall not be accepted in any case. (Separate DDs / NEFT/RTGS/ Banker's Cheque for both Tender fee and EMD amounts). Net banking details of RFCL at Page - 12
In case party is seeking exemption of submission of tender fees under MSMED Act, he is required to submit the required documents showing eligibility.

(j) EARNEST MONEY

Tenderers must submit Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty-Five only) in the form of:

1. Crossed Demand Draft in favor of RAMAGUNDAM Fertilizers & Chemicals Ltd. issued by any Scheduled/Nationalized Bank payable at NEW DELHI. (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column

of online module). DDs payable at other locations are not acceptable to us. Cheques will not be accepted in any case;

OR

2. Bank Guarantee in the RFCL's prescribed format from any Nationalized/ Scheduled Bank excluding Rural and Co-operative Banks. The Bank Guarantee shall be valid for a minimum period of 120 days and the Tenderer shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL. (Details of BG Number and the date, amount, Banker's Name etc. has to be submitted in relevant field/column of online module).

OR

3. Necessary earnest money will have to be deposited by the bidder electronically online through net banking enable bank account/DD/Bankers Cheque. Bidders are also advised to submit EMO of their bid, at least before the bid submission closing date as it requires time for processing of payment of EMD:

Beneficiary Name	M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
Name of Bank	STATE BANK OF INDIA
Branch	Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110 019.
Branch code	04298
IFSC No.	SBIN0004298
Current Account	40306767010

- a. EMD in physical form must be submitted directly to RFCL by the Tenderer, with an intimation to C&P deptt so as to reach us before opening of Tender. The details of EMD must be furnished along with the Online Bid should be send to, mahima@rfcl.co.in & sudhirsharma@rfcl.co.in
- b. Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/ Bank Guarantee given online by the vendors.
- c. Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.
- d. Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.
- e. Earnest Money of the successful tenderer shall be returned on submission of security deposit.
- f. No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).
- g. MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.
- h. No interest will be payable on the Earnest Money deposit. The Earnest Money Deposit will be refunded to the unsuccessful tenderer/s after finalization of tender. EMD of Successful tenderer can be adjusted in security deposit of contract.

NOTE: If bidder opts to submit EMD through RTGS/NEFT then he/she shall submit copy of such transaction details immediately mahima@rfcl.co.in & sudhirsharma@rfcl.co.in

i. The bidders shall submit the following documents in support of claiming exemption of EMD/Tender Fees:

- i) Documentary evidence that the bidder is a Micro or Small Enterprises registered with National Small Industries Corporation or MSEs who are having valid and latest Udyam Memorandum specified by Ministry of Micro, Small and Medium Enterprises.
- ii) The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder.
- iii) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

In case any further details are required, kindly feel free to contact us on any working day/during working hours well before the closing date and time fixed for the purpose.

Thanking you,

Yours's faithfully
For Ramagundam Fertilizers and Chemicals Limited

(Mahima Sunaiya)
Assistant Manager (Contracts & Procurement)

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
(A Joint Venture of NFL, EIL & FCIL)
4th Floor, Wing-A, Kribhco Bhawan, Sector-1
Noida, UP-201301
0120-2533600

Ref No:-RFCL/HR/C&P/Security Service/2023/06

Dated: 05.06.2023

SECTION-I

SUB: - NOTICE INVITING TENDER FOR SUPPLYING SECURITY GUARD AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), CORPORATE OFFICE, 4TH FLOOR, WING-A, KRIBHCO BHAWAN, SECTOR-1, NOIDA, UP-201301

RFCL, a Joint Venture Company of NFL, EIL & FCIL requires 01 Security Guard at its office situated at Noida as per details given below: -

1. The AGENCY's SERVICES is to provide Security service (Security Guard) as and when requested by RFCL, to assist RFCL Corporate Office, NOIDA (U.P.). The scope of SERVICES may be increased or decreased by RFCL at any time in accordance with the provisions of this Contract.
2. 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.
3. **Contract Period:** - Initially for a period of Two year from the date of engagement, extendable on another period of three months on mutual consent basis.
4. **Place of work:** The deployment of incumbents by the agency will be required to work at RFCL, Corporate Office, Noida.
5. **Terms of engagement:** The incumbent will be required to work in shifts or General Shift as per timings prevalent in RFCL, Corporate Office.
6. **Performance of Services:** - RFCL desires 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. Further the personnel offered by it under the Contract shall be skilled, experienced in the field and capable of doing work services, mentioned above and as per RFCL requirement. The AGENCY shall be required to submit the bio-data of his personnel along with the attested copies of certificates of qualification and experience of personnel within maximum of 7 calendar days. The shortlisted candidates shall be called for interview for selection. The original testimonials shall be available with the concerned agency personnel for verification at the time of interview.

7. Award of Work: -

- a. Bidders are requested to quote their service charge/ profit margin per Security Guard per month only in percentage (%) strictly in format of quotation attached as **Annexure-A**.
- b. In case Bidder (s) quote "Zero or its derivatives as Service charge/Profit margin in the schedule of Rate (Format enclosed- Annexure-A), their price bid shall be summarily rejected.
- c. Bidder(s) is/are required to note that minimum wages applicable shall be as notified by Labour Department, Government of India. Any escalation in wages shall be reimbursed as per clause 23 of General Terms & Conditions forming part of bid document.
- d. Bids shall be evaluated on L-1 basis after loading quoted service charge/profit margin and GST.

8. Security Deposit:

- a. The Security Deposit shall be 10% of the basic contract value (excluding taxes).
- b. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) / WO by the successful tenderer. EMD can be adjusted against SD or returned as per terms of the contract.
- c. The balance amount shall be recovered @ 7.5% from each running bill and the final bill as to make the total security deposit at 10% of the Contract / Work Order Value.
- d. No interest shall be paid on security deposit.
- e. Any amount recoverable from the contractor shall be deducted from security deposit.
- f. Security deposit shall be returned to contractor after obtaining "No objection certification" from executive department after expiry of "Defect Liability Period of three months". In the event of non-performance /non-compliance with any provisions of the Contract by the Contractor or termination of contract due to default of the contractor, other than Force Majeure reasons, the Security Deposit/Performance Guarantee shall be forfeited

Asst.Manager (Contracts & Procurement)

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 Party/agency.
5. "THE PARTY/AGENCY" means person or persons or firm or company whose bid 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 Party/agency for the execution of the works including therein all contract documents.
6. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Notice documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
7. 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.
8. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Officer-in-charge when the works have been completed to his satisfaction.
9. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
10. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of DETAILED LETTER OF ACCEPTANCE (DLOA), whichever is earlier.
11. "GTCC" means General Terms & Conditions of Contract.

General Terms and conditions of Contract

1. Interested Party/agency, after studying all the documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Party/agency should satisfy himself with the office conditions prevailing at the place of work. Submission of bid implies that the party/agency 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 Party/agency may visit the office and shall acquaint himself 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. Failure to comply with the aforesaid requirements will not relieve the Party/agency of his obligations in the event of his bid being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
3. If the Party/agency has relations whether by blood or otherwise with any of the employees of the RFCL, the Party/agency must disclose the relations in the Form of Declaration attached, at the time of submission of documents failing which RFCL shall reserve the right to reject/ rescind the bid.
4. **Validity of Contract:** The contract shall remain valid for a period of **Two** year extendable on for another period of three months, on mutual consent basis.
5. **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.

6. Rights of Owner

A unilateral stoppage of work by the Party/agency 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 Party/agency. Any aforesaid action shall be without prejudice to any other action rights and remedies etc. that may also be available.

If the Party/agency fails to fulfil his obligations under the contract, RFCL shall have the right to get the work done by the agency other than the Party/agency /own resources.

7. Termination of Contract:

If the Party/agency is unable to execute the work, any loss incurred by the company in this respect will be the Party/agency 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:

- 7.1. At any time, the Party/agency makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 15 days from the Officer In-Charge, **or**
- 7.2. If the Party/agency 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**

- 7.3. If the Party/agency assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**
- 7.4. If the Party/agency abandons the contract, **or**
- 7.5. If the Party/agency becomes bankrupt / insolvent.
- 7.6. If Party/agency does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive 2 (two) months RFCL management has reserve 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 Party/agency and acceptable to RFCL, up to the date of termination.

8. **Terms of Payment:**

- 8.1. **Payment against the bills:** Payment of Monthly Bills shall be released through Electronic Fund Transfer (EFT) mode after making necessary recoveries / deductions towards Income Tax, Applicable Taxes, Penalty etc as applicable from time to time, including any amendment of modification thereof., against submission of Bill after completion of the work. Payments of Bills will be made within 15 days of receipt of bill complete in all respects.
- 9. **Tax Deduction at Source:** Statutory deduction on account of Income Tax / Other applicable taxes if any shall be made from the bill of the Party/agency at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws. at the time of release of payment to the Party/agency.
- 10. **Income Tax Permanent Account Number (I-Tax PAN):** The Party/agency shall mention the new series Permanent Account Number allotted by the Income Tax Authorities in his documents.
- 11. **Agreement:** The Party/agency responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Documents under this notice, Other Documents exchanged between the Party/agency and RFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Party/agency shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper of Rs. 100.00 at New Delhi, 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 Party/agency. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL. **(Annexure VI)**

12. **Statutory deductions:**

- 12.1. Statutory deductions on account of Income Tax and another applicable taxes, at the time of release of payment to the party.
 - 12.2. The rates indicated are inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the Party/agency against Tax invoice.
 - 12.3. "GST, if applicable shall be reimbursed by RFCL as per GOI notification. The Party/agency 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.
13. **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 Party/agency may appeal to the Officer In-Charge whose decision shall be final and binding.

14. The Party/agency 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 Party/agency 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 Party/agency 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.
15. **Loss to Office during Execution:** Any damage or loss caused to office equipment etc. during execution of this contract by the Party/agency employees will be made good by the Party/agency at his own cost and risk.
16. The Party/agency shall pay the wages to the employees directly without the intervention of any outsiders and the Party/agency shall ensure that no amount by way of commission or otherwise is deducted or recovered by employees from the wages of employees.
17. The Party/agency 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. If at any time, it is noticed or it comes to the knowledge that the payment, to the employees employed by the Party/agency, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.
18. The Party/agency has to make the payment to his employees on or before 7th day of the following month directly into their bank accounts. In case party/agency 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.
19. In case Party/agency 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 fulfilment of statutory requirements such as PF, ESI, Bonus, Leave Payment, etc. by the Party/agency. Further wherever Party/agency fails to pay the wages to its employees, RFCL reserves the rights to pay the wages to the Party/agency employees directly on behalf of the Party/agency after deducting the payments out of bills/dues payable to the Party/agency. However, in such cases, 25% will be recoverable extra on account of administrative expenses on and above the amount paid by RFCL.
20. If Party/agency 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 Notice.
21. The Party/agency 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.
22. 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 Party/agency 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.
23. **Escalation in Rates in case of Category (Unskilled, Semi-Skilled and Skilled) employees**
 - Rates quoted by the Contractor will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in material cost etc. if any.

The tenderer shall quote their rates inclusive of all taxes & duties excluding applicable GST. No request for increase / decrease or inclusion of any taxes shall be entertained afterwards.

- It shall be duty of the Contractor to pay the Minimum Wages and other statutory payments to its employees as specified by the Labour Department Government of India from time to time.
- The rates quoted by the Contractor/ Tenderer will be firm during the Contract period including extension (if any) and will not subject to escalation/de-escalation irrespective of any increase what so ever, except any increase in minimum wages as directed by the Govt. of India (after notification of the Govt.). The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages, PF, ESI, Bonus, Leave Payment, however no escalation/de-escalation will be paid on the contract profit margin/Service Charges. The escalation/ de-escalation of wages, if any, will be as per the notification of minimum wages issue by Government from time to time:

- 24. Provident Fund Account Number (PF A/c. No.):** The Party/agency shall mention the Account Number allotted by the Provident Fund Authorities in his documents as per statutory requirements.
- 25.** The Party/agency shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Party/agency is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 26. Overtime /Out Of Pocket** shall be paid to the personnel deployed for working beyond normal working hours as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
- 27.** 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 Party/agency for the execution of the work.
- 27.1.** The party/agency 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 Party/agency 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 Party/agency 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.
- 27.2.** The Party/agency 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 15th of the month following the month to which it relates. For this purpose, every month the party/agency 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.
- 28.** The Owner shall not be responsible for any medical treatment of Party/agency personnel's. Party/agency shall ensure medical treatment or hospitalization of personnel including medical examinations, vaccinations, and inoculations shall be provided by Party/agency 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 Party/agency officers deployed with RFCL at the cost of the Party/agency. The Party/agency is required to take Medical Insurance of minimum Rs 1, 00,000/ (Rupees One lakh Only) – at their own cost for each of their personnel deployed in RFCL. Party/agency 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.

29. The Owner will not be responsible for any injury sustained by the employees of the Party/agency during the performance of the above contract, any damage, compensation due to any dispute between the Party/agency and his employees. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Party/agency. Any other expenditure incurred by RFCL to face the situation arising out of the negligence of the Party/agency will be recovered from his dues payable by RFCL under the Contract.

30. The Party/agency 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 or any other Act regulating the employment of employees by the Party/agency.

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

31. The Party/agency 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.

32. Payment for Preparation of Notice/Document

The Party/agency shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of signed notice/documents in any case.

33. **Safety Regulations:** All the accidents to Party/agency staff will be reported to the Officer - In charge promptly. This will, however, not relieve the Party/agency 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"

34. **Fore Closure-** Contract may be fore closed by RFCL at its discretion at any time. In that event, nothing shall be payable from the date of fore closure.

35. Continued Performance:

The Party/agency 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 Party/agency 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.

36. Force Majeure:

36.1. 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.

36.2. 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:

36.2.1. Act of terrorism;

- 36.2.2.** Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
 - 36.2.3.** Ionising 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;
 - 36.2.4.** Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
 - 36.2.5.** 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.
- 36.3.** 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.
- 36.4.** 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.
- 36.5.** 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 Party/agency, the Party/agency must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
- 36.6.** 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.
- 36.7.** The Party/agency has no entitlement and RFCL has no liability for:
- 36.7.1.** any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
 - 36.7.2.** any delay costs in any way incurred by the Party/agency due to an event of Force Majeure.
- 36.8.** 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.
- 36.9.** 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.

37. Settlement of Disputes:

All disputes or differences of any kind, whatsoever arising out of or in connection with the CONTRACT, whether during the progress of the work or after its completion and whether before or after termination of the CONTRACT, shall be referred by the Party/agency to RFCL and RFCL shall within a reasonable time after such representation, make and notify his decision(s), thereon, in writing. The decision, directions and certificates with respect to any matter, as is especially

provided for by these conditions, given and made by RFCL shall be final and binding upon the Party/agency. In case the decision of RFCL is not acceptable by the Party/agency, he can resort to the remedies available to him under the Contract i.e. Arbitration. However, if the final bill is signed by the Party/agency as 'Accepted' in full and final settlement thereof, no dispute raised thereafter shall be valid.

38. 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 of 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."

- 39. Jurisdiction:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Delhi/New Delhi 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.

Asst.Manager (Contracts & Procurement)

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 with Seal)

Name: _____

Address: _____

Place: _____

E-Mail Address _____

SECTION-V

DECLARATION FORM-II

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

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

Signature of the Party/agency with SEAL

(Signature with Seal)

Name: _____

Address: _____

Place _____

SECTION-VI

STATEMENT FOR DETAILS OF GST

Whether Party/agency 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)

Name _____

Date _____

Place _____

SECTION-VII

Under taking on letter head: -

With reference to Document No. _____ dt. _____ of Ramagundam Fertilizers And
Chemicals Limited, 4th Floor, 4th Floor, Kribhco Bhawan, Sector-1, Noida
Uttar Pradesh - 201301 Hiring of Security Guard, I _____
_____ S/o
Sh. _____ R/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 bid for the job.

iii) That the information furnished by me/us in respect of above notice 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)

Authorised Signatory

Name:

Designation & Seal

SCHEDULE OF RATES (SOR)
PROVIDING SECURITY GUARD SERVICES FOR RECL. NOIDA

Sr. No.	Description of work	Unit	Tentative Quantity (Nos.)	Monthly Wages(in ₹) Break-up provided here under	Service charges/profit Margin per month per Security Guard (in % age)	Service charges/profit Margin per month per Security Guard (in ₹)	Unit Rate Total (in ₹)	Amount for one month (in ₹)
A	B	C	D	E	F	G	H=E+G	I=D*H
1	SECURITY GUARD	Nos.	1	45845				
TOTAL AMOUNT (In Rs)								
TOTAL AMOUNT IN WORDS								

(Signature of the tenderer)

NOTE:-

1. Bidder's bid should be workable and price bids quoting "Nil" consideration or "Zero or its derivatives as contractor's profit margin will be rejected summarily. (As per order no. 29(1)/2014- PPD dated 28 Jan 2014 Ministry of Finance).
2. Bids having less than current minimum wages and not fulfilling the related statutory requirements are to be rejected.
3. **Bids will be evaluated on overall basis.**
4. 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.

Break-Up of Wages/Salary as applicable to Category

Details		Category Name		Unskilled
		Location		Noida
		Notified Minimum Wages (central) 01.04.2023		23322
		Effective		Applicable w.e.f 01.04.2023
Staff wages	A	Gross Salary for 8 Hours		23322
		Allowance (26 days)		11661
		Total Wages		34983
		Washing Allowance		100
		Total Wages + Allowance		35083
Statutory Responsibilities	B	PF@ 15000 OR MIN. wages whichever is lower	13%	1950
		WC applicable/ESIC	3.25%	1137
		Gratuity	4.81%	1122
		Bonus	8.33%	1943
		Leave	11.86%	4161
		Total Statutory pay-out		10312
Other Direct Cost	C	Supervision		0
		Training		0
		Uniform		450
		Total Manpower Cost		45845

- Employees shall be entitled to increase in minimum wage rate by Labour department, Govt. of India on six monthly basis and increase in minimum wages along with other statutory payments shall be reimbursed by the Company to Agency.
- The Wages as tabulated above has to be paid by the Service Provider to their employees engaged for providing the services.
- The Service Provider shall arrange to recover PF/ESIC from their employees on applicable rates and deposit to Government/appropriate authorities.
- Overtime will be payable as per applicable rules

BID SECURITY FORM

Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS AND CHEMICAL LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT 4TH FLOOR, KRIBHCO BULDING, WING-A, NOIDA-201301 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____(RUPEESONLY).

1. WE _____BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED _____ DAY OF _____ 20

CORPORATE SEAL

FOR BANK

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, 2013 and having its registered office at 4th Floor, KRIBHCO Building, Sector-1, NOIDA - 201301, 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)

FORM OF AGREEMENT

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of

----- BETWEEN RAMAGUNDAM FERTILIZERS ANDCHEMICALS

LIMITED, registered in India under the Indian Companies Act 2013, having its Corporate office at 4th floor, KRIBHCO Building, Sector-1, Noida- 201301 (herein after referred to as the "Owner" which expression shall include its successors and assigns) of the ONEPART.

AND

----- carrying on business in sole Proprietor/ partnership/ company etc. under the name and style of-----, having its office at----- (hereinafter referred to as the "Contractor" which expression shall include his/their executors, representatives and permitted assigns/ successors) of the OTHER PART.

WHEREAS the owner is desirous of executing certain works more specifically mentioned and described in the Work Order No. -----Dated -----for and WHEREAS the contractor has agreed to execute the work as specified in the Tender Documents/ Work Order referred to above.

NOW, THEREFORE, THIS CONTRACT WITNESSESS AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

- a. This agreement of contract;
- b. NIT/ Tender documents;
- c. Acceptance of Tender;
- d. Letter of Intent dated ----- ;
- e. Work Order dated -----; and
- f. Further amendments, if any.

A copy of each tender document is annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE-2

2.1 WORK TO BE PERFORMED

Inconsideration of the payments to be made to the contractor as here in after provided, he shall, with due care, promptness, accuracy execute the work in accordance with the Notice Inviting Tenders, Special Terms & conditions of Contract, Work Order and Letter of Intent.

ARTICLE-3

3.1 COMPLETION PERIOD

The contract work shall be duly completed in all respect and handed over to within stipulated time schedule from the date of issue of Letter of Intent. The time mentioned herein shall be the essence of the contract.

ARTICLE-4

4.1 JURISDICTION

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract(including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Peddapalli District of Telangana (where this contract has been signed on behalf of the owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE-5

5.1 ENTIRE CONTRACT

The contract documents mentioned in Article-1 hereof embody the entire contract between the parties. The parties declare that in entering into this contract they do not rely upon any previous representation whether expressed or implied and whether written or oral, or any inducement, understanding or agreement and all prior negotiations, representations, contract and/or agreements and understanding are hereby cancelled.

ARTICLE-6

6.1 NOTICE

Subject to any provisions in the contract documents to the contrary, any notice or order or communications sought to be observed by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (not withstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered acknowledgement due post to the engineer-in-charge as defined in the general conditions of contract.

Without prejudice to any other mode of service provided for in the contract documents or otherwise available to the owner any notice, order or other communications sought to be served by the owner on the contractor with reference to the contract, shall be deemed to have been sufficiently served if delivered by hand or through registered acknowledgement due to the principal office of the contractor at his/their address mentioned on page No.1.

ARTICLE-7

7.1 WAIVER

No failure or delay by the owner in enforcing any right or remedy in terms of the contractor any obligations or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability as the case may be, by the own errand not withstanding such failure or delay, the owner shall be entitled at any time to enforce such right, remedy, obligations or liability, as the case maybe.

ARTICLE-8

8.1 NON-ASSIGNABILITY

The contract and benefits and obligations thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

ARTICLE-9

9.1 ARBITRATION

Except where otherwise provided in the contract all matters, questions, disputes or differences 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 Parties to the contract be referred to the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

The Arbitration & Conciliation Act, 1996 or any statutory modification or re- enactment thereof and the rules made there under shall govern the Arbitration proceedings.

It is 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 disputes / differences 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 rate of SBI MCLR/PLR / Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

IN WITNESS WHEREOF the parties hereto executed this contract on _____ the day of _____, 2020 and shall come into force w.e.f. _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(With Rubber stamp)

Contractor
(With Rubber stamp)

Witness

1.

2.

Witness

1.

2.