



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers and Chemicals Limited

(Joint Venture of NFL, EIL and FCIL)

पंजीकृत कार्यालय: चौथी मंजिल, मोहता बिल्डिंग, 4, भिकाजी कामा प्लेस, नई दिल्ली

Registered Office : 4th Floor, Mohta Buidling, 4, Bhikaiji Cama Place, New Delhi

BIDS ARE INVITED

FOR

“ONSITE SERVICES OF 3RD PARTY LAB SETUP FOR GAS SAMPLE ANALYSYS”

E-Tender No : RFCL-26

SEPTEMBER -2020



Ramagundam Fertilizers & Chemicals Limited

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

3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066

Phone: +91-11-26701441/1442

e-mail : siva@rfcl.co.in; sprakash@rfcl.co.in

Ref. No. RFCL/C&P/Onsite Gas Analysys/2020/1

Date: 09.09.2020

e-tender No :

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ANNEXURE - I

INSTRUCTIONS TO BIDDERS (ITB)

1. Mode of Tendering

Ramagundam Fertilizers and Chemicals Ltd. New Delhi (A Joint Venture of NFL, EIL and FCIL) has decided to procure "**Hiring of the onsite services of 3rd party lab setup for gas sample analysis on need basis of gas samples of Ammonia Unit**" through e-tendering. The NIT will be posted on website www.tenderwizard.com/RFCL from where the vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e, www.rfcl.co.in

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

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

a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD

1) Mr. Siva Kumar, Chief Manager (C&P) Mob No. : 09980699556 e-mail : siva@rfcl.co.in	2) Mr. Shashi Prakash Manager (C&P) Mob No.: 09717731580 e-mail: sprakash@rfcl.co.in
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b) M/s. Antares Systems Limited, New Delhi

1	e-tendering registration / sign up queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
2	DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
3	For e-tendering support	Help Desk		
		Mr. Kamal Mishra	8800115821	kamalmishra@antaressystems.com
4		Mr. Shankar Kumar	8800378610	shankar.k@antaressystems.com

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1. (a) 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

(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 II/III DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- 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. M/s Antares Systems Limited.
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- DSC of the Vendor will be mapped with their User Id once they Login first time.

Note :

For more details, refer User Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL

(c) 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

3. All the bidders participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering.

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4. RFCL is not responsible for any mistake made by bidder(s) at the time of bidding process. In case any bidder submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such bidder shall not be allowed to further participate in that bid. The remaining process shall be completed considering the other valid bids.
5. For submitting price bid through e-Auction, the successful bidders 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.
6. It is mandatory for the bidders to use the digital certificate in all their bidding Process.
7. It is the entire responsibility of the bidders to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.
8. All bidders are required to carefully read the terms & conditions of the tender. The terms & consitions of tender shall be read in conjunction with any amendment(s), if any, issued thereof.
9. Bidders should seek clarifications / get clarified all their doubts (technical and commercial) and other points related to tender before submitting the bid.
10. No assumption, stipulation, deviations from terms and conditions of the tender or presumptions, etc. shall be made by bidders while submitting the offer. The liability of obtaining all necessary clarifications with respect to the tender, its technical aspects and pricing shall be on the Bidder.

RFCL shall be under no obligation whatsoever to entertain any bid, which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and such bids shall be summarily rejected.

11. No oral, telephonic, telegraphic tender or tenders submitted in hard copies / physical form shall be entertained.
12. No amendment to e-tender would be admissible under any circumstances, whatsoever, after closing date and time of receipt of tenders.
13. Price Bids of those bidders, who are found to be techno-commercially acceptable, shall be opened electronically and time & date for the same will be intimated to such techno-commercially acceptable bidders.
14. Bidders are requested to submit EMD as per clause No: 8 of General Contract Conditions (GCC) as DD / NEFT/ RTGS / in form Bank Guranatee (BG) issued by a Scheduled/ Nationalised Bank as per the BG Format (Annexure-VIII).
15. EMD shall be couriered to Contract & Procurement (C&P) Department, RFCL, 4th Floor, Bhikaiji Cama Place, New Delhi - 110066 and bidder shall ensure to submit the same at RFCL before bid closing date and time.
16. Bids without EMD & Integrity Pact will be summarily rejected, without any further reference to the bidder.
17. Should a tenderer or contractor have a relative(s) or in case of a firm or Company of contractor's one or more of its shareholders or relative(s) of shareholders employed in the RFCL. The tenderer must disclose the names of such relative(s) while submitting the bid, failing which, RFCL may at its sole discretion reject the tender or rescind the contract.
18. No correspondence will be entertained with regard to acceptance or rejection of an offer. RFCL is also not bound to disclose the reasons for rejection of the offer to the bidders.

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19. Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, liquidated damages etc, it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
20. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all bids without assigning any reasons whatsoever and it also does not bind itself to accept the lowest tender.
21. RFCL reserves the right to postpone the tender opening date and/or time and will intimate all bidders well in time, of such decision along with notice of revised opening date & time.
22. In case, due to some unforeseen circumstances, the date of opening of the bid(s) happens to be a holiday/closed day, the bid(s) will be opened on the next working day.
23. The prospective bidder(s) 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 participation in the tender.
24. If a tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or) resorts to canvassing/rigging/influencing the tendering process, RFCL reserves the right to debar such tenders from participation in the present/future tenders up to a period of 2 years.

25. 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 the onsite services of 3rd party lab set for gas sample analysis on need basis” is

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	09.09.2020 at 10:00 hrs.
2	Pre-bid meeting	15.09.2020 at 11:00 hrs.
3	End Tender Document Download	19.09.2020 at 15:00 hrs.
4	Due/ last date of submission Bids	19.09.2020 at 15:30 hrs.
5.	Techno-commercial Bids Opening	19.09.2020 at 15:45 hrs.
6.	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.

26. The activity defined for bidders are Download of Tender document, Bids Preparation, uploading of bids will be done manually.
27. During the Download sequence, the bidders who have been invited will be able to download the main tender document and the supporting documents.

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28. TENDER OPENING:

The bids will be opened electronically by us from our NEW DELHI office. The submission of bids may however be done by bidders from their office or from place of their choice electronically. However, bids can't be submitted after the bid submission due date & time as per the schedule.

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

30. 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 bidders 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.

31. PAYMENT MODE:

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful bidder 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 LOA/Work Order (WO) to the Finance and C&P deptt of RFCL, Ramagundam Plant.

32. GST Nos.

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

33. The rates should be quoted as per Price Bid Format (Annexure-VI) given in the enquiry only. Quotation should be valid for a minimum period of **90 days** from the date of opening of the tender (Technical bid). Transit Insurance shall be covered by the bidder. The rates should be quoted both in figures and in words.

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

Thanking You

For & On Behalf of Ramagundam Fertilizers and Chemicals Limited

(C. Sivakumar)
Chief. Manager (C&P)

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ANNEXURE - II

1. BIDDER QUALIFICATION CRITERIA (BQC)

Sr No.	Bidder's Qualification Criteria	Documents Required
1.1	<p>The Bidder should be in business of providing services for analysis of gas samples during the last two (02) years.</p> <p>Note: "The last 2 years shall be counted from last date of the preceding month in which tender has been Issued."</p>	<p>i. Bidder must submit the copy of valid Industrial License issued by statutory authority for being a service provider equipped with lab facilities for gas sample analysis along with ISO certificate / NABL Accreditation / GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii. Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iii. For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p>iv. For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p>
1.2	<p>Bidder should have successfully completed at least one Work order of gas analysis during the last two (02) years.</p> <p>The minimum value of successfully executed Work order should be 13.72 lakhs during the last two (02) years ending last day of the previous month in which the tender is invited.</p>	<p>Copy of Completion Certificate along with copy of work order from the organization where the work has been executed, is to be enclosed, mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
1.3	<p>The Annual turnover of the bidder shall not be less than Rs 1.37 Crores in at least one of the preceding three financial years from the date of issuance of enquiry.</p>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years.</p> <p>(FY 2017-18, 2018-19 & 2019-20)</p>

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<p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only. In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not 	<p>*Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
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	prepared and audited.	
1.4	<p>The net worth of the bidders should be positive for the Financial year 2019-20 ending 31st March 2020*.</p> <p>Note: “*date of the last Financial year should be mentioned considering the period in which tender is issued”.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <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>
1.5	<p>Bidder should have minimum working capital of ` 13.72 lakhs as per Audited Financial result of FY 2019-20. “Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year 2019-20 ending 31st March 2020 should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs. 13.72 lakhs as on preceding month in which tender has been issued.</p>
1.6	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party’s letterhead for the same.</p>

2. Bidder’s Rejection Criteria

- 2.1 Bidder should confirm the Make and Model of GCs with Detectors and methanizer.
- 2.2 Any Deviations w.r.t submission of EMD or MSME Certificate or equivalent (If applicable).
- 2.3 Any Deviations w.r.t GCC and SCC
- 2.4 The Bid shall conform generally to the specifications and terms & conditions given in the NIT Document.

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ANNEXURE - III

GENERAL CONTRACT CONDITIONS (GCC)

1. DEFINITIONS

In the Contract, capitalised words and expression defined by way of inclusion in “parenthesis” shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these General Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder:

“**Applicable Laws**” means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Base Date and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time.

“**Arbitration Act**” means the (Indian) Arbitration and Conciliation Act, 1996.

“**Authority**” means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with RFCL or the Contractor) or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.

“**Bid**” means the Contractor’s signed offer for the Works and all other documents submitted along with the Bid.

“**Bidding Documents**” mean the Notice Inviting Bids/ e-tender, the instruction to bidders (including annexure), the General Conditions of Contract, the Special Conditions of Contract, the Scope of Work and all other reports and documents including amendments, if any, provided to the Contractor by RFCL.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday, and Friday excluding any public holiday in the state of Telangana as stated in the Official Gazette

“**Clause**” means a clause of this Contract.

“**Completion**” shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities required to complete the Works in accordance with the Contract.

“**Contract**” means the agreement between RFCL and the Contractor for execution of the Works and includes the detailed work order including annexures, General Conditions of Contract, the Special Conditions of Contract, the other Bidding Documents and any amendment thereto made in accordance with the provisions hereof.

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“Contract Performance Bank Guarantee (CPBG)” means a duly executed, irrevocable and unconditional on demand bank guarantee that is to be procured and maintained by the Contractor to secure the due and proper performance of the Contract.

“Contract Price” means the total price payable to the Contractor for performing the Works based on the rates per gas sample provided by the Contractor in the Price Schedule, subject to such additions thereto and deductions there from as may be made under the Contract and as adjusted by the actual quantities, if applicable, of the items mentioned in the Price Schedule utilized in the execution of the Works.

“Contractor’s Event of Default” shall have meaning ascribed to it in Clause 23.2.

“Engineer-in-Charge” means the Person designated by RFCL to act as the engineer-in-charge for the purposes of this Contract and notified in writing to the Contractor.

“Final Bill” shall have the meaning ascribed to the term in clause 13.

“Fortnight” means a period commencing at 06:00 hours on first Day of calendar month and ending immediately prior to 06:00 hours on sixteenth Day of the calendar month or a period commencing from 06:00 hours on sixteenth Day of calendar month and ending immediately prior to 06:00 hours on the first Day of succeeding calendar month.

“Letter of Acceptance / Fax of Acceptance” or **“LOA”** or **“FOA”** means the Letter of Acceptance / Fax of Acceptance issued by RFCL to the Contractor, awarding the Works to the Contractor.

“Running Bill” means the fully supported invoice delivered to RFCL by the Contractor at the times set out in the Payment Schedule, containing all the requisite information and complying with all the requirements set out in the contract.

“RFCL” means RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a company incorporated under the Companies Act, 2013 with its registered office at 3rd & 4th Floor, Mohta Building, 4, Bhikaiji Cama Place, New Delhi -110066 (INDIA).

“Scope of Work” means mobilization & de-mobilization of all required resources including manpower & gas sample analysis facilities, supply of chemicals, consumables, spares and other items to execute Works in accordance with this Contract, analysis of gas samples as per instruction of Engineer-in-Charge and other services to fulfil its obligations for successful performance of this Contract.

“Site” means the location or places provided by RFCL where the Works are to be executed and to which required gas sample analysis facilities to be mobilized on temporary basis and removed after Completion of Works.

“Taxes” means all taxes, duties, imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the date of base date as defined above), including any interest, surcharge, penalty or fine in connection therewith.

“Completion Time” means the period specified in the Contract or the Special Conditions of Contract for Completion of the Works, calculated from the date of LOA/FOA.

“Week” means a period of any consecutive seven days.

“Works” means as defined under Scope of Work.

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- (a) all work and services required in connection with onsite gas sample analysis, installation & readiness of gas sample analysis equipment (on temporary basis), monitoring, supervision, preparation of gas sample analysis report, expeditation in accordance with this Contract;
- (b) the provision of all spares, equipment, tools, chemicals, consumables, administration, incidentals and other items related to the foregoing in accordance with this Contract.
- (c) the performance of all other obligations and services that are described in, or necessary implied by, this Contract.

2. CONTRACT

- 2.1 Documents forming the contract are to be taken as mutually explanatory of one another and the order of precedence of the documents shall be as follows:
 2. Detailed Work Order along with its annexures
 3. Letter of Acceptance (LOA) / Fax of Acceptance (FOA)
 4. Scope of work (Annexure -V)
 5. Special Conditions of Contract (Annexure – IV)
 6. Instructions to Bidder – (Annexure -I)
 7. General Conditions of Contract (Annexure – II)
 8. Other documents

3. COMMUNICATION

- 3.1 No verbal agreement, assurance, representation or understanding given by any employee or officer of RFCL whether before or after the execution of the Contract shall bind RFCL or alter the Contract unless specifically given in writing.
- 3.2 Any notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending the same by e-mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:
- 3.3 Any change in the address for communication shall be duly notified by RFCL and/or the Contractor to the other Party within 7 (seven) days in accordance with the provisions of this Clause 3.

4. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 4.1 Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the contract in any trade or technical paper or elsewhere without prior consent of RFCL.
- 4.2 The Contractor agrees that, upon request at any time by RFCL, the Contractor shall promptly, but in any event within 5 (five) days of receipt of written notification from RFCL:
 - (a) return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained in software or on computer disc) furnished to the Contractor, together with all copies or extracts thereof; and

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Ramagundam Fertilizers & Chemicals Limited

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

3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066

Phone: +91-11-26701441/1442

e-mail : siva@rfcl.co.in; sprakash@rfcl.co.in

(b) Destroy all analysis, compilations, studies or other documents which have been prepared upon or reflect in any way the Confidential Information.

4.3 The provisions of this Clause 4 shall survive even after the expiration or termination of the Contract.

5. COMPLIANCE WITH APPLICABLE LAWS

5.1 The Contractor shall, in performing the Works under the Contract, comply with all Applicable Laws.

5.2 Without prejudice to the foregoing, the Contractor shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the Works executed or completed pursuant to the Contract. If the Contractor defaults in complying with the Applicable Laws, the Contractor shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges.

5.3 RFCL may make reasonable efforts to assist the Contractor in rectifying any such default under Applicable Laws upon the Contractor's specific request, including any specific request to issue letters to the relevant Authorities on behalf of the Contractor.

6. GENERAL OBLIGATIONS OF CONTRACTOR

6.1 The Contractor shall execute the Works in accordance with the Contract, the Safety Code and Applicable Laws.

6.2 The Contractor agrees and acknowledges that at any time after acceptance of the Bid, RFCL shall have the right to add, amend or delete any item under the Works in the overall interest of the Project.

6.3 The Contractor shall make use of such necessary resources, materials and Contractor's Personnel having the requisite experience for the purposes stated in the Contract for successfully performance of Works under the Contract.

6.4 The Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under the Contract at its own risk, Cost and expense.

6.5 The Contractor shall provide all superintendence, materials and Contractor's Equipment and all other things required for the execution of the Works.

6.6 The Contractor shall supply all materials, works, labour and other services, which although not specifically mentioned in the Contract.

6.7 The Contractor shall use proven and reliable technologies and configurations and exercise strict professional standards of skill, care and diligence, adhered to by experienced and competent contractors specializing in performing services of the same type and magnitude.

6.8 Notwithstanding anything contained herein, the Contractor shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws.

6.9 Without prejudice to the provisions of the Contract, RFCL shall at any time during the subsistence of this Contract, have the right (but not the obligation) to reject Contractor's

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Equipment, which is found not to be in compliance with the requirements of this Contract.

In such a situation, RFCL may instruct the Contractor to replace the rejected Contractor's Equipment in accordance with the requirements of this Contract, the cost of which shall be to the sole account of the Contractor. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is of the nature.

7. Mobilisation Period

7.1 The Contractor shall mobilize the necessary resources including gas sample analysis equipments/facilities, lab technicians, key personnel and other items within the time bound manner as specified under Clause 7.2 failing which a penalty of Rs 10,000/- per day shall be charged on the party.

7.2 The Contractor shall complete mobilisation in accordance with the terms of the Contract within the Time for Mobilisation, which is **10 days ("Mobilization Period")** from the date of Letter of Award by RFCL.

8. EARNEST MONEY DEPOSIT:

Tenderers must submit Earnest money deposit of **Rs. 1,00,000/-** (Rupees **One Lakh** 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-VIII). 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	:	36530729001

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 siva@rfcl.co.in within 24 hours of remittance.

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- (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) Parties who are registered with NSIC under its Single point Registration Scheme will be considered for granting the exemption from submission of EMD subjected the Neem Oil or similar nature item is appearing in the NSIC Certificate in the form of broad description.

CHEQUES WOULD NOT BE ACCEPTED IN ANY CASE.

9. Contract Performance Bank Guarantee (CPBG) / Security Deposit (SD)

- 9.1 The security deposit to be furnished by the successful bidders for the faithful and proper fulfilment of the contract shall be 10% of the value of the Order value. The security deposit for the entire order value will be deposited by supplier with RFCL, Ramagundam. In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order. The contractor should deposit security / CPBG within 15 days from award of Contract (i.e. issue of FOA / LOA) directly with the GM (Mechanical) of RFCL site, Ramagundam.
- 9.2 The 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-IX** 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.
- 9.3 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.
- 9.4 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.

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- 9.5 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.
- 9.6 If the Contractor fails to provide, maintain or renew the Security Deposit in accordance with the Contract, then RFCL may, without prejudice to any other rights and remedies, to which it may be entitled, by giving written notice, terminate the Contract forthwith.
- 9.7 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.
- 9.8 In case Contractor, after confirming that it will exercise the option of converting EMD into security deposit, does not submit the amended bank guarantee, payment shall not be released unless the amended BG is submitted or the full amount of security deposit along with accrued interest thereon is recovered from the running bill.
- 9.9 The Security Deposit amount shall not bear any interest.

10. INSURANCE COVER

10.1 The Contractor shall ensure the following throughout the contract period:

- (a) Take full responsibility for the adequacy, stability, safety and security of the Contractor's Equipment, operations on the Site including Marine/transist insurance and all risk insurance policies for equipment to be deployed by successful contractor at RFCL site.
- (b) All workers whose salary is more than Rs 21,000/- per month need not to be covered by ESI. However, the contractor has to take the insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.
- (c) The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and rules framed there under upon death/disablement of a worker. Photocopy of this insurance policy is required to be submitted by the contractor to RFCL immediately after the issue of LOA but before the start of the work. Payment against the work done will not be released to the contractor until and unless photocopy of the Insurance policy is submitted to the RFCL.
- (d) CONTRACTOR shall at his cost and expense take out insurance policy from a suitable insurance company and maintain for the entire period of the contract.

- i. **Workmen's Compensation Insurance (WCI):** This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR's employees engaged in the WORKS.

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- ii. **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.
 - iii. **Third Party Liability Insurance (TPL):** This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
 - iv. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS
- (e) Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.

11. Safety of Personnel

11.1 The Contractor shall ensure the following throughout the contract period:

- (f) Take full responsibility for the adequacy, stability, safety and security of the Contractor's Equipment, operations on the Site;
- (g) Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Contractor), comply with the Safety Code, all relevant safety regulations, including provision of safety gear. The Contractor shall keep RFCL indemnified against all costs, charges, losses and damages that may be suffered by RFCL in any manner whatsoever as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;
- (h) The Contractor shall ensure that its employees wear identification badges (cards), uniforms, helmets, safety shoes, gum boots and other safety/protection wear as directed by the Engineer-in-Charge, and to be provided by the Contractor.

12. CONTRACTOR'S PERSONNEL & EQUIPMENT

- 12.1 All Contractor's Equipment provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Engineer-in-Charge. Such consent shall not be unreasonably withheld or delayed by the Engineer-in-Charge. Upon Completion of the Works, the Contractor shall remove from Site, the entire Contractor's Equipment, Temporary Works and surplus materials as per the directions of the Engineer-in- Charge.
- 12.2 RFCL shall not at any time be liable for the loss or damage to any of the Contractor's Equipment or materials brought on Site by the Contractor for execution of the Works.
- 12.3 The Contractor shall make arrangements for the engagement of staff and labour for the execution of the Contract at its own Cost.
- 12.4 The Contractor shall depute key personnel at site within 7 days from the date of LOA. Should the Contractor intend to make any change in key personnel appointed, it shall

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immediately notify the Engineer-in-Charge of such intended change and seek approval for replacement of such key personnel.

- 12.5 The Contractor shall ensure that the Contractor's Personnel shall be sufficient and competent in number, suitably qualified and experienced for the purpose of execution of the contract and the selection of the Contractor's Personnel shall maximise productivity and prevent slow-downs, work stoppages or other disruptive concerted actions of the Contractor's Personnel.
- 12.6 If and whenever, any of the Contractor's employees shall in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final) or his authorized person be guilty of misconduct or be incompetent or not qualified for, or negligent in, the performance of his/their duties, or if in the opinion of the Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the Contractor) for such person(s) to be employed in the Contract, the Contractor, if so directed by the Engineer-in-Charge or his authorized person shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed for the Contract except with the prior permission in writing of the Site.
- 12.7 The Contractor shall make itself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Validity Period, no extra amount in this regard shall be payable to the Contractor, for any reason whatsoever.
- 12.8 The establishment of the Contractor shall be duly registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Contractor shall timely deposit its contributions and of its employees to the Authorities prescribed under the said Acts and any schemes framed thereunder in respect of all employees/labor employed by it for the execution of the Contract.
- 12.9 The Contractor shall keep RFCL indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or inter-omission on part of employee of the Contractor whether committed, omitted or arising within or without the scope of work under the Contract.

13. **CONTRACT PRICE**

- 13.1 The Contract Price shall be deemed to include and cover the following:
- all costs, expenses, outgoings and liabilities of every nature and description and all risks whatsoever to be taken or which may occur in relation to performance of the Works under the Contract;
 - cost of materials and all other items required for or otherwise in execution of the Contract, including cost of labour, spares to be provided or arranged in connection with the execution of the Contract;
 - cost of mobilisation & demobilization of lab facilities, installation of lab facilities equipment, tools, consumables and other items, goods and personnel necessary to commence and successfully execution of the Contract;
 - cost of all Taxes, other than to the extent provided in Clause 12.0 below;

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- (e) cost of all rents, royalties, licenses, permits, permissions and other fees, duties, penalties, levies and damages payable on the performance of the Contract;
 - (f) cost of all insurance(s) (including insurance premium) required to be obtained and maintained by the Contractor in terms of the Contract;
 - (g) cost of all escalations including, Taxes, labour costs, cost of materials and other inputs;
 - (h) cost of supervision, establishment overheads and financing;
 - (i) cost of all Contractor's indemnities under the Contract; and
 - (j) cost of all deductions, discounts, adjustments and withholdings whatsoever.

14. **TAXES AND DUTIES**

- 14.1 All the Taxes and levies payable whether under Central, State or Local laws applicable shall form part of the Contract Price.
- 14.2 Unless otherwise provided for in the Contract, the Contractor shall be solely liable for payment of the following amounts:
 - (a) The Contractor shall be solely responsible for all procedural compliances related to the payment of Taxes under the Contract and it shall protect, indemnify and hold harmless RFCL, from any and all cost, penalty, claims or liability;
 - (b) to pay any Taxes assessed or levied by any competent Authority on the Contractor or on RFCL for or on account of any act or omission on the part of the Contractor; or
 - (c) on account of the Contractor's failure to file Tax returns as required by Applicable Laws or comply with reporting or filing requirements under Applicable Laws relating to Taxes; or
 - (d) arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the Contractor to any competent Authority in respect of Taxes; or
 - (e) arising from any proceedings initiated against RFCL by any competent Authority in respect of any non-compliance, non-payment, short-payment of Taxes.

15. **PAYMENT TERMS**

- 15.1 The Contractor shall raise invoice on fortnightly basis for the quantum of job / work done. RFCL shall endeavour to pay the amount requested or pay a lesser amount as it or the Engineer-in-Charge determines is properly due, in each case less any amounts retained, withheld or set off in accordance with the terms of the Contract. Payment shall be released by 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 EFT, to the Finance and C&P dept. of Unit/Plant of RFCL.
- 15.2 Without limiting Clause 14.1, RFCL may at any time deduct from any moneys which are or may be payable to the Contractor, any sums which may be or are payable by RFCL pursuant to the Contract. Nothing in this Clause affects the right of RFCL to recover from the Contractor, the whole of the debt or any balance that remains owing after any deduction.

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- 15.3 100% payment against fortnightly Invoice will be released within 15 days from the receipt and acceptance of Analysis report at RFCL Ramagundam.
- 15.4 The bills in triplicate for payment shall be submitted to DGM (Prod), RFCL, Ramagundam along with supporting documents/Original Test Reports for release of payment.
- 15.5 Payment will be released on having submitted SD cum CPBG and Contract Agreement.
- 15.6 TDS at applicable rates as per income tax act and GST for TDS at applicable rates will be deducted from each Invoice

16. **Quantity of Works**

The quantities set out in the Price Bid Format are estimated quantities for the execution of the Works and such quantities shall not be taken as the actual. Correct quantities required for the execution of the Works shall be on need basis. The Contractor shall be paid only for the actual quantities of Works executed by it on the basis of the rates set out in the Price Bid and in accordance with the Payment Schedule and other relevant provisions of the Contract.

17. **FORCE MAJEURE**

“Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, strike, Epidemics , drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause.

On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect”.

18. **GENERAL REPRESENTATIONS AND WARRANTIES**

The Contractor makes the following representations and warranties to RFCL each of which is true and correct during the term of the Contract:

- (a) it has power to enter into the Contract and comply with its obligations under it;
- (b) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on the business or financial condition of the Contractor;
- (c) there is no pending or threatened proceeding affecting the Contractor or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Contractor to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Contractor;

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(d) it has the necessary skills and experience to perform the Works in accordance with the Contract;

19. INDEMNITY

19.1 The Contractor shall indemnify and hold harmless RFCL, the Engineer-in-Charge, their representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Contractor or any act or omissions of the Contractor, its representative or its employees, and agents in the execution of the Works, including any professional services provided by the Contractor.

19.2 These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- a) Sickness, disease or death of, or injury to any person;
- b) Loss of, or damage to, or destruction of any property;
- c) Loss, damage or costs arising from execution of the Works by the Contractor.

The Contractor shall also indemnify and hold harmless RFCL from and against all claims and proceedings on account of infringements of patents rights, design, trademark, etc.

19.3 All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to RFCL with reference to the actual loss or damage sustained by RFCL. The decision of the RFCL as to compensation claimed shall be final and binding.

19.4 Notwithstanding anything in the Contract to the contrary, Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

20.0 CONTRACTOR'S CARE OF THE WORKS

The Contractor shall take full risk and responsibility for the care of the Works, or any part thereof, including full risk and responsibility for the care of the Works during the Contract Period.

21. LIMITATION OF LIABILITY

21.1 The aggregate total liability of the Contractor to RFCL under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

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(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

21.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

21.3 Notwithstanding anything in the contract to the contrary, no liabilities owed by the Contractor to RFCL that are covered by insurance obtained by the Contractor or RFCL shall be deemed to be include in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the contract.

22 TERMINATION

22.1 Termination for Convenience

RFCL shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 10 (ten) days to the Contractor. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

22.2 Termination due to Contractor's Default

RFCL at its sole and absolute discretion, upon occurrence of any of the following events/acts committed by the Contractor (each a "Contractor's Event of Default") by issuing a notice to the Contractor, stating the intention of RFCL to terminate the Contract:

- (a) commits a material breach of its obligations under the Contract;
- (b) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- (c) fails to adhere to the terms & condition of the Contract;
- (d) Contractor fails to replace the defective equipment;
- (e) Contractor's liability for compensation under Clause 18 reaches 5% (Five percent) of the Contract Price;
- (f) gives any warranty or makes any representation under the Contract which is found to be false or misleading;
- (g) fails to furnish or renew the Contract Performance Bank Guarantee;
- (h) fails to obtain and maintain insurance in accordance with its obligations under the Contract; or
- (i) commits any default under any Applicable Law.

22.3 No claim/compensation shall be payable by RFCL as a result of such termination.

23. ARBITRATION

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute persists, the arbitration proceedings shall be followed as per following provisions:

- a) Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective

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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 to be referred to the CEO, Ramagundam Fertilizers and Chemicals Limited or his/ her nominee for appointment of Arbitrator.

- b) The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.
- c) If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.
- d) It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR applicable to RFCL on the date of award of contract.

24 GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of India and the courts at Peddapalli, Telangana State shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract.

Bidder's Sign &
Stamp



Ramagundam Fertilizers & Chemicals Limited

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

3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066

Phone: +91-11-26701441/1442

e-mail : siva@rfcl.co.in; sprakash@rfcl.co.in

ANNEXURE - IV

SPECIAL CONTRACT CONDITIONS (SCC)

1. PERIOD OF CONTRACT:

- a) The Contract will remain in force for **a period of four (4) months** from the date of Mobilization period and is extendable for a further period of two months at the same rates and same terms & conditions, at the sole option of RFCL.
- b) A mobilization period of 10 days shall be given to contractor. The TEN days shall be counted from the date of issuance of LOA / WO whichever is earlier.
- c) Payment shall be made on actual number of gas samples analyzed per day.
- d) The maximum number of gas samples on any day to be analysed by the Contractor would be 25 (twenty five).

2. Delivery period :

The Contractor shall submit the gas sample analysis report within 2 hours from the time of submission of gas sample by RFCL ("**Delivery Period**").

3. All the parameters may not be required for all gas samples. List of parameters to be analyzed for each gas sample will be confirmed by Engineer-in-Charge at the time of sample submission and payment will be released accordingly.
4. To facilitate instruments, lab space with power connection & AC, water shall be provided by RFCL to Contractor on 'Free of Cost'.
5. Gas Samples for the purpose of gas analysis shall be submitted by RFCL.
6. Food and accomidation to maximum three personnels shall be provided by RFCL on Chargeable basis as per the prevailing rates during the currency of contract.
7. Analysis results should be shared through e-mail with Engineer-in-Charge within 2 hours from the time of Sample submission. Hard copy of test reports can be sent on fortnightly basis along with Invoice.
8. Subsequent to Work order/LOA being placed against your quotation, received in response to this tender, if it is found that the anlalysis report is not as per our order

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specifications or otherwise not satisfactory owing to any reason of which RFCL shall be the sole judge, we shall be entitled to reject the test report, cancel the contract and proceed as per our requirement from other sources and recover the loss, if any, from you.

9. **PRICE REDUCTION SCHEDULE (PRS):**

Time of delivery as mentioned in the work order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Engineer-in-Charge.

- a) In case of delay in submission of analysis report by beyond two (2) hours or as permitted by Engineer-in-charge of RFCL, successful bidder shall claim payment after reducing the invoice value on account of price reduction schedule due to delay in delivery (@ half percent (1/2%) of the delayed submission of report for that particular sample for every hour of delay or part thereof, limited to a maximum of Five percent (5%) of the delayed sample value.
- b) In case, while raising the invoices, the seller does not reduce the invoice value in the above manner, such deduction shall be effected from the seller invoices by RFCL while releasing the payment and Credit Note (GST compliant) is required to be raised and submitted by the successful bidder.
- c) No payment of GST shall be released in case credit note is not received by RFCL, in case of applicability of PRS.

10. All the parameters mentioned in **Annexure – V- A, B, C & D** should be **tested at RFCL Ramagundam Site** with Vendor GCs and all accessories required to test as per **Annexure-V** i.e. GCs equipped with TCD and FID, methaniser, consumables and other items at his own cost for the execution of work.
11. No enhancement of rates (except statutory levies) will be allowed once the quotation is accepted and the order is placed. No escalation will be allowed due to any increase in duties/levies.
12. The quoted prices shall remain firm (except statutory levies) during the Contract Period. In case of rate of existing statutory levies is increased/decreased or new levies during the contract validity period are imposed by Govt. in addition to existing levies/ in lieu of existing levies, the same shall be payable as applicable.
13. The bidder shall submit the resume of personnels including key personnel along with the bid who will be suitable, adequately skilled and qualified for the pupose of supervision, gas sample analysy and operation & maintence of gas chromatograph facilities during the Contract Period.
14. Bidder shall submit detailed reference test method and specification of gas chromatograph to be used for onsite gas analysis alongwith unpriced bid.

15. **SHORT-CLOSURE OF CONTRACT:**

The contract may be short-closed upon serving the Notice from RFCL to Contractor at its sole discretion without any Financial implication to either side. In that case the notice will for the winding up of the work will be issued 7 days in advance and the

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settlement of pending Invoices will be done till the date of Stoppage of work by successful bidder.

16. **BID EVALUATION:**

Following shall be considered for the purpose of bid evaluation only:

i) **TECHNO-COMMERCIAL EVALUATION (TQC):**

Technical bids of all participating vendors shall be evaluated considering conformity to all documents pertaining to BQC (Annexure-II) and submission of following documents:

- a) Company Profile, Public or Private Limited Company/ Undivided Hindu Family/ Individual/ Partnership Firm/LLP. A Notarized Certificate(Latest Notarised) to this effect.
- b) P.F. Registration No. of the Contractor along with Documentary proof thereof.
- c) PAN No. of the Contractor along with Documentary Proof thereof.
- d) GST Registration No. with Documentary Proof.
- e) Service Accounting Code No.
- f) ESI Registration No. of the contractor along with documentary proof thereof.
- g) MSME Certificate issued from Udyog Aadhar / NSIC/DIC, if any.
- h) Integrity Pact duly signed.

ii) **PRICE EVALUATION (PQC)**

- a) Price bids of only those bidders shall be opened who qualifies Techno-Commercial bid evaluation as mentioned above.
- b) Evaluation will be done on overall L-1 basis considering both the quoted items in SOR.
- c) In case of tie, the lowest bidder(s) will be asked to give maximum possible discounts and the party who provides maximum discount will be awarded order.

17. **Signing of Integrity Pact.**

Bidders will sign the Integrity Pact as per enclosed format ANNEXURE-X, which is an integral part of the tender documents. The bidder failing to upload the pact signed will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website www.rfcl.co.in along with the e-tender website.

The name & e-mails address of IEMs are as under:

- 1) Sh. Rakesh Chopra, e-mail : chopra.rakesh@gmail.com
- 2) Sh. Chandra Prakash, e-mail : chandraprakash@gargs.com.

Kindly upload duly signed copy of Integrity pact along with other documents.

Bidder's Sign &
Stamp



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ANNEXURE-V

SCOPE OF WORK

1. The bidder is required to perform gas sample analysis of various gases including process gas, syn gas, natural gas etc. pertaining to Ammonia Plant on need basis. The number of gas samples to be analyzed may vary from 10 samples per day to 25 samples per day depending upon the requirement.
2. On any day during the contract period, requirement of gas samples may not exceed the upper limit of gas samples i.e. 25 number of gas samples. The bidder will perform the gas sample analysis without any reservation.
3. The bidder shall carry out the gas analysis of all samples / any of samples given below on need basis:
 - (i.) Natural Gas as per Annexure-A.
 - (ii.) Process gas, Syn gas, Ammonia and Flue gas as per Annexure-B
 - (iii.) Trace CO and CO₂ in Methanator o/l as per Annexure-C
 - (iv.) Trace level organic compounds in gas samples as per Annexure -D
4. The bidder is required to arrange all resources including manpower, lab set up equipped with gas chromatographs & detectors, methaniser, consumables and other items at its own cost for execution of work as defined under Scope of work.
5. After completion of work under the contract, the bidder is required to de-mobilise the lab set up at site.
6. The bidder shall arrange UPS for GCs at its own cost.
7. The bidder shall be responsible to arrange all CRMs (Calibration Gas Mixtures), Gasses, Consumables, accessories, Method development, Validation and maintenance.
8. The bidder shall be responsible to arrange the experienced technician for operating Gas Chromatograph at its own cost.
9. The Contractor shall provide its services 24/7 for testing of gas samples.

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Stamp



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ANNEXURE - A

DETAILS OF REQUIRED PARAMETERS TO BE ANALYSED

Details of parameters as per design basis

1. NATURAL GAS COMPOSITION				
S. No.	Parameters/Components	Units	CASE-1	CASE-2
1	CH4	Mole %	99.59	84.5
2	C2H6	Mole %	0.07	9
3	C3H8	Mole %	0.02	3
4	i- C4H10	Mole %	0	2
5	n-C4H10	Mole %	0	0
6	i-C5H12	Mole %	0	0.25
7	n-C5H12	Mole %	0	0
8	C6	Mole %	0	0
9	N2	Mole %	0.15	1.25
10	CO2	Mole %	0.17	0
Calculated Values required as mentioned below:				
Specific gravity				
Molecular weight				
Z-Factor				
LHV Idel KCAL/SM3				
LHV-Corrected KCAL/SM3				
GHV KCAL/SM3				
LHV KCAL/SM3				

Bidder's Sign & Stamp



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ANNEXURE-B

DETAILS OF REQUIRED PARAMETERS TO BE ANALYSED

Details of parameters as per design basis

2. PROCESS GAS, SYN GAS, AMMONIA AND FLUE GAS SAMPLES										
SAMPLE DESCRIPTION		Parameters	Ar	C2 +	CH4	CO	CO2	H2	N2	O2
		Units	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %
PROCESS GAS	PRIMARY REFORMER O/L	CASE 1	52 ppm		15.33	8.88	9.63	65.67	0.48	
		CASE-2	53ppm		15.01	9.37	10.45	64.36	0.8	
	SECONDARY REFORMER O/L	CASE 1	0.33		0.21	13.56	6.42	52	27.48	
		CASE-2	0.33		0.22	13.9	6.87	51.36	27.32	
	HTER O/L	CASE 1	0.29		0.34	13.83	6.52	55.3	23.72	
		CASE-2	0.28		0.35	14.18	6.98	54.6	23.61	
	HTSC O/L	CASE 1	0.26		0.31	3.25	15.21	59.45	21.52	
		CASE-2	0.25		0.32	3.33	15.82	58.91	21.37	
	LTSC O/L	CASE 1	0.25		0.3	0.24	17.68	60.64	20.89	
		CASE-2	0.25		0.31	0.24	18.33	60.14	20.73	
	CO2 ABS I/L	CASE 1	0.25		0.3	0.24	17.64	60.67	20.9	
		CASE-2	0.25		0.31	0.24	18.29	60.17	20.74	
	CO2 ABS O/L	CASE 1	0.31		0.36	0.29	0.05	73.59	25.4	
		CASE-2	0.3		0.37	0.3	0.05	73.57	25.41	
MAKEUP SYNGAS TO LOOP	CASE 1	0.34		0.7			74.2	24.76		
	CASE-2	0.34		0.71			74.2	24.75		
SYNGAS AND AMMONIA, OFF GAS SAMPLES	AMMONIA CON-1 O/L	CASE 1	3.09		6.03			54.16	18.05	
		CASE-2	3.02		6.1			54.16	18.05	
	AMMONIA CON-2 O/L	CASE 1	3.15		6.15			52.27	17.43	
		CASE-2	3.08		6.22			52.27	17.43	
	PURGE GAS	CASE 1	3.81		7.42			63.45	21.14	
		CASE-2	3.72		7.5			63.45	21.14	
	INERT GAS TO LETDOWN VESSEL	CASE 1	4.59		3.01			2.55	9.18	
		CASE-2	4.5		3.05			2.56	9.18	
	LETDOWN GAS TO AMMONIA RECOVERY	CASE 1	4.23	11.22	46.63				20.26	
		CASE-2	4.14	11.34	46.59				20.24	
	OFF GAS ABS O/L	CASE 1	5.14		13.62			56.62	24.61	
		CASE-2	5.02		13.77			56.61	24.59	
OFF GAS TO REFORMER FUEL HEADER	CASE 1	9.83		21.78			21.05	47.34		
	CASE-2	9.62		22.03			21	47.35		
PRODUCT HYDROGEN	RECOVERED H2 FROM HYDROGEN RECOVERY	CASE 1	0.87		0.43			90.15	8.55	
		CASE-2	0.85		0.43			90.17	8.55	

Bidder's Sign & Stamp



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	UNIT										
FLUE GAS	PRIMARY REFORMER FLUE GAS	CASE 1	1.45				6.95		89.59	2.01	
		CASE-2	1.44				8.38		88.17	2.01	
PRODUCT CO2	PRODUCT CO2	CASE 1			11ppm	5ppm	99.65	0.14	0.01	0.2	
		CASE-2			11ppm	5ppm	99.65	0.14	0.01	0.2	
	FLASH GAS TO REFORMER FUEL HEADER	CASE 1	46ppm			0.18	0.11	64.97	29.38	5.36	
		CASE-2	46ppm			0.18	0.12	64.91	29.45	5.34	

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ANNEXURE - C

DETAILS OF REQUIRED PARAMETERS TO BE ANALYSED

Details of parameters as per design basis

3. TRACE CO AND CO2 IN METHANATOR O/L				
Sr. No .	Parameters / Components	Units	MOLE % CASE-1	MOLE % CASE-2
1	Ar	Mole %	0.31	0.31
2	C2 +	Mole %		
3	CH4	Mole %	0.71	0.73
4	CO	Mole %	0.1 ppm	10 ppm
5	CO2	Mole %	0.1 ppm	10 ppm
6	H2	Mole %	73.3	73.27
7	N2	Mole %	25.68	25.69
	DRY TOTAL	Mole %	100	100

Bidder's Sign &
Stamp



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ANNEXURE - D

DETAILS OF REQUIRED PARAMETERS TO BE ANALYSED

Details of parameters as per design basis

4. TRACE LEVEL ORGANIC COMPOUNDS IN GAS SAMPLES				
S. No.	Parameters/Components	Units	MIN	MAX
1	DIMETHYLETHER	ppm (m/m)		1000
2	METHYLFORMATE	ppm (m/m)		1000
3	ACETONE	ppm (m/m)		1000
4	METHYLETHYLKETONE	ppm (m/m)		1000
5	METHANOL	ppm (m/m)		1000
6	HIGHALCOHOLS	ppm (m/m)		1000
7	AIR	ppm (m/m)		1000
8	WATER	ppm (m/m)		1000

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Annexure-VI

PROFORMA FOR PRICE BID

Sub: Onsite Analysis of Gas samples:

Sr. No.	Description	Unit Rate (Per One Sample) (Rs.)	Rate of GST (%)	Total Amount Including GST, (Rs.)
1	Gas analysis with GC-FID (Flame Ionization Detector)		-----%	
2	Gas analysis with GC-TCD (Thermal Conductivity Detector)		-----%	
	TOTAL AMOUNT (in Rs)			
	TOTAL AMOUNT (In Words)			

1. I/We have read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of Notice Inviting Tender in toto.
2. The above quoted price is for per sample basis.
3. Bidders are required to quote for both the above-mentioned item(s) in SOR. However, L-1 will be derived considering overall lowest basis.

Dated: _____

Place: _____

Signature of Tenderer or their Authorized Representative _____

Name & Address of tenderer _____

Phone No. _____

Fax No. _____

Email Address _____

GSTIN _____

Bidder's Sign & Stamp



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BIDDER DETAILS

Annexure - VII

Sr. No.	Description	
1.	Name of Company/Firm	
2.	legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)	
3.	Trade Name of the Company/Firm	
4.	Registration Number of Firm/Company	
5.	Complete Registered/Branch Address	
6.	Name of Proprietor/Partners/Directors	
7.	Contact/Authorized Person name and Designation	
8.	Land line Tel No	
9.	Mobile number	
10.	Email Id	
11.	PAN No. to be intimated along with Documentary Proof thereof.	
12.	GST Registration No. with Documentary Proof.	
13.	HSN/SAC No.	

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14.	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof issued from Udyogadhar / NSIC/ DIC, if any. Registration month & Year should be prior to bid submission due date.							
15.	Bank Account Details: (or) Copy of cancelled cheque							
	Name of Beneficiary/Account holder							
	Complete Bank Account No:							
	Account type (SB/Current/CC/OD) Pl. Specify							
	Name of Bank and Branch Address:							
	IFSC Code:							
16.	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)						
		<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Name & Designation of the Employee</th> <th style="text-align: center;">Place of Posting</th> <th style="text-align: center;">Relation with the Employee</th> </tr> </thead> <tbody> <tr> <td style="height: 30px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
		Name & Designation of the Employee	Place of Posting	Relation with the Employee				
17.	Other information if any							

I/We are hereby confirming that the above information/details are given true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We also undertake to advise any future changes to the above details

Name, Seal & Signature of Authorised Signatory

Bidder's Sign & Stamp



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Annexure-VIII

BID SECURITY (EMD) FORMAT

DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT 3rd & 4th FLOOR, MOHTA BUILDING, BHIKAJI CAMA PLACE, NEW DELHI-110066 (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 /USD _____ ONLY).

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

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

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

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

CORPORATE SEAL

FOR BANK

Bidder's Sign & Stamp



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ANNEXURE - IX

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its registered office at 3rd & 4th Floor, Mohta Building, Bhikaji Cama Place, New Delhi - 110 066, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of

Bidder's Sign & Stamp



Ramagundam Fertilizers & Chemicals Limited

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

3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066

Phone: +91-11-26701441/1442

e-mail : siva@rfcl.co.in; sprakash@rfcl.co.in

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)

Bidder's Sign &
Stamp