



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

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

**BIDS ARE INVITED  
FOR**

**Hiring of one No. 250 kVA silent type Diesel Generator set for RFCL at KRIBHCO  
Bhawan, Noida including DG Operator & Comprehensive On-site Maintenance Services**

**Tender No:- RFCL/CO/C&P/HR/DG/2023/01**

**E-TENDER NO: RFCL- 54857**

**APRIL-2023**

**Ramagundam Fertilizers and Chemicals Limited**  
*(A Joint Venture Company of NFL EIL & FCIL)*  
**Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan,**  
**Sector-1, Noida, UP, 201301**  
**Phone: 0120-2553600**  
**Website: www.rfcl.co.in**

Ref No.: RFCL/CO/C&P/HR/DG/2023/01

Dated: 19.04.2023

**“ TENDER FOR Hiring of one No. 250 kVA silent type Diesel Generator set for RFCL at 4<sup>th</sup> FLOOR, WING-A, KRIBHCO Bhawan, SECTOR-1, Noida, UP including DG Operator & Comprehensive On-site Maintenance Services”.**

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**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**Ramagundam Fertilizers and Chemicals Limited***(A Joint Venture Company of NFL EIL & FCIL)***Corporate Office- 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan,****Sector-1, Noida, UP, 201301****Phone: 0120-2553600**

Website: www.rfcl.co.in

Ref No.: RFCL/CO/C&amp;P/HR/DG/2023/01

Dated: 19.04.2023

**NOTICE INVITING TENDER**

**Sub: -“TENDER for Hiring of one No. 250 kVA silent type Diesel Generator set for RFCL at 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP including DG Operator & Comprehensive On-site Maintenance Services”.**

Tender on e-bid mode are invited from experienced and financially sound contractors for the following work:					
S No	Work Description	EMD	Tender Fee	Last Date of receipt of Tenders	Date of Tender opening for technical bids
1	Hiring of one No. 250 kVA silent type Diesel Generator set including DG Operator and comprehensive On-site Maintenance services at RFCL, Corporate Office, 4 <sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, NOIDA	₹ 10,000/-	-NIL-	02.05.2023 upto 16:30 PM	02.05.2023 up to 17:00 PM
Date for opening of price bids shall be intimated later on.					
For eligibility criteria, evaluation criteria and documents required to be submitted refer “Tender Documents”.					

**2. Mode of Tendering**

Ramagundam Fertilizers and Chemicals Ltd (RFCL) invite bids for “Hiring of one No. 250 kVA silent type Diesel Generator set including DG Operator and comprehensive On-site Maintenance services at RFCL, Corporate Office, 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, 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 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](http://www.tenderwizard.com/RFCL) or contact any one of the following:-

**a) M/s Ramagundam Fertilizers & Chemicals Ltd**

<p><b>Sh. S.K. Chauhan</b> Dy. General Manager (HR) Ramagundam Fertilizers &amp; Chemicals Ltd 4<sup>th</sup> Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301. e-mail: <a href="mailto:skchauhan@rfcl.co.in">skchauhan@rfcl.co.in</a></p>	<p><b>Sh. Shashi Prakash,</b> Sr. Manager (C&amp;P) Ramagundam Fertilizers &amp; Chemicals Ltd , 4<sup>th</sup> Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301. Contact No.- 0120-2553614; e-mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a></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	<b><a href="mailto:info@abcprocure.com">info@abcprocure.com</a></b> <b><a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a></b>
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	<p><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</p>
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3. 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.
4. 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.
5. 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.

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

**7. 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 “Hiring of DG Set for RFCL- Corporate Office” is:**

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date &amp; Time</i>
1	Start Tender Document Download	<b>19.04.2023 at 10:00 hrs.</b>
2	End Tender Document Download	<b>02.05.2023 at 16:00 hrs.</b>
3	Due/ last date of submission Bids	<b>02.05.2023 at 16:30 hrs.</b>
4	Techno-commercial Bids Opening	<b>02.05.2023 at 17:00 hrs.</b>
5	Price Bid Opening	To be intimated

**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 preponed/amended.

9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

**11. TENDER OPENING**

The tenders will be opened electronically by RFCL at Head Office, NOIDA. The submission of bids may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bid 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.

12. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.

13. RFCL reserves the right to reject or accept any tender without giving any reason.  
 14. The bids not accompanied with the requisite Earnest Money may not be opened.

**15. 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.

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

Dy. GM (HR) Ramagundam Fertilizers And Chemicals Ltd  
 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sec-1, Noida, UP

**17. 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 dept of RFCL, Ramagundam Plant.

**18. GST Nos.**

RFCL, CORPORATE OFFICE, NOIDA	09AAHCR2335P1ZV
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19. 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.*

20. The rates should be quoted as per price bid 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.

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

**22. 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

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**DECLARATION FOR SUBMISSION OF TENDER FORM**

To

Sr. Manager (Contracts & Procurement),  
Ramagundam Fertilizers and Chemicals Limited,  
(A Joint Venture Company of NFL, EIL & FCIL)  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan  
Sector-1, Noida, UP-201301.

Sir,

I/We hereby submit tender for "**Hiring of one No. 250 kVA silent type Diesel Generator set including DG Operator and comprehensive On-site Maintenance services at RFCL, Corporate Office, 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, NOIDA**" as per tender separately signed and accepted by me/us, and rates quoted by me/us in **Annexure-X** 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 ₹ **10,000/- (Rupees Ten Thousand Only)** vide Demand Draft No. \_\_\_\_\_ & \_\_\_\_\_ dated \_\_\_\_\_ & \_\_\_\_\_ or RTGS/NEFT UTR no \_\_\_\_\_ & \_\_\_\_\_ dated \_\_\_ & \_\_\_ in favour of Ramagundam Fertilizers and Chemicals Limited payable at **NOIDA**.

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/performance 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**

**4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan,  
Sector-1, Noida, UP-201301**

1. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Dy. General Manager (HR), RFCL, Noida at least 7 (Seven) days prior to the closing date of the tender.
2. The rates should be quoted item wise for the complete Scope of Work as per Performa "Schedule of Rates" in SECTION-XIII. The rates should be quoted only in the units given in the enquiry and should be indicated both in words as well as figures. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted. The rates quoted shall remain valid for **120 days** from the date of opening of tenders for the 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 tender.
4. Apart from the documents mentioned in Section-VI of NIT, the following documents are also to be submitted with the Tender, failing which the tender will be liable for rejection:
  - i. *Certified copy of Permanent Account Number (PAN) from Income Tax Authorities.*
  - ii. **Certified copy of GST Registration No. along with documentary proof thereof, if applicable.**
  - iii. *Documentary proof for PF Registration Number*
  - iv. **Documentary proof for ESI Registration**
  - v. *Power of Attorney in the name of person, who has signed the Tender Documents.*
5. The bid prepared by the Bidder including all correspondence etc., relating to their offer/bid shall be in ENGLISH language only
6. Incomplete bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice shall be liable to be rejected.
7. 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-XIII.
8. 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.
9. 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.
10. 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 XII, on company's letter head.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**Ramagundam Fertilizers and Chemicals Limited 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP 201301**

**TECHNICAL ELIGIBILITY CRITERIA AND EVALUATION OF BIDS FOR HIRING OF ONE NO. 250 KVA SILENT TYPE DIESEL GENERATOR SET INCLUDING DG OPERATOR AND COMPREHENSIVE ON-SITE MAINTENANCE SERVICE for RFCL at 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida**

**Eligibility Criteria /Bid Acceptance Criteria:-**

S. No.	Conditions	Documents required (To be submitted along with Technical bid)
1.	<p>Bidder should be Service Provider / Contractor of having existence in the business of <u>"Supply of Diesel Generator on hiring basis along with Comprehensive Operation and maintenance of Diesel Generator"</u> 'during immediate last Seven (7) years.</p> <p><b>Note:</b> "The last Seven (7) years shall be counted from last date of the preceding month in which tender has been Issued."</p>	<p>i) Year of Establishment &amp; Registration No along with documentary proof if any</p> <p>ii) P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) <u>For Proprietorship firm</u> - 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)-PAN No. of the Contractor to be intimated along with Documentary Proof thereof.</p>
2.	<p>Bidder should have successfully completed <u>"Supply of Diesel Generator on hiring basis along with Comprehensive Operation and maintenance of Diesel Generator"</u>.during immediate last Seven (7) years as mentioned below :</p> <p>The tenderer should have completed <b>three</b> similar works each costing not less than <b>₹ 3.12 Lakhs</b> (or) The tenderer should have completed <b>two</b> similar works each costing not less than <b>₹ 3.90 Lakhs.</b> (or) The tenderer should have completed <b>one</b> similar work costing not less than <b>₹ 6.24 Lakhs.</b></p>	<p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
3.	<p>The average annual turnover of the bidder during last three financial years ending on the date of issuance of enquiry shall not be less than <b>₹ 2.34 Lakhs.</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 immediate three preceding financial years. (Example, In</li> </ul>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years.</p> <p>(FY2019-20, 2020-21 &amp; FY 2021-22).</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>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 December, 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>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 ₹ 78000/- as per Audited Financial result of FY</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,</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 ₹ 78000/- as on preceding month in which tender has been issued.</p>
6.	<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>

**EVALUATION CRITERIA:-**

- a.** Evaluation of financial bids to determine L-1 party shall be done on the basis of schedule of quantities indicated and rates quoted by the parties in Annexure-X of Tender Document. Evaluation shall be done on overall L-1 basis.
- b.** If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other Tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other Tenderers.
- c.** No Deviation to NIT terms and conditions would be entertained.
- d.** This document should be signed, stamped and uploaded by the Tenderer and submitted along with the application.

\* \* \* \* \*

**SECTION -VII****(To Be Filled and Submitted by the Party )**

1. Name of Party (M/s.) - \_\_\_\_\_
2. Address of Regd. Office - \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Telephone Number(s) - \_\_\_\_\_  
 Fax Number(s) - \_\_\_\_\_  
 E-Mail - \_\_\_\_\_  
 Website - \_\_\_\_\_
4. Type of Firm - \_\_\_\_\_  
 Whether Proprietorship/  
 Partnership/Public Limited/  
 Private Limited **(Documentary evidence should be enclosed )**
5. Name & Address of Proprietor/Partner/Director - \_\_\_\_\_  
 \_\_\_\_\_  
**(Documentary evidence should be enclosed )**
6. Experience/ Details of contracts executed in the past

**( Self attested and stamped copies of successful Completion Certificate(s) issued by the Organizations should be enclosed. )**

S.No.	Name of the Organization	Period of contract	Value of Contract (Rs.)
01.			
02.			
03.			
04.			
05.			
06.			
07.			
08.			
09.			
10.			

(Please attach separate sheet for additional information.)

7. Is any other Firm / Sister concern / Associate belonging to the same group is applying for qualification for the subject work:-  
 \_\_\_\_\_

If yes, name of the firm \_\_\_\_\_

8. Is any close / distant relative(s) is / are working in Ramagundam Fertilizers & Chemicals Limited (RFCL):-  
 \_\_\_\_\_

If yes, name, designation and department of the person may be indicated in the proforma below:

<b>S.No.</b>	<b>Name (S/Shri)</b>	<b>Designation</b>	<b>Department</b>
1.			
2.			
3.			

9. Have your Firm ever been De-listed/Blacklisted by any PSU/Co-operative/reputed Private Sector Organization:-

\_\_\_\_\_

Note:- Furnishing of False/Incomplete Information with the application would lead to dis-qualification.

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

**Signature with Seal  
(Proprietor/Partner/Managing Director/Director \* )**

\* **Strike out, whichever is not applicable.**

**This document should be signed and stamped by the Tenderer and submitted along with the application.**

\* \* \* \* \*

**INSTRUCTIONS TO THE TENDERERS**

Before submitting their tenders, the tenderers are advised to go through the following terms and conditions very carefully:

1. Tenderers are advised to visit and inspect the site (RFCL, Corporate Office) on any working day to collect all information that will be necessary for preparing the Tender and entering a Contract for the services to be rendered. The Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
2. Submission of a Tender by a Tenderer implies that he has read the NIT and Instructions and all other Contract Documents and has made himself aware of the scope and specifications of the works to be performed, local conditions and other factors having a bearing on the execution of the works under the Contract.
3. The tender document shall remain the property of RFCL and if obtained by one intending tenderer, shall not be utilizable by another without the consent of RFCL.

**4. EARNEST MONEY DEPOSIT (EMD):**

Tenderers must submit Earnest money deposit of ₹. **10,000/- (Rupees Ten Thousand only)**. The tenderers will have to submit EMD in the form of:

- (i) A Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Delhi (*the details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module*).
- or**
- (ii) A Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format (see Annexure-III). The Bank Guarantee should be valid for a period of Three Months and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by RFCL (the details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).
- or**
- (iii) Online mode. Under this option, charges if any, shall be borne by the vendor. 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	:	Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New -Delhi- 110 019.
d) Branch code	:	04298
e) IFSC No.	:	SBIN0004298
f) Current Account	:	40306767010

**NOTE:** If the bidder is making electronic payment i.e, through RTGS / NEFT for submission of EMD then details / receipt of such payment should immediately be forwarded to [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in) within 24 hours of remittance.

- (a) Earnest Money shall be forfeited at the sole discretion of RFCL in case the tenderer, after intimation from RFCL of the acceptance of his tender, either wholly or in part fails to enter into a contract with RFCL and/or changes any of price and terms and conditions of the tender within the validity period.
- (b) Earnest Money deposited by the successful tenderer shall be returned on submission of Security Deposit.
- (c) Earnest Money deposited by unsuccessful tenderer shall be returned as early as possible.
- (d) No interest will be paid on the Earnest Money Deposit of either the successful tenderer (s) or unsuccessful tenderer(s).
- (e) **CHEQUES WOULD NOT BE ACCEPTED IN ANY CASE.**

5. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- a) Initial Security Deposit (ISD): The initial security deposit of **1%** of the contract value has to be deposit by the L-1 party within Fifteen days from the acceptance of LOI/WO. EMD can be adjusted against the ISD.
- b) The security deposit is 3% of the contract value. The balance amount will be deducted @ 2 % of running account bills till total security deposit becomes 3% of the contract value. Security Deposit will be refunded to the Contractor after successful completion of the contract period and defect liability period of three months. No interest will be payable on the Security Deposit. SD & EMD may also be deposited in the form of PBG format. (Annexure-IX).

OR

EMD & Security deposit may be deposited through Electronic Fund Transfer (EFT) using the below mentioned bank details.

1.	NAME OF FIRM	RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
2.	BANK ADDRESS	STATE BANK OF INDIA, COMMERCIAL BRANCH, 70, THE GREAT EASTERN CENTRE, NEHRU PLACE, NOIDA 110019
3.	IFSC CODE	SBIN004298
4.	ACCOUNT NO.	40306767010

**NOTE:** If bidder opts to submit EMD/Tender fee through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to [skchauhan@rfcl.co.in](mailto:skchauhan@rfcl.co.in) and [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in).

- c) Security Deposit shall be made in favour of Ramagundam Fertilizers and Chemicals Limited in the form of:
- i. Crossed Demand Drafts issued only by Nationalized or Scheduled Bank Except Rural / co-operative Banks.
- OR
- ii. Bank Guarantee in the prescribed format, copy enclosed at **Annexure-IV** from any scheduled Bank excluding Rural/Cooperative Banks. The BG should be valid for a period of validity of the contract plus Three Months' claim period and you shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL.
- d) The Security Deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof whichever is later. In case of any dispute or differences not settled within the validity of Bank Guarantee, tenderer shall arrange to get the Bank Guarantee extended for the period asked for by RFCL. In case bank guarantee is not extended as asked, RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- e) In the event of breach of any of the terms and conditions of the contract, RFCL shall have the right to draw from the Bank Guarantee/ Security Deposit either whole or part of the value of Bank Guarantee or Security Deposit.
- f) The amount so drawn shall not in any way affect any remedy to which RFCL may otherwise be entitled or any liability incurred by tenderer under the Contract or any law for the time being in force relating thereto or bearing hereupon.
- g) This Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any differences or dispute is likely to accept or to defer payment of the Security Deposit or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted.
- h) All parties including the one who are registered with NISC or Udyog Aadhar / UDYAM and / or claiming to be MSME have to submit "Security Deposit" as per above mentioned point No. 39-(a).

**The Security Deposit amount shall not bear any interest.**



6. The Tenderer should quote rate(s) in figures as well as in words. All rates shall be quoted in the prescribed proforma. In case of difference of rates in figures and words, the rates quoted in words shall prevail. The amount of each item shall be worked out and the requisite totals should be given. Special care should be taken to write rates in figures and words only. The total amount shall be written both in figures and in words. In case of figures, the words 'Rs.' shall be written before the figures of Rupees and the word 'P' after the decimal figures e.g. Rs.5.45p. and in case of words 'Rupees' shall precede and the word 'Paise' shall be written at the end unless the rate is in whole rupees and followed by the word 'Only' it shall invariably be up to two places of decimal. In case some discrepancies are found between the rates given in words & figures of the amount shown in the tender, the following procedure shall be followed:
  - a. When there is difference between the rates in figures & words, the rate, which corresponds to the amount worked out by the tenderer shall be taken as correct.
  - b. When rate quoted by the tenderer in figures & words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
  - c. When it is not possible to ascertain the correct rate in the numbers prescribed above the rate quoted in words shall be adopted.
7. All rates shall be quoted on the tender form(SECTION-XIII).
8. In case of item rate tenders only the rates quoted shall be considered. Any tender containing percentage below above the rates quoted is liable to be rejected.
9. The Tender for the works shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered for the same works. Failure to observe this condition shall render the Tenders of the Contractor tendering as well as of those witnessing the Tender liable to rejection.
10. Tenders, which do not fulfill all or any of the conditions laid-down in Tender Document or stipulate additional conditions, shall be liable to be rejected.
11. RFCL do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
12. RFCL reserves to themselves the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at his quoted rates. If he fails to do so, earnest money will be forfeited.
13. Applicable GST shall be paid extra. All other taxes and levies in respect of this contract shall be payable by the Contractor and RFCL will not entertain any claim, whatsoever, in this respect. Tenderer shall quote all prices, including all liabilities. In the event of non-payment / default in payment of statutory obligations on the part of the Contractor, RFCL reserves the right to withhold the amount payable to the Contractor and make payment to the concerned authorities or to the labourers as may be applicable.
14. Tenderers must give their postal address as well as their residential address and telephone / fax / mobile number(s). Tender will be rejected if the Tenderers cannot be contacted after reasonable search and the Earnest Money Deposit will be forfeited by RFCL.
15. The Tenderer shall sign on every page of the Tender Document in token of acceptance of RFCL's conditions and for the purpose of identification.
16. Tender shall be forwarded under cover of a letter typewritten on the Tenderer's letterhead and duly signed and stamped by the Tenderer himself or duly authorized Principal of the Tenderer. No oral, telegraphic or telephonic Tenders or modification thereto shall be considered.
17. Tenders containing erasers and alterations of the Tender Documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.
18. When the Tender submitted is not in the name of an individual, the Tender shall disclose the nature, constitution and registration of the Tendering Firm and shall be signed by a person or persons duly authorized by the Firm by means of a legal document / Power of Attorney, a duly certified / notarized copy of the same shall be attached with the Tender.
19. Tenderers who have unconditionally accept RFCL's Tender conditions shall be considered for the present work and there after BOQ /SOR (**SECTION-XIII**) containing the Financial Bid for the present work from such Tenderers only shall be opened.

20. Once the Tenderer has given an unconditional acceptance to RFCL's Tender conditions in its entirety, he / she is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the Tender, failing which RFCL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely if any.
21. In case the condition 19 mentioned above is found to have been violated after opening Envelope No.2, the Tender shall be summarily rejected and RFCL shall, without prejudice to any other right or remedy, be at its liberty to forfeit the EMD absolutely if any.
22. The NIT and Instructions to the Tenderers shall form part of the Contract.
23. **Period of Contract:** The Contract shall initially be valid for a period of **ONE YEAR** and may be extended further up to a period of another ONE YEAR subject to satisfactory performance, on the same rates, terms and conditions and on Mutual Consent basis.
24. **Fraud and Corruption:** RFCL will reject a proposal for award of Contract if it determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract.
25. **Termination:** The Contract shall be liable to be terminated in accordance with the provisions under Para (10) of General Terms & Conditions of the Contract.
26. If the tender submitted is not in the name of an individual, the tender shall disclose the nature, constitution and registration of the tendering firm and shall be signed by persons or a person duly authorized by the firm by means of a legal document/power of attorney, a duly certified copy of the same shall be attached with the tender.
27. **Security Deposit:**
- a. The Security Deposit shall be 10% of the basic contract value.
  - b. Initial Security Deposit (ISD) shall be 1% (one) of the Contract Value which is required to be deposited within 10 days of the issue of the letter of intent by the successful tenderer. EMD can be adjusted against ISD.
  - c. Security Deposit (S.D.) @ 8% of the bill value shall be deducted from the Running Bills of the Contractor so as to make the total recovery for Security Deposit @ 10% (including I.S.D. & E.M.D.) of the gross value of work done. E.M.D. shall be considered as part of the I.S.D. Alternatively, Performance Bank Guarantee from any Nationalized / Scheduled Bank may be submitted for 3% of the contract value valid up to the expiry of Defect Liability period (one month)+ three months claim period. The Performance Bank Guarantee shall be valid till the expiry of defect liability period.
  - d. Any amount recoverable from the contractor shall be deducted from security deposit.
  - e. The Security Deposit shall be refunded after expiry of Defect Liability / Guarantee Period. No interest shall be paid on E.M.D., I.S.D. and S.D. The Defect liability period for this contract will be three months.
28. **Force Majeure:**
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.
  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:
    - a) Act of terrorism;
    - b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
    - c) 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;
    - d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
    - e) 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.
  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.

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.
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 minimise the effects of the prevention or delay caused by the event of Force Majeure.
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.
7. The Contractor has no entitlement and RFCL has no liability for:
  - a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
  - b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.
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.
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.

## **28 Dispute Resolution:**

“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, 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, 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 / NOIDA. The courts at Delhi/ NOIDA 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.”

29 **JURISDICTION:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at NOIDA 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/NOIDA.

30 **FORECLOSURE:**

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

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page and submitted.

**(Shashi Prakash)**  
**Senior Manager (Contracts & Procurement)**

**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

1. Job: The term "Job" means the works specified in the "Scope of Work".
2. RFCL shall mean Ramagundam Fertilizers and Chemicals Limited with its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, NOIDA - 110 003 and its Corporate Office at 4<sup>th</sup> Floor, Wing-A, Sector-1, Noida, UP-201301.
3. Contractor shall mean the Individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or persons composing such firm or company or the Successors of such individual, firm or company and the permitted assignee(s) of such individual or firm or company.
4. Officer-in-charge shall mean the Officer designated by RFCL who shall supervise and be in-charge of the work and issue necessary instructions at site on behalf of RFCL.
5. Tenderer shall clearly indicate rates of individual items in figures and words. In case of difference of rates in figures and words, the rates quoted in words will be treated as final. The Tender Document issued by RFCL indicate whether the rates are called for individual item or on percentage basis on overall estimated rates or on lump sum basis and tenderer is required to quote accordingly.
6. Tenderers shall strictly conform to the scope of work; specifications; schedule of quantities and rates; general and special terms and conditions of the contract, if any; and any other matter contained in the Tender Document issued by RFCL.
7. The bidders should check for any omission or incompleteness in the Tender Form. If the Tender Form is not so filled-in and completed, the bidder shall request RFCL to have this done before he completed and delivered his bid.
8. In case of breach of any terms and conditions attached to the contract, the Security Deposit of the Contractor will be liable to be forfeited by RFCL besides termination of the contract.
9. **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:

- 9.1 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**
- 9.2 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**
- 9.3 If the Contractor obtains the contract with RFCL as a result of ring tendering or other non- bonafide methods of competitive tendering, **or**
- 9.4 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**
- 9.5 If the contractor abandons the contract, **or**
- 9.6 If the Contractor becomes bankrupt / insolvent.
- 9.7 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.

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 Contractor and acceptable to RFCL, up to the date of termination.

10. **Consequences of Termination:** If the contract is terminated by RFCL for the reason detailed under clause 09 or for any other reason whatsoever:

- 10.1 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.
- 10.2 Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- 10.3 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 works, or on account of expected profits.
- 10.4 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.
11. **Submission of Bill:** A bill in duplicate, shall be submitted by the Contractor on monthly basis on or before the date fixed by the Officer-in-charge for all works executed in the quarter and the Officer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible be adjusted.
12. **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 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.
13. **Income Tax:** Income Tax shall be deducted from the bill(s) of the Contractor as per Income Tax Act, 1961. PAN No. may be submitted by the Tenderer.
- The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item / SAC Code in case of service and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable RFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.
14. **PAYMENT OF TAXES AND DUTIES**
- A. The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies etc. but excluding GST. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
- B. The rates quoted for materials should be on F.O.R. basis and are inclusive of all taxes. No GST will be paid as extra
- C. Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to RFCL's account. Any subsequent change in the rate of GST shall be to RFCL's account during contractual period only.
- D. The Total Contract Value shall be inclusive of all applicable taxes, duties ,levies etc. except GST.
- E. Liability of RFCL shall be restricted to the amount of GST only, and any interest/ penalty etc. shall be to the contractor's account.
- F. Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.
- G. As per GST, the liability towards payment of GST lies with the service provider, so RFCL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (RFCL) shall comply with the same as the service receiver.
15. **Firmness of Rates:**
- a. **Bid Validity:** A bid shall remain valid for 120 (one hundred and twenty) days from date of opening of tender.

- b. The rates specified in the tender shall include all type of taxes, levies, duties, royalties, etc. in pursuance of the contract, trade or business; wages and statutory contributions / obligations in respect of labour deployed by the contractor; and profit, cost of transportation, insurance, overheads, etc. as may have to be incurred by the contractor for getting the necessary material / reproductive material at site and nothing beyond quoted / agreed rates shall be payable to the contractor on any account. The rates shall remain firm and no variation shall be allowed on any account during the period of the contract.
  - c. Applicable GST shall be paid extra.
  - d. The quoted rates will be firm for the currency of the contract period and will not be subject to escalation irrespective of any increase whatsoever. The rates quoted should be inclusive of all taxes but excluding of GST.
16. **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".
17. **Contractor to Supply Labour & Material:**
- a. The Contractor shall provide at his own cost all labour and material, tools and plants, appliances, implements, ladders, tackle, scaffolding and temporary works etc. requisite or proper for the proper execution of the work and whether included in the specification or other documents forming part of the contract or referred to in this conditions or not, or which may be necessary for the purpose of entirely satisfying the Officer-in-charge. Contractors failing to provide the same, the Officer-in-charge may provide the same at the expenses of the contractor.
  - b. The personnel employed shall be of sound health, be mentally alert and physically fit. The Contractor shall be bound to change the personnel deployed if any of them is considered unsuitable by RFCL and decision on this account shall be final and binding on the Contractor without any questioning.
  - c. Contractor shall not employ in connection with the work, any person who has not completed eighteen years of age.
18. **Insurance:** The contractor shall at his own expense carry and maintain insurance as per the State Insurance Act, 1948 wherever applicable for its employees or employees of sub-contractor and shall indemnify and keep RFCL harmless from any liability whatsoever on this account.
19. **Payment to contract labour, wherever applicable:** The Contractor shall pay to the staff employed by him under the Contract wages not less than the minimum wages in accordance with the notification issued by Govt. of India from time to time. The Contractor shall obtain the signature or thumb impression of the worker concerned against the entries relating to him on the Wage Register and entries shall be authenticated by the initial of the Contractor. The Contractor shall disburse payment of wages in full for the preceding month to his employees on or before 7<sup>th</sup> day of the following month positively in presence of RFCL Representative, failing which the Principal Employer (RFCL) shall reserve the right to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the Contractor under the contract or as a debt payable by the Contractor.
- In case of **non payment of wages** or any other dues of an employee engaged by the contractor, the owner reserves the right to recover the amount equal to such dues of any individual worker/workers as the case may be from his bills & pay to the employee concerned.
20. **Maintenance of records:** The Contractor will be singularly responsible for maintenance of Registers and Records, i.e. Muster Roll, Register of Wages, Register of Overtime, Register of Fines, Register of Advance, Wage Slip, etc., under various Labour Laws.
21. The Contractor will furnish a Certificate along with the monthly bill(s) that he has complied with all statutory obligations as are applicable in the Republic of India.
22. **Security Check:** The security personnel are authorized to check the belongings of the employees of the Contractor while entering and leaving the office premises for security reasons.

23. **Removal of Person:** The Officer-in-charge may require the Contractor to remove from the site of the work any person(s) in the Contractor's employment who may be found to be inefficient or incompetent and the Contractor shall forthwith comply with such requirements / instructions at his own costs, risks and responsibilities immediately, with written intimation to RFCL.
24. **Conduct of contractor's employees:** The Contractor must maintain discipline and peace at the place of work. He will ensure that the personnel employed by him do not commit any misconduct or engage in any undesirable activities within or outside RFCL premises. Employees of the Contractor shall maintain decent and cordial behavior with the employees of RFCL. The contractor shall be fully responsible about the conduct of his employees. If it is found that the conduct of any person(s) employed by him is not satisfactory, the Contractor shall have to remove the person concerned and engage a new one. The decision of Officer-in-charge in this regard shall be final and binding on contractor.
25. **Indemnity:**
- a. The Contractor shall at all times indemnify RFCL against all claims, damages, losses or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shops and Establishments Act or any modification thereof or any other law relating thereto and rules made thereunder from time to time or otherwise of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not. RFCL will not own any responsibility in this regard. In every case in which by virtue of provision of the ESI Act, 1948 or any other Law for the time being in force, RFCL is obliged to pay compensation to any person whether employed by the contractor (for execution of the work) or not, RFCL will recover the amount of the compensation so paid from the Contractor's bill(s) / Security Deposit.
  - b. While carrying out the jobs the Contractor shall ensure that utmost care is taken by his staff that property of RFCL is not damaged. Loss or damage of any material or property either through theft or negligence or otherwise due to Contractor's personnel shall be recoverable / made good by him at his own cost. He shall indemnify RFCL against all losses and damages due to its employees engaged at site. RFCL reserves the right to claim adequate, suitable and commensurate compensation from the contractor on account of any damage caused to any plant and equipment of RFCL due to any act of omission / commission / negligence on the part of the Contractor during the execution of the contract.
  - c. The contractor shall indemnify and legally protect RFCL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
  - d. The personnel employed by the Contractor will be the employees of the Contractor only and shall be the sole responsibility and liability of the Contractor. All expenses in connection with their employment shall be borne by the Contractor. The Contractor shall also provide at his cost all statutory benefits, including PF and ESI, to the persons employed by him and RFCL will not have any liability whatsoever on this account. RFCL will have the right to ask for documentary evidence in this regard.
  - e. RFCL shall not bear any responsibility or liability whatsoever concerning the Contractor's employees and will not be responsible for wages and dues payable to the employees of the Contractor. The employees of Contractor will not raise any dispute with RFCL in respect of wages / terms and conditions of employment / service conditions and shall not put any claim for employment with RFCL. The contractor shall indemnify and legally protect RFCL and / or its employees against all claims, actions, proceedings, demands, costs and expenses, causes of action or suits arising out of or incidental to and / or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligation under the terms of the contract.
  - f. The Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by his worker(s). The Company shall have the right to require him to pay the cost for such missing / damaged materials / property and he shall make good, without any demur or objection, on receipt of a written demand from the Company or shall be recovered from his bill(s) / Security Deposit.



26. **Works to be carried out under the direction of Officer-in-charge:** All works shall be executed subject to the approval in all respect of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced and carried out from time to time.
27. **Agreement:** The successful bidder would be required to enter into an Agreement with Ramagundam Fertilizers and Chemicals Limited on non-judicial stamp paper of Rs.100/- cost of which is to be borne by him. Till such time formal agreement is entered into between the Contractor and RFCL, the communication from RFCL conveying acceptance of the Tender of the bidder, shall be treated as the Agreement for the purpose of operation of contract.
28. **Defect Liability Period:** A period of three months from the date of virtual completion of the works shall be deemed as Defect Liability Period. Any defect or other faults arising from material or workmanship, in the opinion of the owner (RFCL), not in accordance with the contract, within the defect liability period shall, upon directions of the owner (RFCL), in writing, be made good by the Contractor at his own cost within such reasonable period as may be specified therein. RFCL shall be under no obligation to accept / entertain any claim / demand whatsoever in this behalf.
29. **Notices:** Any notice, request or consent sought pursuant to the Tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Contractor to whom the communication is addressed, or when sent by speed post, telex, telegram, facsimile, courier or electronic mail to the Contractor.
30. Bidders may ensure that Tender Document / offer has been signed by appropriate / authorized representative of the Company. Withdrawal of offer /non-acceptance of orders placed based on offers submitted by bidders on their letter head will not be allowed on the grounds that offer was not signed by authorized person.
31. The prospective Tenderers having any common Partners / Directors / Managing Partners etc. or having any other common criteria shall be considered as Sister / Group / Associate Company. In such cases, only one of them will be eligible for participating in the tender.
32. It shall be certified by the tenderer that none of the RFCL employee is related to owners / directors. (In case any relative is working in RFCL, furnish details separately). It shall also be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners / directors is participating in this tender in the name of other firm. RFCL shall have option to reject the Tender on this ground.
33. No condition or deviation should be mentioned by the tenderer in Financial Bid. Offers where party has mentioned any condition or deviation in Financial Bid shall be liable to be ignored without any further reference.
34. RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof.
35. Quotations must be legible, clear and free from overwriting / erasures. The tenderer should sign on all cuttings / over writings. Incomplete quotations are liable to be summarily rejected.
36. Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against RFCL under or by virtue of or arising out of this contract, nor shall RFCL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the RFCL in such form as shall be required by RFCL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof. No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.
37. Contractor's Obligations w.r.t. personnel deployed and labour related compliance:
  - a. The CONTRACTOR shall be governed by and shall comply with the provisions of various applicable labour laws like Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act 1936, Employers Liability Act 1938, Employment of Children Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Minimum Wages Act 1948, Employees' Compensation Act 1923,

Employees' State Insurance Act 1948, Employee Provident Fund & Misc. Provisions Act 1952, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1971, Equal Remuneration Act 1976, Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (BOCW) along with BOCW Welfare Cess Act 1996, or any modifications thereof or any other law/ Code (s) relating thereto and rules made thereunder from time to time. (THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.)

- b. The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep RFCL indemnified in respect thereof. The contractor shall, to the extent, he is liable, comply with & give all intimation/ notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay, indemnify RFCL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and RFCL shall have no liability whatsoever on this account.
- c. In case the CONTRACTOR selected for award of contract does not have a PF code, He shall be required to obtain the same. The contractor shall timely apply and obtain requisite labour licences & other requisite registrations/ licenses/ clearances from the concerned Authorities and submit a certified stamped copy of the same. Contractor shall ensure its uninterrupted continuity throughout the period of contract/ applicability.
- d. The Contractor shall depute only physically and medically fit 'adult' persons against the contract i.e. persons below the age of 18 years shall not be allowed to be engaged for execution of work. The contractor may employ such persons as He may think fit and the persons so employed shall be employees of contractor for all purposes and shall not be deemed to be in the employment of RFCL for any purpose whatsoever.
- e. The Contractor shall pay wages directly to the persons employed by him under the Contract, within the stipulated period i.e. by 7th of the following month, by direct credit in his/her bank account through NEFT/RTGS or by way of cheque. The wage rates should not be less than the stipulated minimum wage rates notified by Appropriate Government from time to time with respect to the work performed/ rendered, without any discrimination on grounds of caste/ creed/ religion/ gender. CONTRACTOR shall also enrol/ cover all eligible/ entitled personnel under EPF, EPS, EDLI, ESI, Labour Welfare Fund, & all the other applicable statutory Acts/ Codes/ schemes and ensure deduction & deposition of the requisite contributions – employee's as well as employer's - for the same with the concerned Authorities/ departments within the due date (i.e. 15th of the following month in case of deposition under EPF & Misc. Provisions Act and by 21st of the following month in case of depositions under ESI Act).
- f. The Contractor is also required to discharge all other statutory obligations including timely submission of reports, returns to concerned Authorities and maintain updated registers and records in prescribed proforma under all the various applicable statutes/ Labour Laws/Code(s) including the rules made thereunder enacted and/or amended by the Appropriate Government from time to time.
- g. The contractor shall on monthly basis submit a certified stamped copy of wage sheet besides documentary evidence in support of wage payment, deduction & deposition of EPF, ESI, Labour Welfare. The contractor shall also submit a certified stamped copy w.r.t. any other payment made/ benefit extended by him towards fulfilment of his statutory obligations under applicable statutes and/or his contractual obligations towards RFCL. Submission of these and other requisite documents/ records and proper maintenance and production of the same as when requisitioned by Authorities/ RFCL has to be ensured for smooth clearance/ settlement of bills/payments.
- h. CONTRACTOR shall follow prescribed safety regulations & procedures and shall adhere with safe work practices.

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

In addition and furtherance of the foregoing General Terms & Conditions of the Contract, the following Special Terms & Conditions of the Contract and Specifications of the Contract shall be applicable and binding between the parties. In case of any conflict between these two sets of conditions, the special conditions shall take the precedence over the general terms and conditions of the contract.

**SCOPE OF WORK**

Hiring of one No 250 kVA silent type Diesel Generator set for RFCL at 4<sup>th</sup> Floor, Wing-A, KRIBHCO Bhawan, Sector-1, Noida including DG Operator and Comprehensive Operation & Maintenance Services on Monthly Rental Basis. **Work involves the following major activities:**

1. The Contractor should be agreeable to provide DG set with sound proof canopy original factory fabricated and panels complying latest CPCB norms as applicable on Monthly hiring basis, including services of operator(s) as per requirement. Monthly rental charges including the cost of operator, of DG Set of reputed make/brand like "Kirloskar Green", "Cummins India", "Mahindra", "Greaves", Ashok Leyland", "Jakson" or other reputed make/brand. The rental charges includes the charges for providing operator(s) as per requirement for the DG set on all working/operational days which includes Saturdays & all Gazette Holidays as per requirement of RFCL.
2. **Timing of operator:**
  - i) Operator(s) should be available at all working days (i.e. Monday to Friday) from 8:30 am to 6. 00 pm at the office premises.  
However, in case the operator is not available at the office premises the wages for the said absence shall not be payable to the contractor.
  - ii) If the operator is required to be available beyond working hours on regular working days or Saturdays/Sundays or on any other Holidays, the Contractor will be paid @ 183.50/- per hour (inclusive of applicable ESIC).
  - iii) In the event, the designated operator in on leave for whatsoever reasons. Contractor should arrange/provide substitute operator for the period of leave/absence of designated operator to maintain smooth, uninterrupted operation. In case the operator is not available at office premises a deduction will be made as per Point No. (i) above from the bill of that particular month.
3. All cost for maintenance and servicing of the Diesel Generator set including the cost of spare parts, periodical replacement and topping up of Diesel & Lubricating oil to be borne by the Contractor.
4. A daily log has to be maintained by the contractor and diesel consumption (variable charges) will be paid as per the consumption on per hour basis for which contractor has to quote rate of litre/hour in the price bid (Annexure-X). The diesel average consumption quoted by contractor in Litre/hour shall remain firm during the period of contract or during the extended period. Daily log (showing working hours of DG set, Volume of Diesel topped in & kWh reading of DG set) need to be maintained by the operator and he should get it verified by concerned official of RFCL on daily basis. Formula for calculating Diesel variable cost per month shall be ( *litre/hour x No. of hours DG run in a month x Diesel rate*). Rate of Diesel shall be considered on 15<sup>th</sup> of every month at Noida.
5. Contractor should provide DG set along with all necessary electrical/ mechanical/ safety equipment's. DG Set provided should not be more than 03 years old.
6. Energy meter should be provided or should be preinstalled in the DG set and well calibrated. The energy meter should be sealed and temper proof.
7. The DG Sets should be maintained properly to keep it in power to be operator for load of at least 80% of the DG capacity continuously.
8. The Contractor will make arrangements for obtaining all kind of permission of statutory authorities towards installation of DG Sets their own cost as per requirement.

9. Supply & installation of accessories like cables change over switches, AMF Panel, Protection devices etc. for supplying generator power to a point in office premises will be made by the Contractor at their own cost.
10. RFCL will provide the required space for installation of the generator at KRIBHCO Bhawan at available suitable place.
11. The charges for transportation, loading & unloading of the DG Set for installation of the same will be borne by the Contractor, mending of any damage caused to the office property during loading, unloading of the DG Set at KRIBHCO Bhawan will be done by the Contractor to original finish, at their cost.
12. Suitable space will be provided by RFCL at site for installation of DG set and other associated equipment's.
13. The Contractor should be in a position to install and commission the DG Set at RFCL'S office premises within 07 (Seven) days from the date of awarding the contract.
14. In case of minor faults in DG set or associated equipment's same should be rectified/repared within 2 hours to start operation of DG set and in case of major break-down of the DG Set requiring repairing time for more than 6 hours an alternative interim arrangement will be made by the Contractor within 24 hours of break-down by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the DG Set and in the event of failure on the part of the Contractor to provide an alternative interim generator of adequate capacity within four hours. Penalty @ Rs. 2000/- per day will be imposed and deducted from monthly bills of the contractor for the period the generator set remains non-functional.

Further, if the contractor regularly fails to provide uninterrupted power back up services RFCL reserves the right to avail the services at the risk & cost of the contractor and/or may terminate his contract at its sole discretion.

15. The deployment of operator for running the diesel generator set should comply with the labour legislation Act and Minimum Wages Act of Govt. of India, and all other applicable act/rules of Govt. of India.
16. Contractor should ensure timely payment of salary to the operator, which has been charged from RFCL. The total amount paid by RFCL on account of operator charges should exactly be paid to the operator by the contractor. RFCL reserves the right to seek documentary proof in respect of payment to the operator at any instant of time during the contract period. In case of any discrepancies found in payment made to the contractor, further payment to the contract may be withheld till the entire payment is made to the operator.
17. The contractor will have to remove the DG set from the office premises within 3 days from the date of termination or closure of the contract, at their cost, else demurrage charges @ Rs. 500/- per day will be levied by RFCL on the contractor. Mending of any damage caused to the Kribhco Bhawan's property during taking the generator out of the premises will be done by the contractor to original finish at their cost.
18. Any other works though not specifically mentioned but are required to finish the work in all respects for its safe, reliable, efficient and trouble free operations shall also be included and the same shall be supplied and installed by the contractor without any extra cost to RFCL.
19. The contractor should follow all electrical/mechanical/fire safety statutory requirements as per the industry practice and rule and regulations of Govt. of India/State Govt. RFCL reserves the right to conduct safety audit at any instant of time during currency of the contract by any designated official of RFCL or third party inspector. If the safety practices are not found during their visit suitable action will be taken against the contractor along with penalty and the same may be deducted from the monthly payment or any other payment due to contractor. Contractor has to follow suggestion (if any) being provided by the safety audit team.
20. **Clean-up-** Upon completion of the work the contractor shall remove from the vicinity of the work all residues, building rubbish, unused material, concrete forms and other like materials belonging to him or used under his directions during work to the satisfaction of RFCL within 15 days from the date of commissioning. In the event of its failure to do so the same may be removed by RFCL at the expense of the Contractor. The cost on account of clean-up are included in the rates and no additional claim shall be entertained.

### **Conditions of Contract:**

1. **Work Completion Period:** Installation of 250 kVA silent type Diesel Generator set for RFCL office space at Kribhco Bhawan, Noida, UP should be done within 07 days from the date of awarding the contract.
2. **Insurance:** The contractor shall be responsible and take an insurance policy for transit-cum-storage-cum-erection of DG set for all the material to cover all risks and liabilities for supply of DG set and materials on the site basis storage of materials at site, installation, testing, commissioning and associated warranty. The contractor shall also take appropriate insurance during Comprehensive operation and maintenance period of one year or till the validity of contract, from the date of commissioning and handover. The contractor shall also take insurance for 3<sup>rd</sup> party liability covering loss of human life, engineers and workmen and also covering the risk(s) of damage to the third party/material/equipment/properties during execution of the contract. Before commencement of the work the contractor will ensure that all its employees and representative are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the contract Liquidation, Death, Bankruptcy etc, shall be the responsibility of Contractor.
3. **Type and Quality of Materials and Workmanship:** The specification of the DG set should meet the technical specifications in accordance with latest appropriate IEC/Indian Standards. Any supplies which have not been specifically mentioned in this contract but which are necessary for successful & smooth running of the DF set shall be provided by the Contractor without any extra cos and within the time schedule.
4. **Comprehensive Operation & Maintenance:** The Contractor shall provide comprehensive operation & maintenance services for a period of one year or till the validity of contract, from date of commissioning. During this period the contractor shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the system, replacement of defective parts and complaints logging & its attending at priority. Contractor will provide a dedicated operator(s)/ Personnel(s) for smooth operation, routine activities & for all other maintenance works, during working & operational days of RFCL.  
  
In case of any fault/breakdown in DG set, all necessary support with sufficient manpower etc. will be provided by the Contractor during contract period which include services/support required to be attended by any authorized third party of DG manufacture or manufacturer itself should be managed by the Contractor if such requirements arise during the contract period.
5. **Project Inspection/Safety Audit:** The work will be inspected for quality at any time during commissioning or after the completion of work either by officer(s) from RFCL or any authorized Contractor/experts. RFCL reserves the right to conduct safety audit of DG set & equipment during the contract period through RFCL officials or any other third party agencies as per requirement of RFCL.

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page.

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**TECHNICAL SPECIFICATION FOR SILENT DIESEL GENERATOR SET**

**a. DIESEL ENGINE:**

- i. Make: "Kirloskar Green, "Cummins India", "Mahindra", "Greaves", Ashok Leyland", "Jakson" or other reputed make/brand
- ii. Multi Cylinders, water Cooled, 1500 RPM, Diesel engine

**b. Alternator specification:**

- i. Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.
- ii. Capacity:7.5/10/15/ 20/25/ 30 KVA at 0.85 PF, 230 Volts, Single Phase, 50 Hz. 30/ 35/ 40/ 50/ 62.5/75/ 82.5/100/125KVA at 0.85PF415 Volts, 3 Phases, 4 wires, 50 Hz
- iii. The regulation from no-load to full load shall not exceed 2.0 %.
- iv. The alternator shall be of brush less type design, self-excited of robust construction. The alternator shall be suitable for continuous rating with ambient temperatures of 40 degrees centigrade. The voltage control shall be through automatic voltage regulator unit (AVR). The AVR unit shall de-excite the alternator in case of short circuit.
- v. It shall withstand 10% overload for one hour every 12 hour duration on operation.
- vi. The alternator shall confirm drip proof constructions per IS: 4722 (At least IP 23).

**c. SOUND PROOF ENCLOSURE:**

- i. **Noise Level permitted:** Wherever acoustic insulation is provided 75 db at 1.0 me-ter from DG set under free field condition meeting CPCB norms.
- ii. Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the prescribed norms of state/ Cen-tral Pollution Control Board.
- iii. The container shall be weather proof housing the D.G. Set, fuel tank. Fresh air will enter from the alternator end. Blowers of adequate capacity will be provided, if necessary, to provide sufficient air for cooling & ensure operating temperature is within prescribed limits specified by engine manufactures.
- iv. Hinged / Sliding door will be provided on either side. Sufficient maintenance access shall be provided in the design of the acoustic enclosure.

d. **AGE OF DIESEL GENERATOR SET:** Age of Diesel Generator set at the time of hiring should not be more than 3 years and it should comply all the latest applicable CPCB norms. Copy of Invoice/Excise gate pass etc., shall be submitted as a proof of age.

e. The diesel engine shall be robust heavy duty construction. It shall deliver the required BHP at the shaft of the coupled alternator to deliver the rated output of required KVA. The speed Governor shall be mechanical auto controlled, adjusting automatically to the desired load conditions.

f. The Engine shall be fitted with all standard accessories as detailed above. It shall be possible to start the engine from the AMF Panel & locally.

g. The operation of the D.G set can be on AMF Panel or on manual basis as the case may be and decided by the RFCL. The decision of the RFCL will be final and binding on the vendor in this regard.

h. The DG set shall be mounted on wheels or foundation as required.

**i. AUTOMATIC MAINS FAILURE PANEL (WHEREVER REQUIRED, TO BE DECIDED BY THE RFCL):**

- i. AMF control panel for auto starting of the DG set shall be fabricated from the MS sheet steel 14 gauge and shall be of compartmental design. The main supporting framework shall be of angle iron or of heavier gauge sheet metal. The panel shall be self-supporting design, dust and vermin proof, dead front and fully interlocked with isolating switches. The panel mounted switches shall have defeat interlocks for testing and inspection.
- ii. The panel shall be designed so as to facilitate inspection, cleaning and repairs. The clearance between phase to phase and phase to earth or metal parts shall be as per relevant IS standards. The metering instruments like volt meter, ammeter, etc. shall be flush mounted and shall be of 1.0 class accuracy and of standard design size shall be 96 mm x 96. All indication lamps shall be of neon type / digital. The Panel shall be tested at site before commissioning.

- iii. All wiring inside the panel shall be done with copper conductors / cables/solid copper links. All the hinge doors shall be earthed. Adequate ventilation for the panel shall be provided. Logic diagram of operation of switches shall be painted on the panel. The name plates for each feeder shall be of engraved design and pasted to the respective switch gear.
  - iv. Type : Cubical, front operated with detachable cable gland plates at top and bottom.
  - v. Enclosure : 14G CRCA suitably rust inhibited with powder coated with 7 tank treatment process and provided with square section rubber gaskets IP52 enclosure.
  - vi. Mounting : Floor /Wall mounted with supporting legs or blank panel.
  - vii. Circuit breakers : Double Breaker for DG set and Mains isolation.
  - viii. Instrument panel fitted with : AC Voltmeter (0-600V) Voltmeter Selector switch. AC-Ammeter of suitable range, Ammeter selector switch. KWH Meter, Frequency Meter. Running Hour Meter.
- j. Indicating lamps for**
- Load on Mains.
  - Load on Generator
  - Set fails to start
  - Low Lubricating oil Pressure
  - High water temperature / High water temperature.
- k. Sets of Push Buttons for**
- Generator start / stop
  - Emergency trip
  - Auto Hooter
  - Auto / Manual /Test / Selector switch
  - Generator ON / OFF - Manually.
  - Mains On / OFF – Manually
- l. Battery charger static, comprising of**
- Transformer
  - Rectifier
  - Trickle / Boost auto.
  - DC Ammeter
  - Mains Voltage Monitor
  - AMF Logic with three attempt starting facility
- m. Protection**
- Over Voltage, under voltage, over load
  - Short circuit, over speed.
- n. The operation of the AMF panel shall be as follows:**
- In the event of mains failure or failure of any one phase of incoming mains voltage / frequency beyond the specified limits, signal will be given to start the generator set after a pre-set time. On firing of DG Set and built up of voltage which is within the specified limits of voltage & frequency, the output breaker / contractor shall be energized and power connected. Thus the AMF panel shall continuously monitor the quality of the incoming power and outgoing power of DG Set. Once the Mains power resumes/ stabilized within the set limits, the AMF panel shall trip the DG Set after disconnection of the DG output with the present time. The AMF panel shall have facility to operate the set under test, Auto, Manual mode.

**Note:- A bypass switch for AMF panel should also be provided so it can be used in case of malfunction of AMF panel.**

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**BID SECURITY FORM  
(EARNEST MONEY DEPOSIT)**

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE NO.III ,7, INSTITUTIONAL AREA LODHI ROAD, NEW DELHI-110003 and Corporate Office at: 4<sup>th</sup> Floor, KRIBHCO Building, Sector-1, 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. \_\_\_\_\_(RUPEES \_\_\_\_\_ ONLY).

1. WE \_\_\_\_\_ BANK HERE INAFTER 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 GUARANTEE 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 6 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 \_\_\_\_\_ 2020  
CORPORATE SEAL OF BANK



**DECLARATION FORM-I**

Ref. No; . RFCL/CO/C&amp;P/HR/DG/2023/01

Dated: 19.04.2023

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

<b>S . N</b>	<b>DESCRIPTION</b>			
<b>1</b>	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	<b>YES/NO (If Yes, Give the following details)</b>		
		<b>Name &amp; Desgn of the Employee</b>	<b>Place of posting</b>	<b>Relations hip with employe e</b>
<b>2</b>	<b>P.F. Registration No.</b> of the firm / company to be indicated <b>along with Documentary proof</b> thereof.			
<b>3</b>	<b>PAN No.</b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
<b>4</b>	<b>GST Registration No.</b> of the firm / company issued by GST authorities <b>along with Documentary Proof</b> thereof.			
<b>5</b>	<b>ESI Registration No.</b> issued by ESI Authorities <b>along with documentary proof</b> thereof.			
<b>6</b>	Type of Firm to be specified <b>(Proprietor / Partnership / Limited Co. etc.)</b>			
<b>7</b>	<b>MSME Registration</b> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (If Yes, a Self-certified copy of certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act,2006.			
<b>8</b>	Name of the Firm			
<b>9</b>	Address of the Firm			
<b>10</b>	<b>Contact Details:</b> a) Name of the Person: b) Mobile number / Landline Number c) Email	<b>Contact Details:</b> a) b) c)		
<b>11</b>	Power of Attorney/authorization for submission of tender document, as applicable Submitted	<b>Yes / No</b>		
<b>13</b>	EMD amount of Rs.10,000/-, DD Number and Date			

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

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

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

Dated: \_\_\_\_\_

**DECLARATION FORM-II**

Ref. No; . RFCL/CO/C&amp;P/HR/DG/2023/01

Dated: 19.04.2023

To,  
Dy. GM ( HR)  
Ramagundam Fertilizers and Chemicals Ltd.  
CO, Noida

Subject :  
Dear Sir,

<b>1</b>	<p><b><u>UNDERTAKING</u></b></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms &amp; Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
<b>2</b>	<p><b><u>ACCEPTANCE OF TENDER CONDITIONS</u></b></p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms &amp; conditions as mentioned in the G.T.C &amp; NIT without any reservation and shall abide by the same.</p>
<b>3</b>	<p><b><u>Labour License(If applicable)</u></b></p> <p>The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&amp;A) Act, 1970 &amp; Contract Labour (R&amp;A) Central Rules,1971 and submit a copy of the same to RFCL, ----- before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&amp;A) Act 1970 &amp; Contract Labour (R&amp;A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, ----- before start of execution of contract work”.</p>
<b>4</b>	<p>I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name</p>
<b>5</b>	<p>I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to s banning of business as per rules of RFCL</p>
<b>6</b>	<p>I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD if any and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.</p>

Thanking you

Yours faithfully  
For & on behalf of Tenderer/Contractor

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

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

Dated: \_\_\_\_\_

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

**AFFIDAVIT**

With reference to NIT No. \_\_\_\_\_  
Dt. \_\_\_\_\_ of Ramagundam Fertilizers and Chemicals Ltd., ----- for the work of  
\_\_\_\_\_. I, \_\_\_\_\_ S/o Sh.  
\_\_\_\_\_ R/o \_\_\_\_\_ do hereby

solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of

M/s \_\_\_\_\_ as under :

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

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

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

**DEPONENT**

Dated: \_\_\_\_\_

**VERIFICATION**

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

**DEPONENT**

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

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

**ANNEXURE-IV**

**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 \_\_\_\_\_ 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 Scope  
Complex, Core No. III, 7, Institutional Area, Lodhi Road, NOIDA 110003, 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)

**PROFORMA FOR QUOTING RATES (PRICE BID FORMAT)**

TENDER NO.- RFCL/CO/C&amp;P/DG/2023/01 dated:-19.04.2023

Tender for hiring of one No. 250 kVA silent type Diesel Generator set for RFCL at KRIBHCO Bhawan, Noida including DG Operator and Comprehensive On-site Maintenance Services

**A. DG SET HIRING CHARGES**

S	Description of Items	Units (Nos.)	Quantity (UoM)	Rate Per Month (₹)	GST %	Amount Per Month (Incl GST(₹))
A	B	C	D	E	F	G
1	Hiring of one No. 250 kVA silent type Diesel Generator set for RFCL at 4th Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida, UP including DG Operator charges per month and Comprehensive On-site Maintenance Services of DG Set	No.	1			
				<b>TOTAL , ₹</b>		

**B. DIESEL CONSUMPTION CHARGES**

S N o	Description of Items	Units (Nos.)	Quantity	Diesel Consumption in liter per hour in (₹)	Amount of Diesel Consumption per hour (₹)
A	B	C	D	E	F
1	CONSUMPTION PER HOUR FOR 250 KVA D.G SET (For Comparison purpose and reference only, running hour will be taken as 05 hrs. per month and Diesel rate ₹ 89.82 per litre, "X" is the Ltr/Hr quoted) Calculation will be made as below: (X Ltr/Hr)*05 Hrs* ₹ 89.82	Ltr/Hr			
3	<b>TOTAL (₹)</b>				
4	GST @ ___% on Sr. No. 3				
5	Total Amount, ₹ (Sr. No 3+4) inclusive of GST	(IN FIGURES)			
		(IN WORDS)			

**SIGNATURE OF TENDERER WITH SEAL**