



# Ramagundam Fertilizers And Chemicals Limited

## रामगुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

Site Office : Fertilizers City, Ramagundam - 505 210, Dist. Peddapalli, Telangana

Telephone : +91 8728 257488, E-mail : rfcl.ramagundam@rfcl.co.in

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Ref:RFCL/SITE/ELECT/CONT 01/ARC ELECT

Dated: 28 / 12 /2019

**Sub: Tender for "Annual Rate Contract for Electrical Maintenance in Factory & Township at RFCL Ramagundam"**

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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.



Registered & Corporate Office : 3<sup>rd</sup> & 4<sup>th</sup> Floor, Mohta Building,  
4, Bhikaji Cama Place, New Delhi - 110066.



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GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Ref. No.: RFCL /Site/Elect/Cont- 01 /ARC Elect. Maint.

Date :28.12.2019

To,

**Sub: "Annual Rate Contract for Electrical Maintenance in Factory & Township at RFCL Ramagundam"**

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

- Name of Work** : "Annual Rate Contract for Electrical Maintenance Ramagundam"
- Earnest Money Deposit and Tender Cost** : Bidder to submit Tender cost & Earnest Money of value given below in the form of Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam. **Tender received without tender Cost & EMD are likely to be rejected.**  
**Bidders registered under National Small Scale / MSME Industries are exempted from submission of E.M.D. and Tender Cost detailed in GTCC 1. 8.0**  
**Tender Cost: Rs. 1000 /- (Rupees One Thousand only).**  
**The same is to be submitted along with the technical bid in case the Tender documents downloaded from the web site. Tender documents can be obtained from the RFCL Ramagundam Site Office upto 10/01/2020 12.30 hr after submission of Tender Fee.**  
**Earnest Money: Rs. 1,00,000.00 (Rupees One Lakh only)**  
**Both Costs payable by demand draft as specified in General Terms and Conditions clause no 1.8 (Page No 27/63)**
- Contract Validity** : Twelve months from the date of issue of Letter of acceptance & extendable for three months as per mutual consent.
- Validity of the Tender** : **120 days** from the Date of Opening of Tender.
- Last Date & Time for:** **10 /01 /2020 up to 3.00 pm**

Receipt of Bids



Registered & Corporate Office : 3<sup>rd</sup> & 4<sup>th</sup> Floor, Mohta Building,  
4, Bhikaji Cama Place, New Delhi - 110066.

*Signature*



6. **Date & Time for Opening : 10 /01 /2020 upto 3.30 pm Bids**
7. **Place of Receipt and : Office of Dy. General Manager (Elect.) Opening of Bids**
8. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. Dy. G. M. (Elect.) at least 7 (Seven) days prior to the closing date of the tender.
9. The rate should be quoted in the Units given in the Schedule of Rates. When service margin quoted by the bidders in % and absolute amount are different then Service margin quoted in percentage shall be treated as correct and the amount shall be reworked accordingly. Any corrections made in the service margin shall be authenticated with signatures at all places.
10. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
11. **Procedure for Submission of Tender:**  
The Tender shall be submitted in Three Sealed Envelopes as under:  
**11.1 Envelope No. 1:** Will be superscripted '**Earnest Money & Tender Cost**' and shall contain Earnest Money Deposit & tender cost of amount as per Clause No. 2 above.  
**11.2. Envelope No. 2:** Will be superscripted '**Techno-Commercial Bid**' shall contain Un-Priced Bid signed and stamped including NIT, Declaration Form-I & II & GST Format & all the documents required as per Tender issued by RFCL. All documents are to be read carefully and signed. Bidder must enclose all documents required in tender( refer Annexure I-D ). **All documents are important and unavailability of any required document may lead to rejection of tender.**  
**Envelope No. 3:** Will be super-scribed '**Price Bid**' and shall contain the Sched with filled in rows 9,10,11,12. Before filling price bid all notes given in forr read carefully. All the three envelopes should in turn be put together in envelope duly super-scribed with "**Annual Rate Contract for Electrical Mai Factory & Township at RFCL, Ramagundam**"
12. **Opening of Tender:**  
The Tender shall be opened as under:  
**12.1. Envelope No. 1:** Super scribed '**Earnest Money & Tender Cost**' shall be opened first, on the Scheduled Date & Time of Opening of Bids in the presence of those Bidders who wish to be present there.  
**12.2. Envelope No. 2:** Super scribed '**Techno-Commercial Bid**' shall then be opened and discussion would be carried out with the respective Bidders for clarifications, if any.  
**12.3. Envelope No. 3:** Super scribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.
13. 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
14. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.



15. 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 as will be any further information supplied by RFCL.
16. 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.
17. "Bidders may ensure that tender documents/offer have been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidders on their letter head: will not be allowed on the grounds that offer was not signed by authorized person." in such case EMD shall be forfeited.
18. Contractors who do not have class A contractor license need not apply
19. 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
20. 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.
21. Tender documents shall be issued at RFCL site Ramagundam, after deposition of the cost of tender documents in the form of Demand Draft as described above. Tender Documents can also be downloaded from the site, 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 documents.
22. The Tender shall be addressed to **Dy. General Manager (Electrical) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.

  
(Uday Rajhansa) 28.12.19

Dy. General Manager (Elect.)

E-mail: [urajhans@rfcl.co.in](mailto:urajhans@rfcl.co.in)

Mob: 9425798350

Encl: Tender Documents

**UDAY RAJHANSA**

DGM (Electrical)

Ramagundam Fertilizers And Chemicals Limited  
Ramagundam, Dist. Peddapalli (T.S)



**DECLARATION FOR SUBMISSION OF TENDER FORM-I**

To

Deputy General Manager (Electrical),

Ramagundam Fertilizers and Chemicals Limited,

Fertilizer City, Ramagundam

District: Peddapalli (Telangana)

Pin Code- 505 210

Dear Sir,

I/We hereby submit tender for **“Annual Rate Contract for Electrical Maintenance in Factory & Township at RFCL Ramagundam”** for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

I/We hereby agree to abide by and fulfill all terms and conditions referred to in the Tender Document /Work Order/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.1,00,000/- (Rs. One Lakh Only) vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable for MSME registered as referred in Tender document).

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

It is also certified that the rates quoted by me/us in the Price bid / SOR are workable. The consideration / margin quoted above Estimate is not less than 4 % which is required to fulfil statutory levies / duties, taxes, administrative charges / Service charges and other expenses to maintain employees in contract. I further understand that inability to fulfil workers' liability shall lead to contract termination.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature of Tenderer with the seal

Name &amp; Address: \_\_\_\_\_

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

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



**DECLARATION FOR BIDDER DETAILS FORM -II**

- 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. 1	Name of Applicant/Firm/Company			
2. 2	Complete Address along with Contact Person name, mobile number and Email Id			
3. 3	Company Profile			
i)	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. 7	Year of Establishment & Registration No along with documentary proof if any			
5. 1.	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)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
6. 2.	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 Contractor 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. <b>Registration month &amp; Year should be prior to bid submission due date.</b>			
15.	The Bidder shall intimate labour license number along with documents proof. If he does not have these, the bidder shall submit undertaking regarding Labour License, as per the following format " Incase 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 in time i.e. before start of execution of work, RFCL shall have right to forfeit EMD/SD and contract can be terminated"			

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature of Tenderer with the seal

Name & Address: \_\_\_\_\_

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

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



**DECLARATION OF BANK DETAILS (E-BANKING MANDATE) FORM-III**

SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
1	Vendor/Customer Name	M/s _____
2	Vendor/Customer Code	
3	Vendor/Customer Address	
4	Vendor/Customer e-mail Id	
5	Particulars of Bank Account	
(i)	Name of the 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 number of the Bank	
(x)	9 Digit MICR Code	

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

***SEAL & SIGNATURE of the Vendor/Customer***

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

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

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





**Check List of Documents to be submitted by Bidders**

[ Please write yes / no in Col (V) ]

Document No (I)	Name of Document (II)	Remarks (III)	Envelop (IV)	Complied Yes / No (V)
1	<b>EMD demand draft of Rs 100000 /-</b> in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam	Not To be submitted by bidders registered under National small Scale Industries / MSME Industries	1	
2	<b>Tender Cost Demand draft of Rs 1000/-</b> in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam	To be submitted by bidders not registered under National small Scale Industries / MSME Industries	1	
3	All NIT documents including covering letter duly signed	All pages to be signed and stamped	2	
4	Deviations with regard to NIT. No list of deviations means all terms and conditions of NIT are accepted	No deviation allowed. However if any to be submitted	2	
5	DECLARATION FOR SUBMISSION OF TENDER FORM-I Annexure-I A	To be signed and stamped at bottom after filling all details.	2	
6	Declaration of bidder Details form –II Annexure I B	To be signed and stamped at bottom after filling all details.	2	
7	Declaration of Bank details ( E Banking Mandate) Form III Annexure I C	To be signed and stamped at bottom after filling all details	2	
8	Check List of Documents to be submitted by Bidder Ann I - D	Properly read, ticked in column (v), signed and stamped	2	
9	Undertaking Annexure I - E	Properly read, signed and stamped	2	
-	<b>Eligibility Criteria Annexure III</b>	-	-	-
-	<b>A) Technical Criteria</b>	-	-	-
-	<b>1.0 Similar Work Definition</b>	-	-	-
10	i) Class A Contractor License	Self attested	2	
11	ii) Class A Supervisory License	Self attested	2	
-	<b>2.0 Experience of having completed similar work as per A 1 as a class A supervisor in last seven years i.e. between 1.12. 2012 to 30.11.2019</b>	-	-	-
12	i) Self attested copies of WO along with satisfactory completion certificate for One Similar work completed 65.52 lacs	Self attested copies. Only Execution quantity shall be considered for evaluation. Supply shall not be considered. WO shall be for similar work as defined on PN 11 of	2	-
13	ii) Self attested copies of WO along with satisfactory completion certificate			

14	<p>Two Similar work completed 40.94 lacs</p> <p>iii) Self attested copies of WO along with satisfactory completion certificate for One Similar work completed 32.76 lacs</p>	NIT under Ann III i.e Eligibility criteria. WO executed value for evaluation shall be considered on one year basis. Pro rata value for one year shall be considered for WO which are for more than one year and wo which are for less than one year value shall be considered on one year basis only.		
	B Financial criteria	-	-	-
-	Self attested audited Financial statement for three years	Self attested copies	2	
15	i.e. year 16-17 ending on 31.03.2017,			
16	year 17-18 ending on 31.03.2018 and			
17	year 18-19 ending on 31.03.2019 for Average annual Financial Turn Over (Excluding GST @ 18 % ) of value more than or equal to Rs 24.6 lac .			
	C Documents to be submitted	-	-	-
-	i) WOs as mentioned above	All documents to be submitted after self-attestation and duly stamped.	2	-
-	ii) Class A contractors license and Class A supervisor's License as mentioned above			-
-	iii) Annual returns as stated above			-
18	iv) Copy of Permanent Account No			
19	v) Copy of GSTIN Registration			
20	vi) Copy of PF registration issued by Govt Authorities.			
21	vii) Copy of ESI registration.			
22	viii) Copy of MSME Certificate / UAM (Udyog Adhar Memorandum)			
23	ix) Copy of labour License / undertaking as per declaration form			
24	Undertaking on bidder's letterhead Annexure VIII (iv)	To be submitted after carefully filling with sign and stamp.	2	
25	Schedule of Rates Annexure VI	To be carefully filled after reading all notes and signed by bidder	3	

SEAL AND SIGNATURE OF BIDDER





**PERIODICITY AS PER NIT**

We, M/s ----- do hereby affirm that if the subject work of “**Annual rate contract for maintenance of electrical Equipments in factory and Township**” is awarded to us then our company apart from fulfilling the jobs assigned under NIT scope of work to the fullest satisfaction of Engineer In charge, shall bind itself to comply following obligations unfailingly as per the periodicity defined in contract terms and conditions. Repeated Failure (any attempt more than three times at sole discretion of RFCL ) to do so may result in either termination of contract with a notice as prescribed in NIT at the maximum or non satisfactory completion of contract ( i.e. Satisfactory Completion certificate shall not be issued on completion of work period ) with or without forfeiture of SD (on sole discretion of RFCL )as minimum penalty. The obligations to be fulfilled as per contract are:

S N	OBLIGATIONS	PERIODICITY
1	AGREEMENT	BEFORE START OF WORK
2	BG / PBG /ISD	WITH IN 15 DAYS OF START OF WORK
3	MONTHLY SALARY TO WORKERS	BEFORE SEVENTH OF EACH MONTH
4	PF @ 13 %, ESI @ 3.25 %	BEFORE 15 TH OF EACH MONTH
5	LEAVES @ 5 %	TO BE PAID EVERY MONTH AS A PART OF SALARY
6	BONUS @ 8.33 %	ANNUALLY ON DIWALI OR MONTHLY AS A PART OF SALARY.
7	GST as applicable	EVERY MONTH
8	BILL SUBMISSION by contractor to executive Department.	EVERY MONTH BEFORE 7 TH SO THAT BILLS ARE PAID BEFORE 5 TH OF COMING MONTH TO FACILITATE DISBURSEMENT OF SALARIES ON 7 TH OF THAT MONTH

Note: All emoluments to employee are as per present statutory requirements. The rates shall as per the notifications issued by State/ Central Govt, whichever is higher.

SEAL AND SIGNATURE OF CONTRACTOR  
OR AUTHORISED SIGNATORY



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 3<sup>rd</sup> & 4<sup>th</sup> 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 etc.
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 upto 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 INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
17. "GTC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. Any clause under different head shall be succeeded by clause in the succeeding head.



**ELIGIBILITY CRITERIA FOR TENDER FOR Annual Rate Contract for Electrical Maintenance for Factory & Township for the Year 2019-2020 at RFCL, Ramagundam**

**A. Technical criteria**

1. The bidders should have executed at least one similar Electrical Work of Annual Rate / maintenance contract in Fertilizer/Petrochemical/Refinery/ power plant as per Scope of work given in NIT during last 7 years ending on prior to one month before the date of NIT. with at least one work in last three years. He must possess Class A Electrical Contractor License under which he has completed all the jobs.

**Similar work** means maintaining operations in shifts and general shifts at various places for providing assistances, to carry out jobs like cable laying, general factory maintenance, township maintenance, transformer /motor Maint and all such other electrical jobs in large scale Fertilizers industry / petrochemical industry / power/ refinery industry under class A contractor's license.

2. Experience of having successfully completed similar works (as per A.1 above) as a class A Electrical Contractor during the last seven years ending on 30.11.2019 with following criteria:
  - i. One similar completed work costing not less than **Rs. 65.52 Lacs** (excluding taxes) (OR)
  - ii. Two similar completed works costing each not less than **Rs. 40.94 Lacs** (excluding taxes). (OR)
  - iii. Three similar completed works costing each not less than **Rs. 32.76 Lacs** (excluding taxes)

**B. Financial criteria**

1. Average Annual Financial Turnover (excluding Taxes or GST @ 18 %) during last three years ending 31<sup>st</sup> March of the previous financial year i.e. 31.03.2019 should be at least **Rs. 24.6 lacs**

**C. Documents to be submitted in support of eligibility criteria**

1. Self-attested copies of Work orders in support of Clause A.1 & A.2 of the technical criteria with full technical & commercial details including work order value along with the completion certificate from the concerned organization regarding the satisfactory performance indicating the contract period, executed value and date of completion, copy of valid Electrical Supervisory License of Contractor. W O value corresponding to Supply of material shall not be considered for evaluation of similar work criteria elaborated at sr no A 2 above. Experience equivalent to one year shall be calculated on pro rata basis from WO awarded for a period of more than one year and work order for less than one-year period having required value shall be considered on one-year basis under relevant sub clause of A 2 above.
2. Valid Class "A" Electrical Contractor License
3. Self-attested copies of Audited Financial Statement for the last three years ending on 31<sup>st</sup> March of the previous financial year i.e. 31.03.2019 in support of Clause **B.1.**
4. Copy of Permanent Account Number (PAN)
5. Copy of GSTIN Registration.
6. Copy of PF registration issued by the Government Authority.
7. Copy of ESI Registration
8. Copy of MSME Certificate/UAM (Udyog Aadhar Memorandum)
9. Copy of labour license / Undertaking as per declaration form.



**SCOPE OF WORK****Assistance in Maintenance work for running of plant during the year:**

The assistance in work includes one, two, many or all types of works in quantities as per requirement of plant and shall be executed as and when required. No separate measurements for execution of job shall be necessary and scope defined hereunder is to illuminate the different types of works which may be required to be assisted for. Measurement shall be defined in form of assistances required per day. The quantity mentioned against each job are tentative and the assistances are solely based on requirement and shall be used interchangeably against different jobs. These quantities are indicative and flexible. Execution of work shall be done in CPP, Ammonia, Urea, Off sites and Utilities, work shop, testing, town ship, in shifts and at places in plant and town ship premises where ever required as per requirement. The bifurcation is done with the intent of indicating tentatively probable requirement of assistances required. It is possible that all quantities are not utilized as requirement will be generated with completion progress of plant. The details of jobs to be performed is as under:

1. **Cable glandings**, terminations and lugging of cables wherever required shall be in scope of contractor. This shall be as per requirement of Area / section In charge and shall be with the approval of Engineer In charge Job includes HT / LT power cable laying , control cable laying, OFC cable laying in HDPE pipes of appropriate diameter as per RFCL specifications under strict supervision of Contractor Supervisor, in persistent consultation with section / area in charge and Guidance of Engineer In charge, formation of bridge with bricks inside trench and initial padding/ cushioning and covering of cable with sand. Providing / fixing route markers at 25-meter distance, Cable laying on trays with proper cable dressing with nylon wires and keeping gaps between various voltage grades providing cable identification Aluminium tags on initial and end points and in between at every 10 meters at least. Further as and when required cable laying on walls and metal supports and on RCC roofs by saddling or fixing clamps by wooden gitti or roul plugs and if required by welding of cleats on Iron channels / supports etc.
2. **Laying of cable trays**, their fixing, alignment, coupling / welding/ bending giving profile as per requirement, earthing of trays at every 25 meters and bonding of different trays.
3. **Dressing of existing cables**, removal of permanent cable and rolling it in drums, removal of temporary cable either flexible or armoured, shifting it from site to either work shop site stores or to main cable yard as per requirement. Shifting of cables from main yard to site and mounting on jack with the help of jumbo, Truck Fork lifter or crane as per availability
4. **Cable fault localization**: During running of the plant, there are instances when cable fault is to be located. The feeder trips due to fault in cable. After that the exercise of location of fault starts. Using various loop methods or Cable fault locator the location of fault is identified and the fault is removed and cable is taken in line.
5. **Cable alley checking**: Cable alleys of all the plant MCC and PCC of LT sides are checked by opening the cable side boxes and their if desired currents are taken for different motors in different phases. The condition of outgoing cables is seen to detect any overheating or discolorations. The cable alley is checked for any blanking hole in it and for cleanliness and from sealing point of view
6. **Earth Pit Maintenance**: Readings, Earth pit Cleaning and Maintenance, Earth Pit Treatment shall be in scope of assistant staff.





7. **Earthing Cable / strip laying**, Earthing Checking: It includes laying of earthing cables, laying of earth strips making earth stations, earthing of motors, as per requirement. Laying of earthing strip all along the tray joining, welding bitumen paint on welds shall also be part of job as and when required. Lightening earthing strip continuity and resistance checking, Earth checking of all structures and lightening arresters to be carried out as per schedule.

8. **Lighting Plant Lighting**, Substation lighting, Transformer room lighting, ware house lighting, Non-plant building lighting, Solar lights of town sip, shopping complex lighting, School Lighting, Hospital Lighting, Town ship Street lighting, Residential quarter surround lights, Both GM bungalow lights IGH & VIP guest house lights, gate lights, park lights, both club lights, Road lights between Factory to IGH & Town ship up to Railway crossing and all lighting at public facilities and all feeder pillars, cables and switch boards along with other paraphernalia used for providing supply to these lights shall have to be maintained.

9. **Lighting Complaints:** Fault finding, defective part replacement, their checking and hand over to respective users.

High mast light complaints. Lowering down the light platform, checking of lights, replacements of defective components testing of lights and raising the platform to its height

Attending the complaints of boundary wall lights and street t lights and solar lights. Cleaning the fixtures properly, cleaning of glass, removal of insects, dust and making it clear to light, checking of supply in fitting, integrity of holders, finding fault of any other component which is rendering the fitting out of use. Restoring the light back to normalcy and testing its operation. Finding fault in the circuit and its removal and restoring it back to normalcy by removing fault by replacing the faulty part/ cable.

10. **Providing permanent lights** of type HPMV/HPSV/LED/incandescent/ halogen and all kinds of lights with or without control gear boxes as per requirement on wall, structures, poles through cleats or clamps or through any appropriate modifications suiting to site with arrangements separately for Control Gear Box and Lamp fixtures as per job requirement.

#### 11. **Motor Preventive Checking**

a) **Motor Terminal Box:** checking of motor side connections and supply side connections checking of links, checking ingress of moisture in TB checking of clearance between terminal ns TB cover, Glands checking of TB sealing. Proper sealing after maintenance. Cleaning of Fan cover and Fan, Cleaning of motor body and motor surroundings. If grease is found beneath DE / NDE side bearing clean it immediately. Remove all old scrap, cleaning jute etc. from site and dispose it properly. Check earthing of motors and LCS. Cleaning and checking of LCS. Placing back canopy.

b) **Motor starters:** Checking of fuse ratings, power as well as control fuses, overload settings, other relays settings, earthing of the module, rack in rack out mechanism, withdrawing rails, shutter lifters SIC contacts, SFUs Overheating in terminations dis colorations tightness of terminals CT connections Incoming and Outgoing contacts, their connections integrity, Elmex / other control terminals, condition of rails, contactor's contact condition, their tightness, Auxiliary contacts, size of looping and their lugging, types of lugs in CT terminal, Module indication lamps etc.

12. **High mast light complaints.** Lowering down the light platform, checking of lights, replacements of defective components testing of lights and raising the platform to its height





Attending the complaints of boundary wall lights and street lights and solar lights. Cleaning the fixtures properly, cleaning of glass, removal of insects, dust and making it clear to light, checking of supply in fitting, integrity of holders, finding fault of any other component which is rendering the fitting out of use. Restoring the light back to normalcy and testing its operation. Finding fault in the circuit and its removal and restoring it back to normalcy by removing fault by replacing the faulty part/ cable.

13. **Shifting of motors HT / LT** from site to work shop and from work shop to site as per requirement with the help of crane, hydra, fork lifter, jumbo, truck trailer trolley etc., using slings and D shackles of appropriate strength, mounting on the foundations fixing with bolts, cable connection and solo run of motor.

Cleaning of Motors, opening of fan cover and fan with puller, removal of coupling hub, end covers, removal of rotor out from motor. All measurements, cleaning of grease, removal of bearings, positioning new bearing, taking dimensional measurements, checking rotor balancing, assembling of motors, putting back coupling hub, cable connection of motor, solo run and NDT of motor, final Motor painting, motor TB and other repairs as per job requirement

14. **LCS erection, checking, wiring earthing.** Replacement of ammeter push buttons etc. as per requirement.

Job includes wiring of LCSs as per requirement, testing of modules and commissioning under strict supervision of Contractor Supervisor, in persistent consultation with section / area in charge and Guidance of Engineer In charge.

15. **Maintenance of Portables:** Checking of all portable equipments like grinding machines, welding transformers and generators drill machines ovens, laboratory and hospital equipments, flood lights small generators, small battery chargers, Diesel Engine self-starters, vacuum cleaners blowers etc. Cleaning of the machines, opening, fault finding and rectification by replacing defective parts, assembling, testing and hand over to user.

16. **LT HT Motor Drying Out.** Shifting of motors as described above, Taking IR value of motor, Opening of LT / HT motor. Removing rotor from stator, stator placement in oven for dry out for 24 hours then varnishing of winding with class H or C varnish and drying it out again for 24 hours. Removing motor checking IR value overhauling as described above assembling and then testing solo run, NDT and hand over to user in plant.

17. **Greasing of Motors:** All HT & LT motors of plant require greasing depending upon type of duty and speed of operation of the motors. It also varies with manufacturer to manufacturer. The Schedule of Greasing is prepared on No of running hours' basis and greasing is done as per the schedule. At the time of greasing the Grease Gun of Appropriate capacity with nozzle as per requirement is used. The grease is properly mixed in drum so that it is a proper mix of Oil and soap and after that the grease is filtered properly and filled in gun and thereafter Greasing is done in motor and after greasing the nipple is properly cleaned on motor and excess grease that has fallen beneath motor at the time of greasing is cleaned properly.

18. **Testing of relays in Electrical lab** or on site as per requirement of individual plant or of new relay or for trouble shooting or test checking. The testing of relays shall be as per manufacturers manual and matching and verifying it with given curves. All the functionalities of relays its auxiliary contacts and wiring shall be checked and verified with relay manual and drawings.





19. **Testing, calibration and repair of Energy meters**, various substandard, Field use and laboratory use equipments and meters like meggers, clip on meters for AC & DC, earth testers, CRM meters, ducters, primary as well as secondary injection kits and all other electrical testing, measuring and calibration instruments of whole plant which are in use or procured new or have failed or giving erroneous results.
20. **Operation of Telephone Exchange:** Telephones are provided in Plant and in town ship and soon shall be regularized through Electronic Server Based Exchange. During operation there are multiple issues related to the operation of the exchange. Exchange monitoring on regular basis cleanliness of surrounding power supply temperature of surroundings regular cleaning monitoring of indications for healthiness and network trouble free working. attending various problems related to non-operation of telephones by attending lines or replacing card/ telephones, providing new telephones, Disconnection or shifting of lines / telephones as per requirement. It includes assistance in call tracing programming of telephone console recording of complaints, updating of directory and all other functions which may be mandatory and desired to successfully operate the exchange.
21. **Paging System:** Keeping in Operation and monitoring of paging system which shall be provided soon. It includes regular cleaning maintenance checking and weekly monitoring of Paging system through check list. Attending faults and troubleshooting suo moto or based on complaints by replacing defective components and restoring system back to healthiness. It includes cable fault rectification paging exchange or paging point rectification and all jobs which are necessary to keep paging system healthy.
22. **Silo jobs:** Silo equipment's work in totally dust laden environment. Tripper, Scraper, conveyer belts, lighting fittings are all highly exposed to dust and thereby corrosion. Under such condition this equipment require frequent and high quality maintenance. Cleaning of fittings, panels, motors, MCC, limit switches, pull chord, belts ways, gravity switches, magnets and all the equipment along with their maintenance as per requirement.
23. **Bagging Plant:** Bagging plant is a highly maintenance dependent plant and requires lot of manual labour input to keep the plant reliable, healthy and running. Daily cleaning of panels, motors which are in constant company of urea are prone to corrosion and accumulation of urea further prevent heat dissipation. Entry inside equipment cause trips. Hence cleaning, sealing and wrapping with polythene of Motor, LCS, Limit switches, junction boxes, cables and cable trays, pull chords, belt sways and all other inter lock switches in bagging plant, etc. Wherever required the equipment shall be opened, reglanced, re terminated, and tested. All motors starters and safety switches limit switches regular and frequent preventive maintenance shall be done as per schedule, as per schedule greasing of motors, Oil changes in Electrical Equipments as per requirement shall be carried out. Trouble shootings fault findings are frequent nature problems in bagging and shall be attended for various equipment. Connections of Vulcanizing machine connections portable and Welding machine connections Temporary light connections shall be provided by bagging staff. Frequency of lighting problems due to dust and consequent component failure is more and require repeated correction. Further cables are prone to faults due to persistent exposure to dust, the fixing clamps also get loosened and damaged and are attended regularly by staff.
24. **Drawing material from Main Stores /Ware House/ site stores:** Stationary items and Consumable Material in bulk for monthly use is required to be drawn from main store or ware house to sub store or site stores for use in maintenance. The material is sorted, stocked and kept in record. Then sub/ site store material inventory is kept and stock is maintained as per requirement. Similarly Plant spares are also maintained in site store or in main stores and monthly review are done.



25. **CCTV installation monitoring** and maintenance as per requirement of plant urgency till the vendor arrives for repair as per contractual terms. It includes mounting and relocation on CCTV camera, its replacement with are. Laying, repair of cables for CCTV, mounting, shifting, relocation of racks /NVR/ DVR, TV Monitor screens as per requirement. Identification of faults, extracting footage / data from NVR/DVR as per requirement. Further if required tower faults if any and power supply monitoring shall be done as per requirement of plant urgency till the vendor arrives for repair as per contractual term.
26. **LAN point monitoring**, monitoring of Core and sub distribution boards all assess points and all Ethernet/ LAN points, Power supply LIUs Patch cords etc. shall be monitored, repaired and replaced by Assistant Staff as per requirement.
27. **Temporary or Permanent** wiring for Domestic and Industrial purposes: Casing Capping, Conduiting or batten wiring or simply saddling or clamping of twin twisted wires or flexible cables or armoured cables for domestic use in town ship or in plant or non-plant building as per requirement. Fixing of 5 A / 15A or 16 A/ or 20 Amp switch sockets as per plant or domestic requirement which includes wiring of switch sockets with main electrical circuit and testing of satisfactory operation. These are required for extension of utility points like geysers coolers fridge oven etc. in guest houses or in residential quarters.
28. **Replacement or providing new items in plant and Township:** ceiling fan or wall bracket or any item sanctioned by RFCL policy to be provided free of cost to residents of RFCL township or to be provided as per requirement in plant and non-plant buildings and offices.
29. **Town ship Maintenance:** Town ship resident complaints related to their residential lights, the switch sockets in use, Bracket lamps, panels under stair case cavity, ceiling Fan, exhaust fan and any equipment that has been supplied by RFCL free of cost, any emergencies arising out of overheating, short circuit, over voltage ,loose connections and bad odour/smell related to cable burning, any sparking, fire due to electricity, any abnormal condition related to Electrical operation shall be attended by the Electrical Staff. Assistant Staff with regular staff shall be responsible for regular maintenance of all town ship and residential installation in scope of RFCL and shall ensure smooth and reliable operation of all equipment.
30. **Supervision:** Maintaining the attendance of staff their PF, ESI, Medical, wages, advances related records, their job performance assessment, handling complaints related to regularity, punctuality, behaviour, skill and attitude of assistant staff members. Regular briefing to them regarding safety precaution ensuring proper tools and PPE for safe and quality performance by Assistant Staff. Coordination between Contractor and Department, keeping good industrial relations among workers, ensuring their timely payment of wages, bonuses, EL and other statutory payments. Measurement of all jobs, making work orders, getting them certified from various sections, making bill, timely deposit of PF ESI making attendance sheets, Compliances against all labour regulation, follow up for getting bill forwarded from department, follow up regularly with all concerned agencies for timely payment of bill. Monitoring and supervision of all field jobs maintaining shift staff providing substitute planning, reliever and substitutes in gen shift and shift as per requirement. allocating daily jobs to assistant staff, Occasional reinforcement of staff at certain places as per departmental requirement, providing additional man power other than envisaged due to sudden plant requirement. Follow up of items operated and overall execution of contract. Supervisor, for all practical purposes is a contractor's replacement in Contractor's absence and responsibility of successful operation of contract lies with him.





31. **Regular Cleaning of Sub Stations:** All substations offices in sub stations transformer rooms in plant and in town ship irrespective of their sizes are to be cleaned regularly. No electrical Equipment is to be touched and only ceiling and floors are to be cleaned. the assistant staff shall get special training and approval of Department to carry out the job. initially they will work under strict supervision and without supervisor they will not enter these places. Further the cleaning includes dry cleaning of floors and ceiling with brooms or vacuum cleanse as per availability of resources and wet mopping of the areas, every day in each sub stations, on all floors including cable gallery. In Air conditioned rooms only vacuum cleaning or well mopping shall be used. Also, if required, assistant staff jobs may include cleaning of toilets in Electrical sub stations and offices provided in substation buildings. Apart from above assistant will be required to clean grass and weeds around substation and also in side switch yard. Cleaning of toilets or offices in areas other than substation can also be asked for as per requirement of plant and process, on temporary basis with consultation with engineer in charge. The Assistant staff can be asked for cleaning in other areas also as per departmental requirement for which assistant staff shall move immediately.

32. **Temporary connections of flood lights,** normal lights attending complaints of all kinds in industrial as well as domestic circuits, measurement of battery voltage readings, battery specific gravity readings, battery cleaning and maintenance, taking motor currents, trouble shootings of DOL starters, equipment fault identification by resistance inductance IR PI values of motors, motor removal shifting and replacements

33. **Dewatering:** Dewatering becomes major activity in rainy season and particularly in Ramagundam. Shifting of Dewatering pump at site, fixing of starters, laying of cable on temporary basis tapping of supply from nearest supply point, connection to dewatering pump starters, laying of pipe from pump discharge and pump inlet, testing of pump by running of motor check currents in all three phases setting of overload and checking fuse rating for correctness. Priming of pump and checking discharge of pump fixing of flexible discharge pipe to avoid its movement due to turbulence, and monitoring operation as per requirement. Monitoring of water supply: In Ramagundam the water supply monitoring is also to be looked after. This includes switching On and Off the bore well water pumps the fire water pumps the submersible pumps in town ship. This also includes valve operations as per requirement.

34. **No of Operations in Factory (SOR 7a and 7 b) :** Operations means the performance of job by one skilled or unskilled person in general shift, A shift , B shift or C Shift for Township and Factory for all general maintenance complaints other than regular shift complaints which are required against SOR item 5.0. These assistances are named as operation as the quantity shall be measured exclusively on day to day requirement basis by the executive department. Though no fixed per day quantities for such shift operations are envisioned but their requirement is essentially envisaged during erection stage, commissioning, testing, start up and normal running of plant. These operations shall be measured in numbers in such a way that if three skilled or three unskilled man power is used in one shift, it shall be counted as three operations against 7a or 7b respectively

- 35. **Transformer maintenance:**
- 36. **Flare Stack Maintenance**
- 37. **DG Set Maint.**
- 38. **Generator Maintenance**
- 39. **Fire System Maint**
- 40. **HT Motor Maint**
- 41. **EOT crane Maint**



**SPECIAL TERMS & CONDITIONS OF CONTRACTS**

**CONTRACTOR'S SCOPE**

- 1 The contractor shall take insurance of workers to be deployed in contract with medical cover under worker's Compensation Act 1923 or shall subscribe to ESI for all workers. If ESI membership is taken, then separate insurance under worker's compensation act is not needed.

This clause may be read along with relevant GTCC clause 1.11 and 1.12.

2. All the Required Man power, materials, tools, tackles required to execute and complete the work in all respects shall be arranged by the contractor at his cost for smooth and timely completion of the job. The minimum required list of tools is as below:

- **For each Group of Technician:** Cutter plier, nose plier, one screw driver each small, medium, big; slide wrench small and normal, line tester, D spanner set, Tubular spanner set, Ring spanner Set, series Test lamp, small and medium hacksaw frame and blade, and tool bag etc.
- Apart from above tools three full size tool kits with files, hammers, Socket spanner set, Monkey plier sets, and other tools which may be needed from time to time to complete job, may be kept by contractor

- 3.1 Personal Protective Safety Equipment like Safety Helmets and safety shoes of standard quality shall be provided by Contractor to all employees. Safety Goggles, Face Shields, Safety Belts, Hand Gloves and other PPEs shall be made available to employees as per requirement of job.

- 4 Ladders of all types as per requirement of job shall be provided by RFCL subject to availability but the delay in job shall not be ascribed to unavailability of these ladders. Further Trucks Jumbo, Crane and other heavy vehicles shall be provided by RFCL as per requirement of job to facilitate the expeditious completion subject to availability. Contractor shall not, however be excused for delay in job due to unavailability of these items.

- 5 Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the RFCL's Engineer In-Charge for day-to-day progress of the job.

- 6 To arrange necessary documents of their manpower and other formalities for making Gate passes to work in RFCL's premises.

- 7 To make all the necessary security arrangements, at his own cost, for his temporary office, to ensure safety of all equipment / material and the same shall be removed/dismantled after completion of work

- 8 To remove 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.

**9 RFCL'S SCOPE:**

1. Space at site free of cost for office-cum store for carrying out the job as per scope.





2. Temporary LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability
3. To provide necessary drawings, work permits and isolations as and where required to the contractor.
4. All the consumable materials required for doing the work shall be supplied free of cost by RFCL such as PVC tape, CTC, Waste cotton, Switches, Sockets, MCBs, all type of bulbs, Fluorescent tubes, Ballast's, Condensers, Hylam sheets, Bells, all type of holders, all glass shades, Wires, Cables, Fuse bases, Fuses, Bolts, Nuts, screws, Al. clips, Wooden gittis, etc.
5. Any civil work required for executing the job.

#### 10 TIME SCHEDULE:

Mobilization with Men and Equipment shall be done within 10 (Ten) days of issue of Letter of Acceptance (LOA). However, if the necessity arises Contractor may have to mobilize at site within 3 days of the issue of LOA.

#### 11 Workers 's qualifications:

##### i. SUPERVISOR:

All the work carried out under the contract shall be supervised by supervisor separately. The supervisor must have minimum qualification of Graduate Electrical Engineer with one-year experience OR Diploma in Electrical with minimum three years' experience OR ITI in electrical with seven years of experience OR having valid Electrical Supervisor's license issued by the Chief Electrical Inspector of Telangana Government or having valid Electrical Supervisory License of any state and will be approved by Chief Electrical Inspector of Telangana Government in case of award of contract. Total 3 supervisors shall be deployed by contractor. The No of supervisors shall be increased as per requirement of RFCL. Each Supervisor to be deployed shall be as per approval of RFCL only. The supervisors so appointed shall remain available in RFCL for 24 Hours x 7 days' basis for entire duration of contract.

In case neither supervisor nor contractor is available on job the same will attract a penalty of Rs 500 per day. Supervisor shall inform EIC before moving out of station.

- ii) Skilled: The work covered under this contract shall be carried out by skilled electricians. The Electricians must have minimum qualification of ITI in electrical with three years of experience OR workman/Linesman license issued by Chief Electrical Inspector of the State for the specific job with seven-years' experience. He may be adept in Telugu but must be able to understand and speak Hindi. It is essential from safety point of view as most people understand Hindi in RFCL.
- iii) Unskilled: The person must have completed at least primary education and must be literate. He must have ability to read write and understand the instructions of his senior colleagues and supervisors. He must have exposure to industrial environment as an Electrical Helper for at least three years. He may be adept in Telugu but must be able to understand and speak Hindi. It is essential from safety point of view as most people understand Hindi in RFCL.
- iv) Unskilled for cleaning: The person shall be literate and able to read and write. He must be mentally sound and physically fit. He must be able to understand all the instructions given to him. He may be adept in Telugu but must be able to understand and speak



Hindi as well. It is essential from safety point of view as most people understand Hindi in RFCL. This spec is applicable for item no 6 of SOR.

No drunkards /alcoholic persons are allowed for employment in any category. If it is observed that person on duty is drunk and /or absents himself repeatedly on this account, he shall be removed by contractor forth with. Any mis behaviour with RFCL employee or any person for that matter shall become reason for removal.

Contractor shall not deploy those employees who fail to obtain Police NOC, who have any pending or impending police complaint, arrogance, those who refuse to carry out given work or have involvement in any worker's unrest shall be reasons. Contractor must understand that all jobs are purely on temporary basis to meet RFCL's occasional plant requirement hence any job can be made redundant at any time at RFCL's own discretion at any time, if it is felt that the operation/work envisaged is no longer required. Contractor shall not deploy persons who are found un faithful, dis loyal to RFCL. He shall also not deploy those workers whose mis behaviour has caused any measurable, un measurable or abstract loss to RFCL.

- 12** The contractor shall deploy sufficient No. of workers for executing the contract consisting of supervisor, skilled technician and helpers. The jobs shall be carried out only when the contractor's supervisor is present at site. If the supervisor is absent contractor himself shall supervise the job. Contractor shall not remove any existing manpower without the approval of Engineer In charge. All new Man Power to be recruited shall only be with approval of Engineer In charge.

Any complaint received from any agency against contractor with regard to use of appropriate means for giving service to his employees shall be taken seriously and if found true may lead to termination of contract

- 13** Contractor shall keep in touch with Engineer In charge regularly and shall address to the issues on top priority as apprised to him by EIC.

- 14** The contractor shall ensure proper training and updating of his man power. In case any work man fails to meet the quality standards of department or the job is not performed as per the quality norms of electrical standard, contractor shall replace him with suitable trained workman to be employed.

- 15 Payment Terms:** Payment Terms shall be same as per clause no 1.30 of GTCC. Percentage of labour component shall be taken as 100 %.

- 16 Quantum of job:** The estimated value of work has been given on the basis of technical assessment and SOR 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 done on the basis of actual quantities executed. As the quantities are tentative in nature, these are interchangeable, i.e. if some quantities get exhausted and are required during plant operation then proportionate quantity of any other balance un executed item shall be re appropriated against this item at the sole discretion of RFCL

- 17 Bank Guarantee:** (refer GTCC 1.27.0)

- 18 Price Reduction Schedule:** As per GTC Cl. No 1.36.0

- 19 Sub-Contracting:** Sub-Contracting of the job is not allowed.

- 20 Splitting of Contract:** Splitting of Contract is not allowed hence GTCC clause no 1.27 (d) not applicable.

- 21 Accommodation and Land for Contractor's Godown/Workshop:** GTCC 1.3.0





- 22 Deployment of additional Man power:** As per the requirement of RFCL, contractor shall deploy any additional man power with the approval of Engineer In charge. Contract worker already deployed by contractor, cannot be discontinued by contractor without approval of EIC. All workers as indicated in SOR, are not required at one go. The no of assistances shall be enhanced slowly/ phase wise as per requirement of the plant and process, however minimum 7 days' notice shall be given to contractor for arranging additional deployment.
- 23 Medical Condition and Age bar of persons deployed by contractor:** The person deployed by Contractor shall be mentally and psychologically sound and physically fit. He must have good eye sight with both eyes corrected to 6 / 6 with specs and must not have colour blindness. The person deployed shall not have fear to climb at heights. Any person with chronic diseases shall not be deployed by contractor. The requirement of job being alert mind and quality work, any non-performance on medical ground shall not be acceptable to RFCL. Contractor shall not deploy any person attaining age of 60 years and shall discontinue deployment of any worker who attains the age of 60 years.
- 24 Payment of salary by contractor to workers deployed by him:** The salary of workers deployed by contractor shall be paid by him by 7 th of every month positively. In case of failure by contractor to pay the same by 7th of month, RFCL shall be free to make payment directly to contractor deployed persons through his bill. In case of any three such defaults, contract is liable to be terminated and all the dues to his deployed persons shall be compensated through remaining bills and security deposit or by liquidation of bank guarantee. If amount is not sufficient to compensate the dues of employees, then the same may be recovered from any other amount due to him in any other contract or from any contract which are running in any organization either at Ramagundam or at any other places.

Contractors must have financial capability to pay at least two bills without payment of RA Bill, as first bill requires time for payment due to multiple formalities and Workers payment become due on 7 th of the next month. Further it is also possible that due to some reasons e.g. non-submission of bill by contractor or plant shut down in RFCL or any other unforeseen exigency another payment is also not paid by RFCL, such non-payment of two consecutive bills shall not become a reason for non-payment of salary to workers deployed by him.

In case of requirement of contractor, 50 % payment OF INVOICE can be recommended by Executive department directly against submission of measurements and documents and proofs against deposit of salaries, EPF and ESI instalment for all of his employees.

All running account payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done.

- 25 Statutory Benefits to workers:** Contractor shall pay Minimum wages as per Govt of India min wage circular or State Govt wage circular whichever is higher. Workers shall be entitled to PF, ESI, Statutory Bonus, Gratuity if applicable as per Gratuity Act, EL @ of 1 EL for every 19 days as per Factory's Act or CLT Act 1970, Paid GH as per RFCL holiday Calendar, One Extra wage on NH (3 Nos) in case of normal duty on NH. Overtime is paid to worker @ double the normal rate if he stays beyond 8 Working hours (excluding break if any like lunch tea breaks etc) on normal days or week offs. No overtime shall be paid to contractor for any reason whatsoever. Substitute man power against leave substitute can be provided by contractor to avoid overtime, with approval of Executive department. All statutory obligations i.e. Min wages, ESI / Insurance and PF and gate pass formalities for this substitute / temporary man power shall be applicable as per regular man power. All the statutory benefits like, EL, CL, Statutory Bonus, Gratuity have to be paid by the Contractor before the submission of the Final Bill. Final Bill of the Contractor will be released only after receipt of the documentary evidences of the above mentioned



statutory payments to the workers. Contractor can deploy his existing man power as leave substitute at normal 8 hours' rates in written agreement with workers deployed by him.

- 26 No bidder shall quote in price bid, margin / consideration against statutory levies, taxes, fixed charges and administrative charges /service margin etc which is less than 4 %. Any Bid which is found to be less than 4 % shall be rejected immediately. If two or more bidders quote same margin then they will be asked to offer maximum discount subject to min margin not less than 4 %. This will be done immediately on price bid date. All bidders who have quoted margin more than 4 % and are willing to offer discount, must come prepared-to-offer discount if required. Bidders must remember that discount offer must not make total service margin less than 4 % otherwise their bid will be rejected. If two or more bidders have quoted margins equal to 4% either right at the time of opening or after offering discount, below which any further discount is not acceptable, then lottery system shall be resorted to, to **ascertain the name of contractor to whom the job shall be awarded**. Names of all bidders quoting bids of 4 % consideration shall be noted on chits. These chits shall be put in a container and shall be mixed properly. Any neutral person or any bidder representative chosen on consensus or voting basis or if not agreed then finally as instructed by DGM ( E ) shall be blind folded and he shall pick up the chit from container. The name of party whose name is written on the chit shall be forwarded for further processing as per RFCL's procedure to obtain approval for award of work.

Apart from above Special Terms and Conditions, General Terms and Conditions are also applicable. In case of any ambiguity / contradiction Special Terms and Conditions shall prevail.



## SCHEDULE OF RATES

SCHEDULE OF RATES											
S N ( I )	NATURE OF JOB ( II )	UNI T ( III )	QTY ( IV )	RAT E ( V )	AMOUN T ( VI )	ESI @3.25 % ( VII )	EPF @13 % ( VIII )	BONUS @8.33 % ( IX )	LEAVE PAY MENT @ 5% ( X )	TOTAL Labour Exp. ( XI )	
1	<u>Assistance In jobs in CPP Plant</u>										
a	Skilled Assistance (Technician)	Nos	180	569	102420	3328.65	13314.6	8531.586	5121	132715.836	
b	Unskilled Assistance	Nos	520	403	209560	6810.7	27242.8	17456.35	10478	271547.848	
2	<u>Assistance In jobs in Ammonia Urea Cooling Tower Plants</u>										
a	Skilled Assistance (Technician)	Nos	130	569	73970	2404.03	9616.1	6161.701	3698.5	95850.326	
b	Unskilled Assistance	Nos	520	403	209560	6810.7	27242.8	17456.35	10478	271547.848	
3	<u>Assistance In jobs in Bagging Plant</u>										
a	Skilled Assistance (Technician)	Nos	130	569	73970	2404.03	9616.1	6161.701	3698.5	95850.326	
b	Unskilled Assistance	Nos	520	403	209560	6810.7	27242.8	17456.35	10478	271547.848	
4	<u>Assistance In jobs in work shop</u>										
a	Skilled Assistance (Technician)	Nos	80	569	45520	1479.4	5917.6	3791.816	2276	58984.816	
b	Unskilled Assistance	Nos	310	403	124930	4060.23	16240.9	10406.67	6246.5	161884.294	
5	<u>Assistance In jobs in Regular Electrical Shifts of Ammonia, CPP &amp; Bagging</u>										
a	Skilled Assistance (Technician)	Nos	2190	569	1246110	40498.6	161994.3	103801	62305.5	1614709.338	
b	Unskilled Assistance	Nos	1950	403	785850	25540.1	102160.5	65461.31	39292.5	1018304.43	
6	<u>Assistance In jobs in Sub Station Cleaning</u>										
( Cleaning of sub stations with dry broom, wet mop and toilet cleaning, removing dry grass and weeds around all sub stations and switch yard)											
a	Skilled Assistance (Technician)	Nos	nil	569	0	0	0	0	0	0	
b	Unskilled Assistance	Nos	1870	403	753610	24492.3	97969.3	62775.71	37680.5	976527.838	
7	<u>Upkeep by doing maintenance as per scope of work under General maintenance defined by no of operations. One operation is with one skilled ors one skilled person. These Operations shall be done as per requirement of plant for factory as well as Township.</u>										
a	For Skilled operation	Nos	1460	569	830740	26999.1	107996.2	69200.64	41537	1076472.892	



b	For unskilled operation	Nos	2560	403	1031680	33529.6	134118.4	85938.94	51584	1336850.944
8	Supervision of jobs in Factory and Town ship	Nos	935	666	622710	20238.1	80952.3	51871.74	31135.5	806907.618
						0				
9	Total Labour expenses Col (XI) & Total TDS Taxes (Col X II)									8189702.202
10	Consideration @ % against statutory levies, taxes, Administrative and fixed charges / service margin of contract (to be specified by Contractor and it must not be less than 4 % )									
11	Total Amount including service margin, i.e. SN 9 + SN 10									
12	GST @ % on SN 11									
13	Total Amount including GST @ 18 % i.e SN 11 + SN 12									
Note: All Rates are firm, Contractor shall specify service margin and final landed cost including Service and GST. Final landed cost is basis of evaluation of price bid. He has to fill rows 10,11,12,& 13 only.										

**Notes to Schedule of Rate:**

- Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted.
- Bidders or their authorized representatives, if desire, can remain present at the time of bid opening. If required, they their selves can only be allowed to note down any or all rates or total quoted value of other competitors from the price bid documents.
- No bidder shall quote margin or consideration against taxes, levies, administrative and fixed charges / service margin less than 4 %.on estimate Any bid which is found having quoted margin less than 4 % shall be rejected.
- Bids having less than current minimum wages and not fulfilling the related statutory requirements are to be rejected. (Minimum wages circular No: File No. 1/8(3)/2019-LS-II, dated: 23/09/2019 from Office of the Chief Labour Commissioner(C) New Delhi, Ministry of Labor & Employment, Govt. of India).
- If, the SOR quoted by two or more bidders are same, those bidders will be given a stipulated time period in which they have to submit a closed envelope quoting the percentage discount on their previously submitted SOR. The bidder who offers highest percentage Discount will be awarded contract. ( Please read Clause 26 of STC )
- Bids will be evaluated on overall L 1 basis i.e. lowest landed cost to RFCL. (Please read Clause 26 of STC )
- The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be extra and as applicable. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
- The quantities in SOR are indicative only. There in no guarantee for minimum quantities. Please read clause 1.20 of GTCC. The payment shall be released on actually executed quantities only.
- If there is difference in service margin percentage and absolute amount then the percentage shall be treated as Final and amount shall be reworked accordingly.

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## INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the bidder and RFCL.)

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

AND

hereinafter referred to as "The Bidder / Contractor"

### PREAMBLE

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

(Bid document no/RFQ no.: .....)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

### Section 1 – Commitments of the Principal.

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

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

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

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

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

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

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





The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

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

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

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

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

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

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

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

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

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

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

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



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

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

The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective

action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.





The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.

If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "Monitor" word include both singular and plural.

### **Section 9: Pact Duration**

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

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

### **Section 10: Other Provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1 :

Witness 1 :



(Name & Address)

(Name & Address)

Witness 2 :

Witness 2

(Name & Address)

(Name & Address)





**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 authorized representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN- CHARGE. No unauthorized 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 authorized 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 honor 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.

**1.9.0 The following tenders will be liable to summary rejection:**

- i. Tenders submitted by Tenderer who resort to canvassing.
- ii. Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- iii. Tenders, which contain uncalled for remarks or any alternative additional conditions.
- iv. 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.
- v. Tenders received late / delayed.
- vi. Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives as contractor's service charge/ profit margin will be rejected summarily.
- vii. 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.
- viii. Tenders not accompanying the Earnest Money and Tender fee of prescribed value

and prescribed mode/form.

ix. 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.





**d) 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 are 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/Initial Security Deposit shall be 10% of the contract value.
- b. In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value.
- 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 I**).
- 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 charge 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:  
**Formula= Billed amount \*Wt.avg. factor\*(% 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
- 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.

- Invoice price of gas.
- Rent for each Cylinder per day.
- Department charges.
- 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, 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.

**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-III).

**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-II) 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 override 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 "IV"). 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.





**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

**(To be prepared on non-judicial 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 **3<sup>rd</sup> and 4<sup>th</sup> floor, Mohta  
Building, 4, Bhikaji Cama Place, New Delhi-110066** 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.

*du*

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 \_\_\_\_\_.

(Indicate the Name of the Bank with stamp)





**Proforma for Indemnity Bond****(To be prepared on Stamp paper of Rs.500)**

This DEED OF INDEMNITY made between M/s .....  
 .....having its registered office at .....and place of business at  
 ..... (hereinafter called 'The Contractor'), which expression shall  
 include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND  
 CHEMICALS LIMITED, a company incorporated under the Indian Companies Act, 2013 and  
 having its registered Office at **3<sup>rd</sup> & 4<sup>th</sup> floor, Mohta Building, 4, Bhikaji Cama Place, New  
 Delhi-110066** (herein under called 'the Owner') which expression shall include its successors  
 and assigns of the other part WHEREAS the Owner has placed a Work Order No.  
 ..... on the Contractor for and whereas one of the conditions of the said  
 Contract, is that the Owner will supply to the contractor free issue Material  
 for..... As specified in the said Contract for the purpose of  
 ..... and WHEREAS the Owner has agreed to send the said Free  
 Issue Material in the terms of the said Contract upon the terms that the Contractor should  
 enter into covenants hereinafter contained.

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor agrees that the FIM shall be used only for purpose intended by the Owner.
5. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to Rs..... (Rs.....only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities thereunder.

Dated:



**FORM OF CONTRACT**

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 **3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi- 110066** (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 \_\_\_\_\_, 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

Witness

1.

1.

2.

2.





## **Undertaking**

**Declaration for the month of \_\_\_\_\_ 2019**

I / We undertake that the payment to the Contract employees has been made as per Minimum Wages rates prescribed by the Government of India from time to time under Minimum Wages Act or as prescribed in the indent of M/s. RFCL and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment etc.

We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

No other charges would be payable by RFCL.

**Signature & Seal of Authorized  
Signatory of the Agency/Co**

