



RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED

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

Fertilizer City, Ramagundam

Peddapalli (Distt.), Telangana State— 505210

E-mail: rfcl.ramagundam@rfcl.co.in

Ref. No: RFCL /SITE/MECH/NDT/CONT-08/ARC in-situ metallography inspection

Dated: 05/09/2022

Sub: Tender for “Annual Rate Contract (ARC) for carrying out In-Situ Metallography inspection in ammonia & Urea plant for a period of two years, at RFCL, Ramagundam Site”

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Note: The bidders shall satisfy themselves before submitting that no page or document listed above is missing from the tender issued to him/them.



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Date: 05/09/2022

To,

Sub: Tender for “Annual Rate Contract (ARC) for carrying out In-Situ Metallography inspection in ammonia & Urea plant for a period of two years, at RFCL, Ramagundam Site”

Dear Sir,

Sealed Bids are invited for the work as detailed below:

- | | |
|--|---|
| 1. Name of Work | Tender for “ RFCL /SITE/MECH/NDT/CONT-08/ARC in-situ metallography inspection in ammonia & urea plant for a period of two years, at RFCL, Ramagundam Site ” |
| 2. Earnest Money Deposit | Bidder to submit Earnest Money of Rs. 10,000 (Ten thousand rupees only) in the form of Crossed / A/c payee Demand Draft in favour of “ Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam ”. Tender received without EMD are likely to be rejected. Bidders registered under National Small-Scale Industries/MSME Act. are exempted from submission of E.M.D. as detailed in GTCC Cl. No.1.8.0 |
| 3. Tender Cost | Rs.250.00 (Rupees Two Hundred fifty only) inclusive of GST in the form of Crossed / A/c payee Demand Draft in favour of “ Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam ”.
Tender can be downloaded from RFCL website or can be collected by hand against stipulated tender fee. In case of downloading, tender fee to be submitted during bid submission |
| 4. Contract Period | Two year from the date of issue of Letter of acceptance & extendable for three months if mutually agreed. |
| 5. Contract Type | Service contract |
| 6. Validity of the Tender | 120 days from the Date of Opening of Tender. |
| 7. Last Date & Time for Receipt of Bids | 12/09/2022 up to 15:00 Hrs. |
| 8. Date & Time for Opening of Bids | 12/09/2022 at 15:30 Hrs. |
| 9. Bid submission time | 7 days |
| 10. Place of Receipt and Opening of Bids | Office of Deputy General Manager (Mech.), Ramagundam Fertilizers and Chemicals Limited, |

11. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i.e. General Manager (Mech.) at least 5 (Five) days prior to the closing date of the tender.
12. The rate should be quoted in the Units given in the Schedule of rates. The rates should be quoted in both in figures as well as words. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
13. Ramagundam Fertilizers & Chemicals Limited, 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.

14. Procedure for Submission of Tender:

The Tender shall be submitted in Three Sealed Envelopes as under:

- a. **Envelope No. 1:** Will be super scribed “**Earnest Money**” and shall contain DD or acknowledgement of online deposit of earnest money of Rs. **10,000/- (Rupees Ten Thousand only) at bank account of RFCL** and Rs. **250/- (Rupees Five Hundred only) as Tender fee** in case of tender documents downloaded or earnest money deposit of **Rs. 10,000/- (Rupees Ten Thousand only)** in case of tender fee already paid against hard copy of tender documents.
RFCL Bank Acc No. – 36727029257
IFSC Code – SBIN0061777

- b. **Envelope No. 2:**

Will be super scribed “**Techno-Commercial Bid (unpriced)**” containing the duly signed Tender Documents as token of acceptance of Terms and Conditions of NIT and Eligibility Criteria as mentioned in the NIT & all other supporting documents including declaration forms. Blank Price bid/Schedule of rates (SOR), without the prices/rates but mentioning “**QUOTED/NOT QUOTED**” against each item towards confirmation that the prices are quoted in the prescribed format complying with all the requirements of Price bid/SOR, shall be submitted along with the Tender documents in Envelope-2.

- c. **Envelope No. 3:**

Will be super scribed ‘**Price Bid/Schedule of Rates**’ and shall contain the item wise rates only as per Schedule of Rates Performa.

The three envelopes should in turn be put together in a separate envelope duly super-scribed with “**Annual Rate Contract (ARC) for carrying out In-Situ Metallography inspection in ammonia & Urea plant for a period of two years, at RFCL, Ramagundam Site**”

15. Opening of tender:

The Tender shall be opened as under:

- 15.1 Envelope No. 1:** Super scribed ‘**Earnest Money**’ containing either of **earnest money envelope & Tender Fees** (in case of tender documents downloaded) or earnest money envelope (in case of tender fee already paid against hard copy of tender documents) will be opened first, on the scheduled date of opening of tender in presence of those tenderers who wish to be present at the time of Tender Opening.
- 15.2 Envelope No. 2:** Super scribed “**Techno Commercial Bid (Unpriced)**” shall then be opened of only those parties who have submitted the EMD & Tender Cost or MSME

certificate in related field if applicable and discussion would be carried out with the respective Bidders for clarifications, if any.

15.3 Envelope No. 3: Super scribed '**Price Bid/Schedule of Rates**' shall be opened after meeting the eligibility criteria of **Techno-Commercial Bid**(unpriced) and whose bids determined to be technically and commercially responsive. The date of opening of Price Bid/SOR will be intimated to selected tenderers separately.

16. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.
17. This letter shall form part of the contract document and shall be signed and returned along with the Tender Documents.
18. Every communication by tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language.
19. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents
20. All the pages of the tender documents/offer must be signed by the bidders or by the authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by the bidder on their letter head will not be allowed on the grounds that the offer was not signed by authorized person, in such case EMD shall be forfeited.
21. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation.
22. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected.
23. Tender documents shall be issued at RFCL site Ramagundam, however the cost of Tender Documents shall be submitted in the form of Demand Draft as described above at the time of submission of tender document.
24. Tenderer shall submit along with the tender's full particulars of their institution along with experience. The following documents are to be submitted with the Tender in the envelope No. 2, failing which the tender will be liable for rejection:
 - a. Duly signed and stamped tender document including blank price bid/SOR mentioning quoted/not quoted against each item of SOR.
 - b. Copy of Permanent Account Number (PAN) issued by Income Tax Department.
 - c. Copy of GST Registration No. along with documentary proof thereof.
 - d. Documentary proof for PF & ESI Registration Number.
 - e. Documentary proof for Labour License or Undertaking as per Declaration form-II.
 - f. Supporting documents as per the Eligibility Criteria as mentioned in Annexure – III in NIT.
 - g. Power of Attorney in the name of person, if required, who has signed the Tender Documents.
25. The Tender shall be addressed to **Deputy General Manager (Mechanical),
Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam,
Distt. Peddapalli (T.S)- 505210**

Thanking you,
Yours faithfully,
for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(Ramesh Kumar Thakur)
DGM (Mech.)
E-mail: rameshthakur@rfcl.co.in
Mob: 8989710598

Encl.: Tender Documents & Schedule of Rates (Annexure I to XIII)

DECLARATION FOR SUBMISSION OF TENDER FORM-I

To,
Deputy General Manager (Mechanical)
Ramagundam fertilizers & Chemicals Limited
Fertilizer City, Ramagundam
District: Peddapalli (Telangana)
Pin Code- 505210

Dear Sir,

I/We hereby submit tender for **“Annual Rate Contract (ARC) for carrying out In-Situ Metallography inspection in ammonia & Urea plant for a period of two years, at RFCL, Ramagundam Site”** as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (Annexure – XII) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. 10,000/- (Rs. Ten Thousand only) vide Demand Draft No. _____ dated _____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable to MSME/NSIC registered as referred in NIT).

It is certified that Price Bid/Schedule of Rates is unconditional and quoted for all the items of 'Schedule of Rates/Price bid' in Figures and Words both and no item is blank/unquoted.

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 & Chemicals Limited shall forfeit the said Earnest Money. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to remit Security Deposit amount as aforesaid or to execute an agreement or to start work as stipulated in the tender document/perform the contract faithfully.

Dated the _____ day of _____ 2022

Signature of Tenderer with Seal

Name & Address: _____

E-Mail Address: _____

Mobile/Telephone No. _____

DECLARATION FOR BIDDER DETAILS

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

Sr.	Description							
1.	Name of Applicant/Firm/Company							
2.	Complete Address along with Contact Person name, mobile number and Email Id							
3.	Company Profile							
i)	Public Limited Company / Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention)							
	(Please attach duly attested partnership deed (latest) by Notary public/Self attested registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).							
4.	Year of Establishment & Registration No along with documentary proof if any							
5.	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"> <thead> <tr> <th>Nam e & Desig natio n of the Empl oyee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Nam e & Desig natio n of the Empl oyee	Place of Posting	Relation with the Employee			
Nam e & Desig natio n of the Empl oyee	Place of Posting	Relation with the Employee						
6.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.							
7.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.							
8.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-							
9.	GST Registration No. with Documentary Proof.							

10	Service Accounting Code No.			
11	Rate of GST applicable on the quoted rates	IGST ____%	CGST ____%	SGST ____%
12	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	Agreed		
13	ESI Registration No. of the bidder to be intimated along with Documentary proof thereof.			
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. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.			
15	Labour license no. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format “ In case this job is awarded to us i.e. M/s_____, we shall obtain Labour License from the appropriate Licensing Authorities i.e. Central / State Government , as applicable from time to time , under the Contract Labour (R &A) Act, 1970 & the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL, Ramagundam. If we fail to submit labour license before start of execution work, we agree for forfeiture of EMD/SD and termination of Contract by RFCL”	Not Applicable		

Dated the _____ day of _____ 2022

Signature of Tenderer with the seal

Name & Address: _____

Email and Phone: _____

E-BANKING MANDATE FORM

PRINT ON LETTER HEAD OF CUSTOMER/VENDOR

Ref. No.: _____

Date: _____

S Particulars**Detailed to filled here****No.**

1. Vendor/Customer Name
2. Vendor/Customer Code
3. Vendor/Customer Address
4. Vendor/Customer E-mail ID
5. **Particulars of Bank Account**
 - i) Name of Beneficiary
 - ii) Name of the Bank
 - iii) Name of the Branch
 - iv) Branch Code
 - v) Address
 - vi) Telephone No.
 - vii) Type of Account
 - viii) Account No.
 - ix) RTGS/IFSC
 - x) 9 digit MICR Code

M/s. _____

I/We hereby authorize Ramagundam Fertilizers & Chemicals Limited (RFCL) to release any amount due to me/us in the Bank account as mentioned above. I/We hereby declare that the declaration given above is complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not held RFCL responsible for that.

SEAL & SIGNATURE of Vendor/Customer

We certify that M/s. _____ has an A/c No. _____ with us & we confirm that the details given above are correct as per our record.

Bank Stamp:**Date:****Signature of authorized officer of Bank****(OR)**

In case if it is not possible to get it certified/endorsed from the bank, a copy of cheque shall be attached.

DEFINITIONS OF TERMS

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

1. "The OWNER" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), incorporated in India, having its corporate office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066.
2. The "ENGINEER-IN-CHARGE (EIC)" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Terms and Conditions of Contract, Special Terms and Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form, Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
15. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
17. "GTCC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

BIDDER QUALIFICATION CRITERIA FOR RFCL TENDERS- SERVICES CONTRACT

S. N.	Conditions	Documents required(To be submitted along with Technical bid)
1.	<p>Bidder should be Service Provider / Contractor having successful experience of <i>(In-Situ Metallography inspection)</i> during the last seven (7) years.</p> <p>Note:</p> <p>“The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above .The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest)</p> <p>v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>vi) For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>
2.	<p>Bidder should have successfully completed (similar In-Situ Metallography inspection during immediate last 7 years as mentioned below :</p> <p>One work not less than Rs. 4.12 Lakhs</p> <p>or</p> <p>Two works of not less than Rs. 2.57 Lakhs</p> <p>or</p> <p>Three works of not less than Rs. 2.06 lakhs</p>	<p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
3.	<p>The Annual turnover of the bidder shall not be less than Rs 1.55 lakhs 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 2018-19, 2019-20 & 2020-21)</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st 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 prepared and audited. 	<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>
4.	The net worth of the bidders should be positive for the Financial year 2020-21 ending 31.03.2021.	<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</p>

		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).
5.	<p>Bidder should have minimum working capital of <u>Rs 0.52 Lakhs</u> as per Audited Financial result of FY20-21.</p> <p>"Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year (Current Financial year in which tender has been issued) ending 31.03.21 (end date of current financial year) 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 0.52 Lakhs as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

A. EVALUATION CRITERIA:

1. The contract shall be awarded on composite L-1 basis. However in case, it is found that L-1 tender has quoted non-workable rates for one / more items due to which they become L-1, RFCL reserves the right to reject such tender. This condition shall be applicable on next lowest tender also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purpose the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderers are required to quote their rates of the respective item of work as per the 'UNIT' of item mentioned in the schedule of quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the unit, treated as UNQUOTED rate against the particular item and that tender shall be evaluated as para 2 above.
4. The revised bids on due date of opening of tenderers, as per NIT, shall not be entertained. Where for any reason due date and time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, in case any of the parties who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However

where techno commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications / requirements, which lead to changes terms / conditions and technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.

5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose, but if that bidder emerges as a lowest evaluated bidder, the rebate so offered is to be taken into account for placement of order.

6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed :-

- a. When there is difference between the rates in figure and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
- b. When the rates quoted by the tenderer in figure and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

Annexure-IV

General Terms and Conditions of Contract

1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.

1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.

All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.

1.3.0 Accommodation and Land for Contractor's Godown/Workshop:

1.3.1 Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.

1.3.2 RFCL may allocate land for putting temporary Godown / workshop for making storage, work site by the Contractor, free of cost.

1.3.2.1 The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site

1.3.2.2 On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE.

1.3.2.3 If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.

1.3.2.4 RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.

1.3.2.5 No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

1.3.2.6 **Land for Residential Accommodation:** No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR

- 1.4.0 The Contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
- 1.5.0 **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).
- 1.6.0 Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.
- 1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0

1.8.0 Earnest Money Deposit:

- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of **“Ramagundam Fertilizers and Chemicals Limited,” payable at Ramagundam**. The Earnest Money and Tender Fees shall not be accepted in any other form except specified.
- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
- i. Withdraws or modifies offer in full or part during the validity period

- ii. Failure of the bidder to honour their offer.
- iii. Does not accept Purchase / Work Order if placed by RFCL
- iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.
- v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
- vi. If documents submitted along with the bid are found false, fabricated etc.

1.8.1 MSME & Start-Up

- i) The procurement policy for Micro and small Enterprises. 2012 has been notified by Govt. in exercise of the powers conferred in Section 11 of the micro small and medium enterprise development (MSMED) Act 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of services.
- ii) Micro and small enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the ministry of Micro Small and medium enterprises (Ministry of MSME), indicated below,
 - a. District industries centre.
 - b. Khadi and village industries commission.
 - c. Khadi and village industries board.
 - d. Coir Board
 - e. National small industries corporation
 - f. Directorate of handicraft and handloom, and
 - g. Any other body specified by Ministry of MSME
- iii) In tender, participating Micro Small enterprise (MSE) quoting price within price band of L-1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply 25% of the tender value. A Sub-target of 4% within 5% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by women entrepreneurs. Provided that in event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four per cent / three per cent sub-target for procurement earmarked for MSEs owned by SE ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.
- iv) **Startups** – The condition of prior turnover and prior experience may be relaxed for startups (as defined by department of industrial policy and promotion) subject to meeting of quality & technical specification and making suitable provisions in the tender document. The quality and technical parameters are not to be diluted. The exemption from submission of EMD may also be provided to all start-up as recognized by department for promotion of industry and internal trade (DPIIT), for availing the relaxation, bidder is required to submit requisite certificate towards start-ups enterprise registration issued by department for promotion of industry and internal trade (DPIIT). Ministry of commerce & industry.

1.9.0 The following tenders will be liable to summary rejection:

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tenders, which contain uncalled for remarks or any alternative additional conditions.

- d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons thereof.
- e) Tenders received late / delayed.
- f) Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives (i.e. not less than 1.00%) as contractor's service charge/ profit margin will be rejected summarily.
- g) Bids having less than current minimum wages as specified by Govt. of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.
- h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
- i) Ring tendering/Cartel formation

1.10.0 If the Tenderer has relations whether by blood or otherwise with any of the employees (including employees on deputation) of the RFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which RFCL shall reserve the right to reject the tender or rescind the Contract.

1.11.0 The Contractor shall at all times indemnify RFCL against any claim which may be made under the ESI Act 1948, regulation/ scheme or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.

1.12.0 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being in force, RFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, RFCL will recover the amount of the compensation so paid from the Contractor's bill, Security Deposit, Bank Guarantees.

- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

c) Insurance Cover for Workmen:

All workers whose salary is more than Rs 21,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

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.

CONTRACTOR shall at his cost and expense take out insurance policy from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

- 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.
- 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. **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, or bodily injury to loss of life of and/or property damage of any person or party.
- v. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS

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.

1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

1.14.0 The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The

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

1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.

1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.

1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

1.19.0 If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.

1.20.0 Quantum of Job:

The estimated quantity and value of work has been given on the basis of technical assessment and indicates the approximate quantities. The Contractor shall have to execute any or all the jobs depending upon the requirement of the RFCL. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work to be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.

1.21.0 Rights of Owner (RFCL): If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The

Company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction.

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

In the above events, RFCL shall have right to get the job done by any other agency/ own resources at the risk and cost of the Contractor till the expiry of period of the contract and recover the cost plus 25% to the Contractor.

1.22.0 Validity and Extension of Contract:

- a. Validity of Contract:** The contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- b. Extension of Contract:** The extension of contract can be given on the same rates, terms & conditions for a period of three months as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

1.23.0 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.24.0 Deleted.

- 1.25.0** RFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by

Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

1.26.0 If the rate for the additional altered or substituted work is specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the rate contract for that work.

- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.
- b) In case, the Contractor fails to do the extra and/or substituted work. RFCL will have the option to get the work done through another agency at the Contractors' risk and cost as per clause no. 1.21.0 of General Terms and Conditions.

1.27.0 Security Deposit:

- a. The Security Deposit together with EMD shall be 10% of the contract value.
- b. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value.
- c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure VII**).
- d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
- h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
- i. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 Period of liability (Defect Liability Period) :

The Contractor shall guarantee for the work done for a period of 3 months from the date of issue of Completion Certificate. Any damage or defect may arise or lie undiscovered at the time of completion certificate, in the workmanship shall be rectified or replaced by the Contractor to the satisfaction of RFCL. In default, the Engineer-in-charge may cause the same to be made good by other Contractor and deduct expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be there or at any time thereafter become due to the Contractor from his Security Deposit.

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

All measurement shall be in Metric System. All the works shall be measured jointly by Representatives of Engineer In charge and Contractor. Contractor shall prepare measurements on prescribed proforma and get it verified from Sectional Heads and Area In charges of the Executive Department at RFCL before raising the bill.

The Contractor will submit a bill in approved proforma in triplicate to the Engineer In-Charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month along with the copy of the following documents and all other documents to comply with the statutory requirement.

- i. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.
- ii. Self-attested copy of ESI challan relating to previous month and its payment receipt.
- iii. Self-attested copy of the wage sheet
- iv. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).
- v. Self-attested copy of GST Deposit relating to previous month
- vi. Any other document if required as per NIT.

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

The Engineer In-charge shall normally issue to the Contractor the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respects in accordance with the instructions, specifications of contract documents. The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared in the prescribed proforma with reference to the total work covered by the contract. Such bill to be drawn up applying the applicable rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the Contractor and considered as conclusive.

The final bill, complete in all respects, shall be submitted by the Contractor within 30 days of the completion of work. No further claim shall be allowed by RFCL after Final bill. The following documents shall be submitted to comply with statutory requirements apart from the documents to be submitted with the RA bills:

- i. Undertaking against the compliance of the labour laws in the prescribed format
- ii. No claim certificate in the format approved by RFCL
- iii. Copy of the Form 19 (or) Form 13 of employees send to PF office if required.
- iv. Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.
- v. No dues certification for facilities provided by RFCL to the contractor.
- vi. Certificate of clearing of temporary establishments of the contractor at site.
- vii. Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.

In case final bill is not submitted within 30 days, as specified above, the Engineer-in-Charge shall be at liberty to carry out their own measurement/recording of work done and may make payment or recover balances based on such measurement/recording which shall be binding on the contractor.

d. Final Certificate:

Within 15 days of Contractors application made after the expiry of the period of defect liability provided in clause 1.28.0 here of satisfaction of all liabilities of the Contractor in respect there of the Engineer In-charge that the Contractor has performed the obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities, notwithstanding issue of completion certificate or payment of the final bill by RFCL.

1.30.0 Terms of Payment:

- a. Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days.
- b. All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

c. Escalation in Rates:

- ~~i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.~~

ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.

iii. The escalation/de-escalation in wages, if any will be reimbursed as per following:

$$\text{Formula} = \text{Billed amount} * \text{Wt.avg. factor} * (\% \text{ of labour component})$$

Note: Billed amount is an amount excluding GST and Contractors Profit Margin

For example Calculation of increase in Minimum Wages Impact as given below:

S.No.	Category	Old Rate (Rs./day)	New rate (Rs./day)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	A	B	C	D=C-B	E=D/B	F	G=E*F
2	Skilled	*522	*527	5	0.0096	5	0.0479
3	Semi-skilled	*433	*437	4	0.0092	2	0.0185
4	Un-skilled	*370	*373	3	0.0081	11	0.0892
5				Total	0.0269	18	0.1556
	Wt.avg factor (G5/F5)						0.0086

* The above figures mentioned at **B & C** are indicative and actual figures may change depending upon the minimum wage notifications from GOI/ Telangana State Govt. whichever is higher (Minimum of wages of either Telangana state govt. or GOI whichever is higher shall be considered at the time of Price bid opening or as referred in the NIT and the same shall be continued till the currency of the Contract)

d. Tax Liability:

- The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.
- No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL

- iii. Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.
- iv. Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

e. Raising of Invoice/Bill:

Contractor shall issue the tax invoice in accordance with GST Law within stipulated time i.e. 30 days of rendering the service.

If Contractor is a registered taxable person, a tax invoice is issued based on the rules regarding details required in a tax invoice, following are the mandatory fields in an invoice.

- i. Invoice number and date
- ii. Customer name
- iii. Shipping and billing address
- iv. Customer and tax payer GSTIN
- v. Place of supply
- vi. HSN code/ Accounting code of services
- vii. Taxable value and discounts
- viii. Rate and amount of Taxes i.e. CGST/SGST/IGST
- ix. Item details i.e. description, unit price, quantity

In the event that the Contractor fails to provide the invoice in the form and manner prescribed under GST act, RFCL shall not be liable to make any payment against such invoices.

f. Debit notes and credit notes:

All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further, Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return, whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.

g. Uploading of Taxable Invoices:

Uploading of taxable invoice and credit/ debit notes shall be done by the Contractor strictly within the period prescribed in GST act. In the event that the input tax credit of GST charged by Contractor is denied by the tax authorities to RFCL for the reason whatsoever, then RFCL shall be entitled to recover such amount from the Contractor by way of adjustment from the next invoice / security deposit. RFCL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on RFCL.

h. Income Tax Permanent Account Number (I-Tax PAN): The Tenderer shall mention the Permanent Account Number allotted by the Income Tax Authorities in his Tender.

1.31.0 Preservation of Free Issue Material:

All materials issued to the Contractor by RFCL shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Contractor and he shall be liable to compensate RFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.

1.32.0 Scrap Allowance (For Free Issue Material only):

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

S.No	PARTICULARS	SALVAGEABLE
A	STRUCTURE	2.5 %
B	PIPE	3.0 %

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.
- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

1.35.0 Material Transportation:

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

1.36.0 Price Reduction Schedule:

It shall be obligation on the Contractor to adhere strictly to the time schedule as stipulated in Letter of Acceptance/Work order. In the event of work is not completed according to the time schedule, then, unless such failure is due to Force Majeure as defined in Clause 1.23.0 here above or due to RFCL's defaults, then the total contract price shall be reduced by 1 % (One Percent) of the total value of work for every day of delay or part thereof, subject to a ceiling of 10 % of the total value of work, by way of reduction in price for delay and not as penalty. The invoice raised shall take into account the above price reduction, if applicable and payment shall be released for reduced value

only. If the Contractor does not raise invoice for reduced value, then the Contractor shall issue a credit note equivalent to the price reduction amount." The decision of Engineer-in-Charge with regard to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

1.37.0 Engineer-In-Charge:

The Engineer-In-Charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work, direct the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes which arise in the execution of the work. The Officer-In-Charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Officer-In-Charge whose decision shall be final and binding.

1.38.0 Jurisdiction:

For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Peddapalli (Telangana state) 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/Telangana state.

1.39.0 Conciliation & Arbitration:

Except where otherwise provided in the contract all matters, question, disputes or difference (Dispute/s) whatsoever, which shall at any time arise between/among 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 disputes/s for adjudication through Arbitration, as prescribed hereinafter.

On failure of amicable resolution/settlement as above, the dispute/s shall be referred/adjudicated through Arbitration under/in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and State of Andhra Pradesh Rules, 2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration & Conciliation Act 1996, as amended or modified or re-enacted, from time to time

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs.3 Crore, otherwise number of Arbitrator shall be one (1) i.e (Sole) Arbitrator. The language of Arbitration shall be English. The Governing Law shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e Arbitration Centre, Hyderabad. However, The Seat of the Arbitration shall be Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State of Telangana shall have exclusive Jurisdiction.

It is also agreed by and between the parties that incase a reference is made to the Sole Arbitrator/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”.

1.40.0 Contractor to Remove Unsuitable Employees:

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

1.41.0 Safety Regulations:

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

The Contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. are to be provided to his workmen by the contractor. However, special Safety equipment required as per the job requirement will be provided by RFCL free of cost.

For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be “Absolute liability”.

However, Personal Protective Equipment's shall be provided to the Contractor's workmen by RFCL, on chargeable and permanent (non- returnable) basis. The cost of the item plus 25 % overhead charges shall be recovered from the Contractor.

1.42.0 Contractor to Execute Agreement: The Contractor's responsibility under this Contract will commence from the date of issue of the LOA / DLOA. The Tender Documents, Other Documents exchanged between the Tenderer and RFCL, the Letter of Acceptance, DLOA and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Ramagundam Fertilizers and Chemicals Limited, on a non-judicial stamp paper as notified by Telangana state (Presently Rs.200.00) purchased from Ramagundam/State of Telangana, within 10 (Ten) days of date of issue of LOA/DLOA OR Start of Work whichever is earlier. The cost of stamp paper shall be borne by the Contractor.

The agreement shall remain valid for the initial period of WO and all extensions. No separate agreement for extension period shall be required.

The Agreement to be executed shall be in the Proforma which is specified by RFCL in NIT (**Annexure-IX**).

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or**
- b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or**
- c. persistently fails to adhere to the agreed program of work**

Or

- d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
- e. Performance is not satisfactory or work is abnormally delayed, Or
- f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
- g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
- h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
- i. Ring tender/Cartel formation/Non-bonafide method, or
- j. RFCL 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 RFCL.
- k. Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

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 (except clause 1.45.1 (k)), excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to RFCL, up to the date of termination. In case of termination of this contract on its expiry or otherwise, the staff deployed by the Contractor will have no claim for any employment in the regular / or any other capacity in RFCL.

1.45.2 Consequences of Termination:

If the contract is terminated by RFCL for the reason detailed under clause above or for any other reason whatsoever:

- a. 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 (plus 25%) 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.
- b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- c. 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.
- d. 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.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

1.48.0 Continued Performance: The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

1.49.0 The Contractor shall comply with the provisions of Factories Act, 1948 & Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.

1.50.0 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, Bonus and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.

1.51.0 The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt. whichever is higher) from time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor's workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

1.52.0 Loss to Owner (RFCL) during execution of Contract: It is understood by the Contractor that in the event of any losses/damages caused to the owner (RFCL) due to the reasons whatsoever within his control and the same losses/damages are approved, the Contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law. Except with the written consent from RFCL, the Contractor shall not disclose the contract or any provision of the contract to any third party

1.53.0 The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and registers as required under laws. The Contractor shall indemnify and

keep indemnified RFCL from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any provisions pertaining to labor laws and/or against any claim, action or demand by any workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

1.54.0 Deleted

1.55.0 ~~INDEMNIFICATION~~

~~The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure VIII) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).~~

1.56.0 “If a Bidder 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 Bidder from participation in the present/future Bids up to period of 2 years”.

1.57.0 Time Limit for Any Claim:

In case the Contractor fails to claim compensation, from RFCL on account of any claim under the contract, in writing to the Engineer In-Charge, within a period of one month of cause of action of such a claim arise, the Contractor shall be deemed to have waived of his right to claim the same.

1.58.0 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.59.0 Priority of documents:

Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a. The Contract Agreement and its Appendices
- b. The Letter of Acceptance/Work Order;
- c. Special Terms and Conditions of Contract (STCC);
- d. General Terms and Conditions of Contract (GTCC);
- e. Instruction to Bidder or letter Inviting bid
- f. Any other document forming part of the Contract.

1.60.0 Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

1.61.0 PROHIBITION OF CHILD LABOUR:

Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit. Person below the age of 18 should not be employed

1.62.0 Corporate Governance Certificate about Compliance of all Labour Laws: Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RFCL site (Proforma attached as Annexure "X"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department

1.63.0 Weekly Off/Holiday:

~~All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also RFCL's Paid Holidays.~~

Pay during leave and holidays: Every employee shall be paid at a rate equivalent to the daily average of his wages for the days on which he actually worked during the preceding month exclusive of any earning in respect of overtime.

SCOPE OF WORK

SCOPE OF WORK:

Scope of work includes but not limited to the below & shall be executed as per instruction of Engineer in-Charge.

Scope of Work and Schedule of Quantities :

1.1 In-Situ Metallography inspection:

Entire job of In-Situ Metallography inspection shall be carried out as per standard engineering practice and as per program given by engineer-in-charge in RFCL.

1.2 Scope of work for metallography inspection:

1.2.1 Vendor's scope

- i) Supply of metallographic equipment and manpower.
- ii) Performance of testing.
- iii) Issue test report.
- iv) Study of replica & report review by senior metallurgist at vendor's office.

1.2.2 RFCL's scope

- i) Insulation removal.
- ii) Surface preparation / cleaning.
- iii) Scaffolding (if required).
- iv) Light and power supply.
- v) Arrangement of safety tools .
- vi) Clearance for job.

2 Penalty:

Schedule of penalties for violations of Contract

- i. Any type of violation of RFCL standard practice is observed / found the below mentioned penalty will be applicable.
 - a. First Time: Rs. 500/- per observation
 - b. Repetitions: Rs. 1000/- per observation + Warning Letter.
 - c. Frequent violations- (More than 3 times) termination of Employee from site.
- ii. Contractor shall strictly adhere to RFCL's Standard Conditions for Execution of Work at site and safety policy and provision of the Contractor Safety Manual for safe execution of job. (Copy available on request).

3 Schedule of Rates (SOR):

- a. The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted
- b. The Rates quoted should be inclusive of all Taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence, Proof of payment of GST to tax authority like GST Return or Chalan. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
- c. The rates should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
- d. Rates filled in by bidder in SOR are immutable and final. If the bidder has forgotten or missed any item at the time of quotation, only nil rates shall be considered. Bids shall be evaluated on overall L 1 basis i.e. landed cost to RFCL
- e. Entire amount of wages left out after deduction for statutory benefits to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted along with the bills.
- f. The quantities mentioned in SOR are indicative only, the payment will be released on the quantities actually executed.
- g. Splitting of contract clause 1.27.0 (d) of GTCC is not applicable.

6.0 SPECIAL TERMS AND CONDITIONS:

- 6.1 You shall abide by all the terms & conditions of GTCC attached. Special conditions will supersede the
GTCC clauses, if any.
- 6.2 GTCC clauses which are not applicable in this tender are stricken off and mentioned as below:
Clause no: 1.30.0-C (i, ii, iii,), 1.31.0, 1.32.0, 1.33.0, 1.34.0, 1.63.0 and 1.55.0.
- 6.3 The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize within max 12 hours, if the necessity so arises. This clause of STC will supersede the GTCC Clause no: 1.22.0.
- 6.4 For carrying out NDT jobs, RFCL will inform quantum of job and time to start the job to the party. If there is any delay in the mobilization, then PRS will be levied as mentioned below. Price shall be reduced by 2% of the amount of raised bill for payment per visit for every day of delay, subject to a ceiling of 10% of the amount of raised bill for payment per visit. This clause of STC will supersede the GTCC Clause no: 1.36.0
- 6.5 RFCL will not assist @manpower to perform the NDT jobs at our site.
- 6.6 Insulation Removal and re-installation, Scaffolding arrangements for carrying out the job shall be in RFCL Scope
- 6.7 Any problem arises should be brought to the notice of Engineer In charge immediately.
- 6.8 Party will arrange their own transportation, lodging and boarding at their cost; However, room shall be allotted in RFCL hostel/Guest House on chargeable basis, if available.
- 6.9 RFCL may ask to submit documents like Income tax return etc, if seems necessary at the time of evaluation of Technical Bid
- 6.10 Party has to give its permanent and communication address with Telephone & E-Mail etc. and in case of any change in the address the same is to be informed immediately.
- 6.11 GST amount will be reimbursed to the contractor only upon submission of documentary evidence for payment of taxes and filing of GST return as per GST law.
- 6.12 The Security deposit shall be 3% of the contract value which supersedes the point no. 1.27.0 of GTCC, rest other conditions remains the same.

Date: _____.

Signature of Tenderer with seal

UNDERTAKING ON PARTY'S LETTERHEAD

Undertaking on Bidder's Letterhead

With reference to NIT No. _____ dt. _____ of Ramagundam Fertilizers and Chemicals Limited, Ramagundam for at RFCL Ramagundam site I/We _____ S/o. Shri _____ R/o _____ Authorized Representative of (the institution) _____ do hereby affirm and declare as under:

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

Certified that the contents of the above paras are true and correct to the best of my knowledge and belief and nothing has been concealed therein. Verified at _____ on this _____ day of _____ 2019.

Seal & Signature Of The Bidder

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT
(To be prepared on Stamp paper of Rs.500 issued in the name of Bank)

This BANK GUARANTEE No. _____ made this _____ day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in India under Companies Act, 2013 and having its registered office at **Scope Complex, Core No. III, 7, Institutional Area, Lodhi Road, New Delhi-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 AND CHEMICALS LIMITED (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-cum-Performance Bank Guarantee for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit-cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

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.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon expiry of _____ months from the issuance of Commissioning / erection /

completion certificate according to terms of contract the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.
8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be _____ (date of expiry + 3 months).

Dated _____ this _____ day of _____ 2022

(Indicate the Name of the Bank with stamp)

Annexure-IX

Proforma for Indemnity Bond

(To be prepared on stamp paper of Rs.500)

Deleted

FORM OF CONTRACT

(Non-Judicial stamp paper of Rs.200/-)

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of -----
BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under
the Indian Companies Act 2013, having its registered office at **Scope Complex, Core No.
III, 7, Institutional Area, Lodhi Road, New Delhi-110003** (hereinafter referred to as the
"Owner" which expression shall include its successors and assigns) of the ONE PART

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

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

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

Subject to any provisions in the contract documents to the contrary, any notice or order or communications sought to be served by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered acknowledgement due post to the engineer-in-charge as defined in the general conditions of contract.

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

ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 ARBITRATION

Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contractor breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Parties to the contract be referred to the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR/PLR / Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

IN WITNESS WHEREOF the parties hereto executed this contract on ---the day of -----, 2022 and shall come into force w.e.f. -----.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(With Rubber stamp)

Contractor
(With Rubber stamp)

Witness

1.

2.

Witness

1.

2.

**Certificate of Compliance
Of
Statutory Provisions of Labour Laws**

Certified that provisions of contract Labour (Regulations and Abolition Act-1970) and other relevant Laws as mentioned below have been complied with towards the contract for

awarded _____ to _____ M/s.
_____ having work order
No _____ dated _____ for which RA
Bill No _____ has already been submitted for Rs. _____ against which
payment has been made on (date) _____ directly to the bank accounts of the workers,
which is as per Minimum wages act, bonus and other acts. No complaint has been lodged till date by
any labour of the above contractor, who has paid wages for the month of _____.

EPF and ESI Contributions for the above referred month have been deposited in r/o manpower
deployed as mentioned in Sl. No _____ to _____ of wage payment register.

1. Minimum Wages Act 1970, Factories Act-1948 & 2013, Workman Compensation Act 1923.
2. Employee's Provident Fund & Miscellaneous Provision Act 1952
3. The Payment of Bonus Act – 1965
4. Any other Labour Law formed by State/ Central Government from time to time and relevant to the above contract.

(Signature of the contractor with seal)

Authorised Signatory
Signature & Seal
(Executing Department)

Verified by
Authorised Signatory
Signature & Seal
(HR Department, RFCL)

SOR for ARC of In-Situ Metallography inspection jobs

Estimate: In-Situ Metallography inspection ARC Ramagundam Fertilizers and Chemicals Limited						
Sl. No	Description	Qty.	Unit Rate in Rs		Total Value in Rs	
			In Fig	In Words	In Fig	In words
In-situ metallography						
1.	Total number of In-situ metallography sem analysis	20 Spots				
2.	In-situ metallography microscope analysis rate	50 Spots				
3.	Metallography team mobilization and demobilization charge	4 Nos.				
	Grand Total in Rs (In Figures)					
	Grand Total in Rs (In words)					
	GST (extra)@ -----%					

Signature of the Contractor

With Official Seal

Annexure-XIII**CHECKLIST FOR BIDDERS**

Sl. No	Documents	Yes/No or N/A
1	Cost of tender documents: DD No. Amount: Date: Or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	EMD DD No. Amount: Date: Or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
3	Whether all the pages of tender documents are stamped and signed & properly tagged with all documents?	
4	Whether declaration form-I is filled up?	
5	Whether declaration form-I (Bidder's Detail) is filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of firm (for partnership firm or Pvt Ltd./Pub. Ltd. Company) is enclosed?	
8	Enclose latest notarized affidavit towards sole proprietorship of firm/ Self attested partnership deed or incorporation certificate of company/ article of association/ memorandum of association as applicable.	
9	Self-attested copy of pan card	
10	Self-attested copy of GST certificate	
11	Self-attested copy of EPF certificate	
12	Self-attested copy of ESI certificate	
13	Power of attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on party's letter head about Blacklisted/Non-blacklisted company. The certificate should be exactly in the same format as given on page no. 38 of tender document (Annexure-VI).	
15	Total Turnover of the business in F.Y 2018-19, 2019-20, 2020-21 (attach copy of audited profit & Loss account and B/S for the financial years 2018-19, 2019-20, 2020-21)	
16	Give details of any major similar contracts handled by tendering company/firm/Agency during last seven years (ending last day of month previous to the one in which applications are invited)	

Sr. No	Details of client	Amount of work Completed (Rs.)	Contract period (from and to)	
A				
B				
C				
D				
	(if space provided is insufficient, a separate sheet may be enclosed.)			

Sl. No	Documents	Yes/No or N/A
17	Documents showing completion of one similar work of value not less than Rs. 4.12 Lakhs Per annum (Excluding taxes) related to provision of similar services in a single contract during the last seven years (Ending last day of month previous to the one in which applications are invited) (Enclosed copies) . (OR)	
18	Two similar completed works costing each not less than Rs. 2.57 Lakhs Per annum (Excluding taxes). (OR)	
19	Three similar completed works costing each not less than Rs. 2.06 Lakhs Per Annum (Excluding taxes).	
20	Enclose copy of work orders of similar works and satisfactory performance/ completion certificates having the detailed mentioned as per Annexure- (Attach) .	
21	All annexures have been signed as per tender document.	