

Ramagundam Fertilizers & Chemicals Limited

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

Site Office: Fertilizer City,
Ramagundam-505210,
Dist- Peddapalli, Telangana

BIDS ARE INVITED FOR

"ANNUAL RATE CONTRACT FOR MISCELLANEOUS CIVIL MAINTENANCE
WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam"

e-Tender No: RFCL- 52712

January-2022

TABLE OF CONTENTS

This Tender Document (AS ISSUED TO CONTRACTOR) Consists of the following:

Sr. no.	Description	Page No.
1	INSTRUCTIONS TO TENDERERS FOR E-TENDERING	3-8
2	Notice Inviting Tender	9-11
3	Definition of Terms (Annexure-I)	12-13
4	Eligibility Criteria (Annexure-II)	14-15
5	Declaration Form I (Annexure III)	16
6	Declaration Form II (Annexure IV)	17-19
7	E-Banking Mandate Form (Annexure-V)	20
8	Scope of work, Time Schedule (Annexure-VI)	21-28
9	Special Terms & Conditions (Annexure-VII)	29-32
10	General Terms & conditions (Annexure VIII)	33-51
11	Security Deposit cum Performance Bank Guarantee (Annexure IX)	52-53
12	Proforma for Indemnity Bond (Annexure X)	54
13	Form of Contract (Annexure XI)	55-58
14	Certificate of Compliance (Annexure XII)	59
15	Schedule of Quantities & Rates (Annexure-XIII)	60-80
16	Undertaking on party's letter head (Annexure XIV)	81
17	Checklist for bidders (Annexure XV)	82-83
18	Bid Evaluation Criteria (Annexure XVI)	84
19	BID SECURITY (EMD) FORMAT (Annexure XVII)	85
	TOTAL SHEETS OF TENDER	85

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



Ramagundam Fertilizers and Chemicals Ltd. रामागुण्डम फर्टिलाइज़र्स एण्ड केमिकल्स लिमिटेड

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

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telengana Telephone: +91 8728 257488 E mail: rfcl.ramagundam@rfcl.co.in

CIN No. U24100DL2015PLC276753

Tender No.: RFCL /SITE-Tender/Civil/2021/08

Date: 20.01.2022

INSTRUCTIONS TO TENDERERS FOR E-TENDERING

1. Mode of Tendering:

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to award "ANNUAL RATE CONTRACT FOR MISCELLANEOUS CIVIL MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam" through e-tendering. The NIT will be posted on website https://rfcl.abcprocure.com from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e., www.rfcl.co.in.

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

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

a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD

1) Mr. H Sathish Kamath, GM (C)	2) Mr. A Bharath Kumar, Eng(C)
RFCL, Fertilizers City,	RFCL, Fertilizers City,
Ramagundam - 505210	Ramagundam - 505210
Mob No. 9900814067	Mob No. 9642828291
E mail: satishkamath@rfcl.co.in	E mail: abharath@rfcl.co.in

b) M/s. e-Procurement Technologies Limited

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

Office Hours:

Monday to Friday - 10:00AM to 07:30PM (IST)

1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST)

2nd and 4th Saturday - Holiday

2. (a) <u>Pre-Requisites for System using e-Procurement sites</u>:

- (b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on https://rfcl.abcprocure.com under download section prior registration and Participating in e-Tenders invited by RFCL.
- (c) For Quick Bidder Manual, you can refer this link https://youtu.be/-E5fiZVYnfg for Tender Submission OR download "Bidder Manual" from https://gender.com website OR Contact us.

(d) Pre-Requisites for DSC Registration:

4

- > The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
- Vendors need to procure DSC 24 hrs prior to Registration on https://rfcl.abcprocure.com.
- > It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. e-Procurement Technologies Ltd.
- > Respective DSC Drivers needs to be installed.
- > DSC needs to be physically inserted into the system.
- > DSC should appear in the Browser.
- > Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site https://rfcl.abcprocure.com, one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate. please inform the vendor administrator info@abcprocure.com, dsc@abcprocure.com, Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

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

- 4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
- 5. Corrigendum/amendment, if any, shall be notified on the site https://rfcl.abcprocure.com. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- 6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
- 7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (https://rfcl.abcprocure.com) and arrange to register themselves at the earliest
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (v) Once the entire process of submission of online bid is complete, they will get an automail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
- 8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date

/ time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.

- 9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
- 10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- 11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- 12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

13. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

Tender Schedule-

Sr. No.	Tender Stage	Date & Time
1.	Start Tender Document Download	20.01.2022 at 12:00 hrs.
2.	Pre-Bid Meeting	28.01.2022 at 15:00 hrs.
3.	End Tender Document Download	03.02.2022 at 15:00 hrs.
4.	Due/ last date of submission Bids	03.02.2022 at 15:30 hrs.
5.	Techno-commercial Bids Opening	03.02.2022 at 15:45 hrs.

6.	Price Bid Opening	To be intimated

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

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

15. Tender Opening:

The tenders will be opened electronically by us from our RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

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

18. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/ COURSE OF ACTION TO BE FOLLOWED

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.

16. Name & Address of Contact person:

H Sathish Kamath, General Manager (C), Ramagundam Fertilizers and Chemicals Ltd, Fertilizers City – 505210. Ramagundam (Mandal), Peddapalli (District), Telangana state, India.

17. GST Nos.

Unit	GST NO.		
Ramagundam, Telangana	36AAHCR2335P1ZY		

- 18. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender (Technical bid). The rates should be quoted both in figures and in words.
- 19. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.
- 20. The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

Note: No exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers / Service Providers and not to dealers or Agents) in this work contract. Submission of EMD is mandatory.

Thanking You For & On Behalf of Ramagundam Fertilizers and Chemicals Limited

(H Sathish Kamath) General Manager (C)



Ramagundam Fertilizers and Chemicals Ltd. रामागुण्डम फर्टिलाइज़र्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company of NFL, Elt. & FCIL)

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telengana Telephone: +91 8728 257488 E mail: rfcl.ramagundam@rfcl.co.in

CIN No. U24100DL2015PLC276753

Tender No.: RFCL /SITE-Tender/Civil/2021/08

Date: 20.01.2022

NOTICE INVITING TENDER

To,		
_		
Sub:	ANNUAL RATE CONTRACT FOR MISCE TOWNSHIP AREA, RFCL Ramagundan	LLANEOUS CIVIL MAINTENANCE WORKS AT FACTORY &
Dear	Sirs,	
Seale	ed Bids are invited for the work as detai	led below:
1.	Name of Work	"ANNUAL RATE CONTRACT FOR MISCELLANEOUS CIVIL MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam."
2.	Earnest Money Deposit and Tender Cost	Bidder to submit Earnest Money of Rs.100000.0(Rupees One Lakh Only) in the form of Crossed / A/c payee Demand Draft in favour of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam". Tender received without EMD are likely to be rejected. Tender Cost: Since this is an E-Tender only registration feed is required to be borne by the bidder.
		Earnest Money: Rs. 1,00,000.00(Rupees One Lakh only)
3.	Contract Validity	Twelve months from the date of notification for start of work by Engineer-In-Charge & extendable for three months at the discretion of RFCL.

- 4. Validity of the Tender
- 120 days from the Date of Opening of Tender.
- 5. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. G. M. (C), RFCL Site, Ramagundam at least 3 (Three) days prior to the closing date of the tender.
- 6. The rate should be quoted in the Units given in the Schedule of Rates.
- 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.
- 8. Procedure for Submission of Tender:

The Tender shall be submitted in Three Parts as under:

8.1 Step No. 1:

Will be 'Earnest Money' and shall contain Earnest Money Deposit as per Clause No. 3 and Tender fee as per Clause No 2 of the above.

8.2 Step No. 2:

Will be 'Techno Commercial bid (unpriced)' shall contain NIT duly signed, documents & all other declarations required as per Tender.

Documents as stated in Annexure-III for meeting the eligibility & evaluation criteria.

Duly Filled Performa's of Techno Commercial Bid.

Unpriced SOR Performa mentioning "quoted" in all pages with signature and stamp.

8.3 Step No. 3:

Will be 'Price Bid/Schedule of Rates' and shall contain the item wise rates only as per Schedule of Rates Performa.

All the procedure of filling the tender will be as on E Tender basis only.

8.4 RFCL's Site bank details:

EMD can be deposited in RFCL's account through RTGS/NEFT & details of the transaction with UTR No. to be submitted along with technical bid for verification. RFCL's site bank Details for RTGS/NEFT are as follows:

a) Beneficiary Name :

M/S RAMAGUNDAM FERTILIZERS AND

CHEMICALS LIMITED.

b) Name of bank

STATE BANK OF INDIA

c) Branch

FERTILIZER CITY, RAMAGUNDAM (61777)

d) Account Number

36727029257

e) IFSC No.

SBIN0061777

Alternatively, the bidder can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be received by RFCL within 3 working days from opening day of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

9. Opening of Tender:

The Tender shall be opened as under E tender process:

Step No. 1: Parties who have submitted the EMD amount will be opened first, on the scheduled date of opening of tender, Party those who failed to submit EMD will be rejected for tender opening.

Step No. 2: "Techno Commercial Bid (Unpriced)" shall then be opened of only those parties who have submitted the EMD.

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

- 10. 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
- 11. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.

- 12. Every communication by tenderers 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.
- 13. 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.
- 14. "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 bidder's 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.
- 15. 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.

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(H S Kamath)

General Manager (C)

E-mail: satishkamath@rfcl.co.in

Mob: 9900814067

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 RFCL" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, incorporated in India, having its corporate office at 3RD& 4THFloor, Mohta Building,4, Bhikaji Cama Place New Delhi-110066.
- 2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
- 3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
- 4. "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 Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
- 7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the RFCL, 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& Specifications as defined in Clause 6, 8 & 9 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-incharge when the works have been completed to his satisfaction.
- 14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the RFCL 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 ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
- 17. "GTCC" means General Terms & Conditions of Contract.
- 18. "Working Day" means a day other than a Sunday or a public holiday on which RFCL is open for business.
- 19. "Week" means a period of any consecutive seven days.
- 20. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.



ELIGIBILITY CRITERIA

Sl. No.	Conditions	Documents required (To be submitted along with Technical
1.	Bidder should be Contractor having executed at least 1(one) similar Civil Construction and/or maintenance works in Public and/or Private Sector establishments of heavy industries like Fertilizer/Chemicals/Oil & Gas/ Renewable or Non-renewable Power/Metallurgy/Mining during last 7(Seven) years.	i)Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Aadhaar / certificate issued by statutory authority/NSIC
	"Similar" means Civil & Structural Construction and/or Maintenance works involving Earthwork with Plain or Reinforced Cement Concrete Works/ Brick Masonry/ RCC Corrosion Protection Works/Public Health related/Sanitary works etc.	certificate or equivalent certificate. ii)In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in
	Note: "The last 7 years shall be counted from last date of the preceding month in which tender has been Issued."	addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry. iii)Authorization letter from the company
		on behalf of the person signing the document be provided with technical bid. iv)For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of
	RFCL	proprietorship in original duly notarized (Latest) v)For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted. vi)For Transport unions/Co-operative societies/Registered societies- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.
2.	Bidder should have successfully completed similar work(s) as defined above during immediate last 7 years as mentioned below: One work having value not less than ₹85,22,244/- (incl. GST) or Two works each having value not less than ₹53,26,403/- (incl. GST) or Three works each having value of not less than ₹42,61,122/- (incl. GST)	Copy of Work Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.
3.	The Annual turnover of the bidder shall not be less than ₹ 90,27,801.29 in at least one of the preceding three financial years from the date of issuance of enquiry. Note: In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 20-21, 19-20 & 18-19)
	1/4	

	financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only. In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not	* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5.	prepared and audited. The net worth of the bidders should be positive for the Financial year 2020-21 ending March'2021. *Networth = Paid up share capital+ Reserves Out of Profit (Including Security Premium) – Accumulated losses – Deferred Expenditure – Mis. Expenditure not written off. Bidder should have minimum working capital of ₹9,02,780.12 as par Audited Financial result of Financial Year 2020, 21	A Copy of Audited* Balance Sheet should be submitted in support of your claim. * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company). Copy of audited balance sheet for the Einensiel year 2020 21 anding 21st
	per Audited Financial result of Financial Year 2020-21 "Working capital should be current assets minus current liabilities.	Financial year 2020-21 ending 31st March'2021 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of ₹9,02,780.12 as on preceding month in which tender has been issued.
6.	 I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit. II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be on the Holiday list of RFCL. 	Self-certification(s) for both should be submitted on Party's letterhead for the same.

DECLARATION-FORM-I

DECLARATI	<u>UN-FURIVI-I</u>
	Date:
To,	
General Manager (C) Ramagundam Fertilizers& Chemical Ltd. Fertilizers City, Ramagundam (TS) District: Peddapalli (Telangana) Pin Code- 505210	
Dear Sir,	
I/We hereby submit tender for "ANNUAL I MAINTENANCE WORKS AT FACTORY & TOWN Ramagundam fertilizers & Chemicals Limited, Fert separately signed and accepted by me/us, and rate (Annexure-XIII) in accordance with Notice Inviting documents and papers as detailed in the tender of	WNSHIP AREA, RFCL Ramagundam" work at ilizer City, Ramagundam, Telangana, as per tender tes quoted by me/us in attached schedule of rates g Tender, terms and conditions of Tender, other
I/We hereby agree to abide by and fulfill all t Document/Work Order/LOA etc. and in default successors or its authorized nominees such su Conditions contained in the Tender Document.	thereof, to forfeit and pay to the RFCL or its
I/We confirm having deposited the Earnest McDemand Draft Nodatedin Limited payable at Ramagundam or through no	favour of Ramagundam Fertilizers and Chemicals
It is certified that Price Bid/Schedule of Rates i 'Schedule of Rates/Price bid' in Figures and Word	
If, I/we fail to start execution of the said contract fail to deposit the amount of security deposit spondam fertilizers & Chemicals Limited sha shall also be at liberty to cancel the notice of accomposit amount as aforesaid or to execute an agree document/perform the contract faithfully. Dated theday of2021	ecified in the Tender Document, I/We agree that Il forfeit the said Earnest Money. The said owner sceptance of tender if I/We fail to remit Security
	Signature of Tenderer with Seal Name
	&Address:
	E-Mail Address:
	Mobile/Telephone No

Annexure-IV

DECLARATION FORM-II

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

Sr.	Description			
1.	Name of Applicant/Firm/Company			
2.	Complete Address along with Contact Person name, mobile number and Email Id			
3.	Company Profile			
i)	Public Limited/Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention) (Please attach duly attested partnership) attested firm registration copy association and memorandum of is signing documents on behalf of	/Incorporatio association an	n certificat d power of	te, Articles of attorney who
				XV
4.	Year of Establishment & Registration No along with documentary proof if any		7/	1
5.	If a Bidder has relations whether by blood or otherwise with any of	YES / NO (If Yes, give the following details)		
	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	Name & Designation of the Employee	Place of Posting	Relation with the Employee
	Tender or rescind the Contract.			
6.	P.F. Registration No. of the Contractintimated along with Documentary thereof.			1
7.	PAN No. of the Contractor to be intwith Documentary Proof thereof.	timated along		
8.	Whether bidders are registered or as per GST Laws. If registered the federalls shall be provided-	-		

		I		
9.	GST Registration No. with Documentary Proof.			
10				
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.	As this is works contract provision of MSME for exemption of EMD and tender cost will not be applicable.		
13	ESI Registration No. of the Contract or to be intimated along with Documentary proof thereof.			
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise, it will be construed that the bidder is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.			
15	Labour License No. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format. The bidder shall submit undertaking regarding Labour License, as per the following format "In case this job is awarded to us i.e. M/s, we shall obtain Labour License from the appropriate Licensing			
	Authorities i.e Central / State Government, as applicable from time to time, under the Contract Labour (R &A) Act, 1970 &the rules enacted there under and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL, Ramagundam"			

If we fail to submit labour license before start of execution of work, we agree for forfeiture of EMD/SD and termination of Contract by RFCL"

Dated the _____day of _____2021

(Signature of Bidder with Seal)

Name: ______

Place:



E-Banking Mandate Form

<u> </u>					
PRINT ON LETTER HEAD OF THE CUSTOMER/VENDOR.					
Ref No		Date:			
	E-BANKING MANDATE FORM				
SL NO	PARTICULARS	DETAILS TO BE FILLED HERE			
amount o	due to me/us in the bank rs given above are correct	Optional ss Id Id Id Id Id Id Id			
no	y that M/s with r record.	SEAL & SIGNATURE of the Vendor/Customer has an account us and we confirm that the details given above are correct			
Bank Sta	mp:	Signature of authorized officer of the Bank			

I. SCOPE OF WORK & ASSOCIATED TERMS AND CONDITIONS

Scope of work includes but not limited to the following:

- 1. The scope of work consists of execution of all type of Civil & Structural Construction & Maintenance jobs in RFCL premises at Ramagundam. Any emergent work shall have to be executed by doing the work round the clock and / or after normal working time (General shift) for which nothing extra shall be payable to the contractor.
- 2. All types of Construction & Maintenance works under this contract shall be executed in the following areas/structures: -

a) FACTORY AREA: -

- All Plant & Non-Plant buildings, Pipe-racks, Technological Structures, Tank Farms, Pump Houses, Equipment Sheds, Equipment Foundations, Under-ground Liquid Retaining Sumps, Water Storage Reservoirs, Urea Storage Silo, Urea Prilling Tower and other miscellaneous structures/areas in Urea Plant, Ammonia Plant & Utilities-Offsite
- > Railway Platform & Shed
- Plant Compound Wall & Security Watch Towers, Underground Sewerage System, Process & Storm Water Drain Network.
- Under-ground Drinking Water Pipeline System.
- > Ash Pond Area inside the Plant.

b). TOWNSHIP AREA: -

- > All residential and public buildings.
- Township Sub-Station Buildings.
- ➤ Public Parks, Sports Stadium, Township Under-Ground Drinking Water Pipeline System, Sewerage System, Storm Water Drains.
- > Township Compound Wall.
- Any other areas inside RFCL Township Estate including ash pond area.
- > Areas of adjoining villages within a peripheral area of 5Km from RFCL Premises, for carrying out civil works as per RFCL requirement.
- 3. The contractor shall deploy 1(one) Degree Holder Civil Engineer with 3 years post qualification experience or 1(one) Diploma Holder Civil Supervisor with 6-year post qualification experience for supervising/coordinating the work, taking instructions from Engineer-In-Charge, reporting work-progress & maintaining pertinent billing and work related records etc. The Contractor shall submit resume/CVs of the Engineer/Supervisor he intends to deploy, along with copies of credentials for approval of RFCL. The Engineer/Supervisor so deployed after approval shall be empowered with proper power of attorney / Authority letter to act on behalf of the Contractor's firm for all work and bill related matters. The Engineer/Supervisor shall endeavor to be present on all working days and shall mark his presence in attendance register maintained by RFCL. In case of his absence from duties under normal circumstances for more than 3 working days in a month, penalty shall be levied @ ₹500 per working day from due payments of the Contractor, till resumption of duties by the Engineer/Supervisor. In case of absence due to medical reasons, Contractor shall inform the same to Engineer-In-Charge and shall endeavor to deploy replacement Engineer/Supervisor temporarily, within 10 days. Upon failure to deploy replacement within 10 days, penalty shall be levied @ ₹500 per working day from due payments of the Contractor, till re-deployment of Engineer/Supervisor. In case, no Engineer/Supervisor is present at site for more than 10 continuous working days, same shall be treated as non-performance at the Contractor's end. The quoted rates shall be deemed to include the above provisions.
- 4. In various items of scheduled of quantities (SOQ) wherever any item(s) are to be "Replaced" will mean that the contractor shall dismantle / remove the old existing / damaged fittings / fixtures of such items (before fixing the new ones) within the quoted / final agreed rates as per work order. However, any workable part of such dismantled / removed items such as nuts, bolts, washers, nails etc. may be reused in replacing the items without any extra charge.

- 5. For disposal of rubbish, in various items of scheduled of quantities (SOQ), wherever it has been mentioned "anywhere in / within RFCL complex / estate / area" it will mean that the disposal of rubbish is to be done to the pre-determined disposal yard located at different locations in factory and township within the quoted / final agreed rates as per work order.
- 6. The arrangements for all types of staging / scaffolding/approaches, to access the site for executing the work, shall have to be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order.
- 7. RFCL Plant is categorized as a hazardous factory and issuance of Safety work permits is mandatory for doing any job inside the plant process area. The contractor shall ensure that, until safety work permit is issued by RFCL, work will not be carried out.
- 8. The Contractor shall arrange necessary documents of their manpower and ensure compliance of formalities for making Gate passes to work in RFCL's premises as per RFCL Plant & Township Main Gate Security norms. The workmen, supervisors, Engineers are allowed to come in the plant area only with proper gate passes. RFCL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. RFCL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
- 9. All consumable, non-consumable materials to be brought inside plant/Township areas shall be entered with proper gate passes. The same shall also be entered in the register being maintained by security personnel at the factory's/Township Main Gate.
- 10. Ensuring availability of calibrated measuring instruments/tools for measurement & inspection purpose like Measuring tapes, Digital Weighing Machine, Auto-Level, Level Tube, Dumpy Level & Plumb Bob etc. shall be in the scope of Contractor.
- 11. The contractor shall provide pertinent PPEs (Personal Protective Equipment) like Safety Helmets, Safety Shoes, Safety Goggles, Face Shields, Dust Masks, Safety Belts, Hand Gloves, Gum boots, Earmuffs etc. based on nature of works being carried out by workmen deployed by him. The contractor shall ensure strict compliance of Safety norms laid down by RFCL or as intimated from time to time, during the currency of the Contract. However, all workmen shall be mandatorily provided with minimum 1 No. Safety Helmet (Yellow Colour) & 1 Pair of Safety Shoes, which they shall wear invariably while working inside the Plant. The helmet shall bear the initials/logo of the Contractor's firm and Blood Group of the person wearing the same. The quoted rates shall be deemed to be inclusive of these provisions. In case, Contractor fails to comply with above Safety norms, flat penalty @₹ 500 per incident of violation shall be levied from due payments of the Contractor.
- 12. The Contractor's Engineer/Supervisor shall maintain a close liaison with RFCL's Engineer In-Charge for reporting Daily Progress. The daily progress/works/activities shall be recorded in "**DAILY LOG BOOK**" to be maintained separately for both Plant & Township by the Contractor.
- 13. The watch and ward of Contractor's as well as Free Issue Material, if any shall be in the scope of the Contractor, at no extra cost to RFCL.
- 14. To & fro Local Travelling as may be required, Lodging and Boarding of their staff and workers from work site to their place of stay, shall be in the scope of the Contractor.
- 15. Suitable Medical facilities/Insurance for their staff &worker as per applicable statutory provisions, shall be in the scope of the Contractor.
- 16. Contractor shall endeavor to obtain necessary work permit in 2 days' advance in standard format of RFCL which includes Electrical/ Instrumentation / process clearance before taking up the Excavation/Dismantling work.
- 17. The Contractor shall submit the Computerized Running Account Bills as per the RFCL approved format.
- 18. Social distancing to be maintained as per central/state government time to time guidelines regarding COVID'19.
- 19. Timing of work will be general shift unless otherwise instructed by Engineer-in-charge.
- 20. The contractor shall make suitable arrangement and quote their rate accordingly so that the labour will be given weekly off, holiday and other statutory benefits like annual leave & retrenchment benefits.

- 21. The contractor shall maintain records and comply to all applicable statutory provisions with respect to wage payment, PF, ESI labour license etc. (if required) and any other documents as may be required as per relevant statues.
- 22. No minor, sick, old or medically unfit labour will be deployed for the work.
- 23. The contractor shall abide by all statutory rules and regulations of local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at RFCL-Ramagundam as applicable, at his own cost.
- 24. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, contract labour (regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by RFCL on this account.
- 25. RFCL has right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Engineer-In-Charge.
- 26. The price shall be firm and no variation in price shall be allowed on any account till execution of the complete work.
- 27. The Quoted rates/prices shall include all the cost of materials, labours, taxes duties/levies except GST and other incidental expenses to complete the work as per the specification of summary of works.

28. Philosophy of Maintenance in Township: -

a) Township Civil Maintenance Office: -

The Contractor shall set-up Office-cum-store at designated locations inside Township. In this regard, old unused building in township shall be allotted free of cost subject to availability, which can be developed as office-cum-store by the Contractor after refurbishing the same as per his requirement, at his own cost.

b) Complaint handling: -

Apart from carrying out routine/emergent maintenance works as instructed by Engineer-In-Charge, timely redressal of complaints made by Township residents shall also be in the scope of the Contractor. In order to maintain effective coordination, a "TOWNSHIP CIVIL COMPLAINT REGISTER" as per RFCL approved format shall be placed outside the Township Civil Maintenance Office by the Contractor. The register shall be placed and secured outside the office in such a fashion so that Township residents can register their complaints at any time of the day, even after working hours. Along with the register, Contact details of Engineer/Supervisor of the Contractor shall also be displayed outside the office.

c) Complaint categorization & timeline for redressal: -

The complaints registered shall be reviewed on a daily basis and brought to the notice of RFCL Engineer-In-Charge or his authorized representative. Based on review of complaints by RFCL, complaints shall be numbered and categorized as "**Emergent or Non-emergent**". The timeline for redressal of such Emergent/Non Emergent complaints shall be decided by Engineer-In-Charge or his authorized representative, based on involvement of manpower and availability of materials required, in each complaint. The nature & timeline for redressal of each complaint shall be conveyed to the Contractor on a daily basis and recorded separately in the Complaint Register.

d) Complaint redressal & close out: -

Upon receipt of nature and timeline for redressal of complaints, Contractor shall endeavor to coordinate with the complainant with assistance of Engineer-In-Charge or his authorized representative and seek convenient time for attending the complaint. After the complaint is attended to the satisfaction of resident, Contractor shall prepare "COMPLAINT CLOSE-OUT SLIP" as per RFCL approved format duly indicating the Complaint No., Quarter. No., Date & Nature of complaint, Date of redressal. The slip shall be got signed by complainant or any other resident of the quarter, failing which complaint shall not be considered as closed.

e) Recording of Work Details: -

The details regarding work executed along with materials supplied & installed against a particular complaint shall be recorded in the Township "DAILY LOG BOOK" along with Complaint No. for ease of measurement/certification.

f) Penalty for delay: -

Upon closure of each complaint, time taken for redressal shall be calculated based on date of redressal. In case of delay in redressal beyond the conveyed timeline for each complaint, a **flat penalty @ ₹800 per day of delay** shall be levied from due payments of the Contractor, only in case of **emergent** nature complaints.

In case there are delays for attending complaints which may not be attributable to the Contractor, same shall be considered on sole discretion of Engineer-In-Charge, subject to submission of request by the Contractor, justifying the reasons of delay.

The quoted rates shall be deemed to include the provisions for smooth execution of above philosophy.

29. Philosophy of Maintenance in Plant: -

The maintenance activities shall be carried out as per instructions of Engineer-In-Charge or his authorized representative. The instructions being issued from time to time shall be recorded by the Contractor in the "DAILY LOG BOOK" of plant. The requests for various types of works as may be received from other departments involving maintenance activities shall be categorized as "Emergent or Non-emergent" and shall also be recorded with timelines in the log book. The completion of maintenance activity shall be conveyed by the Contractor, same shall be verified by Engineer-In-Charge or his representative. In case of delays beyond conveyed timelines, same penalties as per Sr. No. 31 above shall be levied from due payments of the Contractor. In case there are delays for attending complaints which may not be attributable to the Contractor, same shall be considered on sole discretion of Engineer-In-Charge, subject to submission of request by the Contractor, justifying the reasons of delay.

The quoted rates shall be deemed to include the provisions for smooth execution of above philosophy.

30. In order to minimize the time frame for completion of routine/emergent maintenance or construction activities and to efficiently close out complaints, following matrix regarding maintaining minimum inventory of following materials & tools as well as consumables, shall be adhered to by the Contractor:-Inventory of Materials: -

Sl. No	Name of Material	Minimum Inventory to be maintained
1.	Bricks	500 Nos.
2.	Coarse Sand	6 cum
3.	Fine Sand	6 cum
4.	Cement	10 Bags
5.	Aggregates for RCC Works	5 cum.
6.	Aggregates for PCC Works	5 cum.
7.	Float Glass Panes of thickness as per SOR Item	3 sqm.
8.	Door Closers as per SOR Item	2 Nos.
9.	Floor Springs as per SOR Item	2 Nos
10.	Sliding Door Bolts of all sizes as per SOR Item	2 Nos. per size.
11.	GI Pipes 15mm/20mm/25mm/40mm/50mm as	5 Meter Length of Each size
	per SOR Item	
12.	GI Fittings of 15mm/20mm/25mm/40mm/50mm	3 Nos. of every fitting per size
	Extension Nipples/Tees/Bends/Unions	
13.	PVC Dummies 15mm	10 Nos.
14.	PVC Waste Pipes with required couplings	5m length
	32mm dia	
15.	PVC Connection Pipes with couplings 30cm/45cm	3 Nos. of each size
	(As per SOR Item)	
16.	Reinforcement Bars (10mm/12mm)	75kg of each of 10mm & 12mm
17.	Butt Hinges of all sizes as per SOR Item	2 Nos. per size.
18.	Wash Basin (As per SOR Item)	1 No.
19.	EWC(As per SOR Item)	1 No.
20.	EWC Lid with seat (As per SOR Item)	2 No.

21.	Health Faucet(As per SOR Item)	3 No.
22.	Gun Metal Valves of all sizes as per SOR Item	1 No. per size
23.	C.P Angle Valves as per SOR Item	5 Nos.
24.	C.P Bib Cocks as per SOR Item	5 Nos.
25.	H.P Float Valves as per SOR Item	15 Nos.
26.	Water Tank- 500 Liter Capacity	1 No.
27.	P1 Class RCC Pipe 150mm/250mm size	5m length per size

NOTE: -

- a) The above inventory shall be maintained by the Contractor at his store under his watch and ward, bulk items like Sand, Re-bars, Aggregates, Bricks etc. shall be stacked at designated location inside plant/township as per instruction of Engineer-In-Charge.
- b) The payment shall only be made after installation/usage of the said material in the relevant SOR Item, inventory shall be maintained to reduce time frame for completion of routine/emergent maintenance or construction activities. In case, installation of any item of the inventory is part of a composite SOR Item, nothing extra for the same shall be payable for its installation over and above the SOR Item.
- c) The inventory shall have to be maintained continuously for an initial period of 6 Months from the date of award of work. The inventory requirement shall be reviewed by RFCL after 6 Months based on consumption trend and shall be revised accordingly for the balance period of the Contract.
- d) The above inventory shall be subjected to random inspection by Engineer-In-Charge. In case, any shortfall is observed any of the listed items in the prescribed inventory during random inspection, an amount of ₹10,000(Ten Thousand Only) shall be with-held from due payments of the Contractor, till replenishment of the inventory to desired levels.
- e) At the time of closure of Contract, the balance and sound/defect free materials of the inventory, if any (except Sr. No. 1,2,3,4,5,6 & 16) shall be taken over by RFCL at rates which shall be derived at that time based on Basic Material Supply rates prescribed in DSR-2021.

The quoted rates shall be deemed to include the above provisions.

31. Apart from the above, Contractor shall have to ensure operational availability of certain tools and consumables as tabulated below for swift completion of maintenance activities and complaint handling.

Indicative Inventory of Tools & Sundry Consumables to be ensured: -

Sl. No	Name of Tools & Sundry Consumables	Inventory of Tools/Sundry Consumables
1.	Spades	5 Nos.
2.	Gumpa	10 Nos.
3.	200 Liter Water Barrel	1 No.
4.	1/2 inch Hose Pipe-20 meter with connector	1 No.
5.	Flexible Sewer Cleaning Rod(10m length)	1 No.
6.	White Cement	5kg
6.	M-Seal Putty	2kg
7.	Glass Fixing Putty	1kg
8.	Teflon Tape	3 Rolls
9.	Pipe Wrench	1 Nos.
10.	Slide Wrench	1 No.
11.	Needle Vibrators	2 Nos.
12.	Electric Drill Machine with drill bits of various sizes	1 No.
13.	Electric Grinding Machine with wheels	1 No.
12.	Vibratory Plate Compactor	1 No.
13.	Iron Earth Rammer (Dhurmus)	3 Nos.
14.	Aluminium Foldable "A" Type Ladder 10 Feet	1 No.
15.	Mortar mixing trays/Sheet	2 Nos.
16.	Gauge Boxes for proportioning of Sand/Aggregates	3 Nos.
17.	Tarpaulin Sheet of suitable size	1 No.
18.	Manual Pipe Threading Machine (Dye) for 15mm/20mm/25mm sizes	1 No.
19.	Wire Claw	3 No.
20.	Carborundum Stone with Handle	1 No.

NOTE: -

- The above inventory whenever deployed/utilized at site shall be kept at contractors store under his watch and ward.
- b) The quantities mentioned above are indicative and shall not be treated as a reason for not procuring/maintaining extra/other tools/consumables, that may be required in the opinion of Engineer-In-Charge, based on works entrusted to the Contractor.
- c) The Contractor's failure to maintain availability of the right type and number of tools/consumables befitting to the job, if reported/observed on more than 5 occasions shall be treated as non-performance on his part.
- d) Nothing extra shall be payable for ensuring availability of inventory of tools and consumables whenever required and their utilization in works executed under various SOR Items, quoted rates shall be deemed inclusive of above provisions.
- 32. The delivery/deployment of following materials and equipment shall have to be ensured by the Contractor as per the prescribed timeline indicated below, to attend pertinent emergent nature jobs timely, inside plant & township

Sl. No	Name of machinery/equipment/material	Mode of Supply/Deployment	Timelines for Delivery/ Deployment
1.	Electrical Demolition Hammer (For demolition/chipping work as per SOR)	Daily Basis	Required throughout the currency of Contract
2.	Pneumatic Demolition Hammer (As per pertinent SOR Item)	As & when required	2 Working Days
3.	Hydraulic Excavator (As per pertinent SOR Item)	As & when required	2 Working Days
4.	Tractor with Trolley (As per pertinent SOR Item	As & when required	2 Working Days
5.	Diesel/Electrical De-Watering Pump (As per pertinent SOR Item)	As & when required	2 Working Days
6.	Self-loading type Concrete Mixer for site mixing, conveying & pouring of Concrete.	As & when required	2 Working Days
7.	Injection Grouting Gun with Pump (For injection grouting work as per SOR)	As & when required	3 Working Days
8.	Electric Welding Machine with desired welding electrodes (Single Phase/3Phase) [As per pertinent SOR Item]	As & when required	2 Working Days
9.	Integral Water-proofing compound. (As per pertinent SOR Item)	As & when required	2 Working Days
10.	Epoxy Bonding Agent (As per pertinent SOR Item)	As & when required	2 Working Days
11.	Epoxy Injection Grout (As per pertinent SOR Item)	As & when required	3 Working Days
12.	Shrinkage Compensating Grout (As per pertinent SOR Item)	As & when required	2 Working Days
13.	Epoxy Paint (As per pertinent SOR Item)	As & when required	3 Working Days
14.	Bituminous Paint (As per pertinent SOR Item)	As & when required	2 Working Days.

NOTE: -

- a) The payment against the above items shall be processed in line with applicable SOR Items at the discretion of Engineer-In-Charge, based on the work executed.
- b) RFCL shall give written notice/instruction in "DAILY LOG BOOK" for details of requirement pertaining to material/machinery.
- c) The timelines are indicative and Contractor shall endeavour to deliver or deploy materials/machinery/equipment even earlier than the prescribed time frames.
- d) A flat penalty @ ₹500 per item per day shall be levied towards delay in delivery of item/deployment of machinery/equipment, beyond the prescribed timeline. In case there is delay beyond 10 working days, same shall be treated as non-performance on the part of the Contractor.
- e) The details working hours of equipment/machinery deployed on call basis shall be maintained in Equipment Supply Log Book.

33. The matrix appended below pertains to perennial and on call basis manpower deployment for routine/emergent maintenance/essential services of Plant & Township, same shall be ensured by the Contractor: -

Sl. No	Name of machinery/equipment	Mode of Deployment	Notice Period for Deployment	
1.	1 No. Plumber – Skilled	Daily Basis-Working Days Only (General Shift)	Required to be deployed throughout	
2.	1 No. Helper to Plumber-Unskilled	Daily basis- including Sunday & Holiday (General Shift)	the currency of Contract	
3.	1 st Valve Operator-Unskilled	Daily basis-including Sunday & Holiday (06.00 AM to 02.00PM)		
4.	2 nd Valve Operator-Unskilled	Daily basis-including Sunday & Holiday (02.00PM to 10.00PM)		
5.	Masons-Skilled	On call basis (General Shift)	2 Working Days	
6.	Carpenters cum Glazier-Skilled	On call basis (General Shift)	1 Working Day	
7.	Welders-Highly Skilled	On call basis (General/Other Shifts)	3 Working Days	
8.	Sewer Man-Unskilled	On call basis (General Shift)	1 Working Day	
9.	Helpers-Unskilled	On call basis (General/Other Shifts)	1 Working Day	

NOTE: -

- a) As mentioned above, the above deployment on Daily/On Call Basis is for routine/emergent maintenance works/essential services in RFCL Plant & Township. The payment for deployment of above manpower shall be processed as per pertinent SOR Items for Manpower Supply.
- b) The deployment of perennial manpower as per Sr. No. 2,3,4 of the above matrix, shall be done on cyclic replacement basis under strict adherence to applicable statutory provisions with respect to compulsory leaves of workmen. The bidder shall consider this provision while quoting their rates.
- c) While quoting their rates for manpower supply, bidder to consider provisions of holiday payments and other statutory benefits like annual leave & retrenchment benefits. The Contractor shall maintain records of attendance/wage payments and other pertinent records of perennial/on call basis manpower being deployed.
- d) The manpower being deployed under the above matrix, shall record their attendance in a register to be maintained by the Contractor. Both perennial & on call basis workmen shall report to Engineer-In-Charge or his authorized representative on all working days for taking work related instructions and mandatorily record the maintenance activities performed/work executed by them along with details of consumables/materials consumed in the "DAILY LOG BOOK".
- e) In case the any of the manpower to be deployed under Sr. No. 1,2,3,4 is <u>absent for more than</u> <u>5 continuous working days</u>, <u>flat penalty</u> @ ₹600 per person per day of absence shall be levied from payable dues of the Contractor. Further, in case of prolonged absence (more than 5 continuous working days) of any of workmen deployed under Sr. No. 1,2,3,4 due to any medical reasons, Contractor shall arrange to deploy suitable <u>replacement within 3 working days</u> to ensure minimum disruption to essential services, failing which it shall be treated as non-performance on part of the Contractor.
- f) RFCL shall give written notice/instruction in "DAILY LOG BOOK" for deployment of On-Call basis manpower. In case of delay in deployment of "On Call basis" Manpower beyond the notice period for deployment as indicated in the above matrix, <u>flat penalty @ ₹500 per person per day of delay</u> shall be levied from payable dues of the Contractor, till deployment of desired manpower. In case there is delay beyond 7 Working days, same shall be treated as non-performance on part of the Contractor.
- g) The timelines are indicative and Contractor shall endeavour to deploy On-Call basis manpower even earlier than the prescribed time frames.

- h) As per work exigency the Contractor shall have to deploy any number of skilled/unskilled Manpower on call basis inside factory/Township area, as per the instruction of Engineer-in-charge. Payment shall be made under pertinent SOR Item of Supply of Manpower.
- i) Under any emergency/ requirement, manpower can be shifted from the one location / site to another (Township and Factory Area) at the discretion of the Engineer-in-charge. No objection of the contractor shall be entertained.
- j) In addition to fixed/on call basis manpower, Contractor shall endeavor to maintain adequate manpower as per quantum of works being executed under various composite SOR Items so as to meet the timeline for each work entrusted to him. Nothing extra shall be payable for manpower that may have to be deployed based on quantum of work.

II. RFCL'S SCOPE:

- Old unused building in plant & township shall be allotted free of cost subject to availability, which can be used as office-cum-store by the Contractor after refurbishing the same as per his requirement, at his own cost.
- 2) Temporary LT power supply 3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability.
- 3) To provide necessary approval of drawings, work permits and isolations as and where required.
- 4) RFCL shall provide Water Supply at Single point near working areas subject to availability. However, Flexible Pipe Hose of required length & Connectors, Clamps etc. shall have to be arranged by the Contractor at his own cost.

III. TIME SCHEDULE:

- 1. Mobilization with Men and Equipment shall be done within 15 (Fifteen) days of start date of work mentioned in LOA.
 - For jobs of critical nature, separate time bound sub-work order will be issued by Engineer In-charge. The Contractor must adhere to such time schedule.
- 2. Extension of time to the extent the work has been held up will be granted by the Engineer In-charge on a request to be made by the Contractor before the expiry of the initial mutually agreed time schedule. The extension of time allowed by the Engineer In-charge will be final and binding. No extension of time shall be given for delay, if the cause of delay is attributable to the Contractor.

SPECIAL TERMS & CONDITIONS OF CONTRACT

- Apart from the SOR Items covered in this Contract, RFCL reserves the right to get any other items of CPWD Schedule of Rates 2021, executed by the Contractor depending on the requirement. The payment for such items shall be processed based on rates derived from CPWD Schedule of Rates 2021. The contractor while quoting their rates must consider that, any item of CPWD Schedule of Rates be it Material Supply or composite items involving both material and manpower, may be got executed under this Contract.
- 2. RFCL also reserves the right to get any Extra Items executed which are not covered in SOR or CPWD Schedule of Rates. The rates for such Extra Items shall be derived based on market rates and analysis procedure laid down in CPWD Analysis of Rates 2021 if available.
- 3. RFCL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms, and conditions, as per the work order, for execution of the same and the contractor shall have to execute the same work as a separate work.
- 4. The sampling/testing of various Construction materials and Concrete/other works shall have to be carried out as per instructions of Engineer-In-Charge from time to time. The testing shall be carried based on pertinent provisions of BIS/CPWD Specifications, wherever applicable. The Contractor shall maintain/arrange required calibrated testing equipment at his own cost. The quoted rates shall be deemed to be inclusive of this provision.
- 5. RFCL does not guarantee any quantum of work to be executed.
- 6. The work is to be executed at various heights, depths and levels as defined in SOR Items and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned / applicable.
- 7. Nothing extra for adverse sub soil condition.

There may be variation in nature of sub soil both horizontally and vertically. The contractor shall have to take necessary precaution during work against any happening like collapsing of earth etc. or any slip / settlement will have to be made good by the contractor at his own cost.

- 8. Contractor shall maintain a small Office-cum-Store in plant & township where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. RFCL will give space for store/site office and the contractor has to construct necessary temporary structures of his own, if required, but contractor will have to vacate the land at the expiry of contract period failing which dues shall not be released.
- 9. Even though Schedule of Quantities has been provided, but the agency shall quote % above or below RFCL Estimated rates. Item-wise Discount/ Premium is not permitted. Further, quoting below/less than "-15%" of RFCL estimated rates is not allowed. If a bidder quotes Item-wise discount or premium or the discount offered by the bidder is more than 15%, his bid shall be treated as non-responsive and shall be outrightly rejected.
- 10. The agency will work in such a manner, which will not disturb the office environment. Certain jobs shall be carried out at the convenience of RFCL, which can only be executed after office hours and/or on holidays. To carry out these works, agency shall deploy workers at such convenient timings only. Nothing extra shall be payable on account of odd hours of working and/or waiting time for availability of site for work.
- 11. Contractor shall not employ in connection with the work, any person who has not completed Eighteen (18) years of age and not more than 60 years of age.
- 12. The contractor should note that certain quantum of work involved is of maintenance nature and pertains to occupied buildings/structures. He shall have to bear the delay on account of various activities and unavoidable delays for which no claim whatsoever in respect of idle labour and loss will be entertained and nothing extra shall be paid for the same.

- 13. If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer In charge shall be final and binding on the contractor.
- 14. The nature of the job is such that contractor will be required to work even on Sundays and paid holidays, therefore, he will have to ensure the deployment of the requisite manpower on these days by staggering their weekly off day. Nothing extra shall be paid on this account.

15. SPECIFICATIONS OF CIVIL WORK: -

The specification for workmanship and various Schedule Items shall be executed as described in the Central Public Works Department Schedule of Rates & "Specifications for Civil- Vol I & Vol II "2019 including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.

The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS / IRC specifications shall be referred.

In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

16. GTCC clause no. 1.51.0 stands modified to the following extent:

In case contractor fails to submit the supporting documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 5% of the billed amount or the actual whichever is higher may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment, etc. by the contractor. In case the same falls short then appropriate amount to be calculated and withheld. Further wherever contractor fails to pay the wages to its workers, RFCL reserves the rights to pay the wages to the contractor's worker directly on behalf of the contractor after deducting the payments out of bills/dues payable to the contractors. However, in such cases, 25% will be recoverable extra on account of administrative expenses on and above the amount paid by RFCL.

- 17. In Clause no. 1.2.0 of GTCC service air shall not be provided by RFCL.
- 18. GTCC Clause no. 1.34.0, 1.9.0(vi) stands deleted.
- 19. Replace GTCC Clause no. 1.27.0(a), 1.27.0(b), 1.27.0(c) with following clauses
 - a. The Security Deposit together with EMD/Initial Security Deposit shall be 3% of the Awarded Contract value OR 3% of Estimated Contract Value indicated in SOR, whichever is higher.
 - b. In case of work awarded, Initial Security Deposit (ISD) shall be 3% of the Awarded Contract value OR 3% of Estimated Contract Value indicated in SOR, whichever is higher. The same shall have to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can also be adjusted against Initial Security Deposit.
 - 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 % of the Awarded Contract value OR 3% of Estimated Contract Value indicated in SOR, whichever is higher with validity 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 IX).**
- 20. GTCC clause no. 1.22.0 (a) & 1.22.0 (b) is modified as:

The contract period is 12 months from the start date mentioned in Letter of Award to the contractor.

Extension of time to the extent the work has been held up will be granted by the Engineer In-charge on a request to be made by the Contractor before the expiry of the initial mutually agreed time schedule. The extension of time allowed by the Engineer In-charge will be final and binding. The extension of contract

can be given on the same rates, terms & conditions, however, PRS shall be levied for the extension of time granted for the reasons attributable to the contractor.

Further, if RFCL desires, may extend the contract for a period of three months on the same rates, terms & conditions as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

- 21. RFCL may ask any documents if seems necessary like income tax returns, Form 26AS etc. while evaluating tender.
- 22. GTCC clause no. 1.39.0 stands modified as below:

Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute's) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or. liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

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

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

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

It is also agreed by and between the parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.

- 23. The term "10% security deposit" mentioned in clause no. 1.30.0(a) of GTCC is replaced with "3% Initial Security Deposit".
- 24. GTCC clause no. 1.30.0 (c) (ii) shall be read as "Escalation/de-escalation will only be given in case of SOR for supply of Manpower only as per the percent (%) above or below of Schedule of Rates as quoted by the bidder.
- 25. GTCC Clause no. 1.8.0 (a), 1.8.0(b) and 1.8.0(c) is replaced with following:

Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lakh Only). The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be received by RFCL within 3 working days from

opening day of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

The details of the transaction with UTR No to be submitted along with technical bid for verification. RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name: Ramagundam Fertilizers and Chemicals Limited

Bank name : State Bank of India Branch Name : RFCL BRANCH (61777)

Bank A/c no. : 36727029257 IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

Tenders without earnest money deposit shall be summarily rejected.

<u>Note:</u> Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to **satishkamath@rfcl.co.in and abharath@rfcl.co.in**.

26. **Validity of Contract**: Contract shall be valid for One year from the date mentioned in Letter of Acceptance for the start of work. LOI / Work Order shall be issued but effective date for start of Contract shall be from the date of Notification from Engineer-in-Charge for the start of work.

Contractor shall Mobilize at site within 10 (Ten) days of notification for actual date of start of contract. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.

- 27. The instant Contract being a works contract benefits to MSME towards, waiver of EMD and other Provision of MSME shall not be applicable.
- 28. In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers" (Regulation of Employment and Conditions of Service Act, 1996, hereinafter referred to as the "RE &CS") came into force. The RE&CS Act is applicable in respect of building and other construction work.
- 29. Wherever applicable, the Contractor/ Successful bidder shall strictly comply with the provisions pertaining to Building & other construction workers (Regulation of Employment & Conditions of Services) Act and Rules", "BOCW (RE & CS) Welfare Cess Rules.
- 30. The Contractor/ Successful bidder must be registered under the "Building & other construction workers (Regulation of Employment & Conditions of Services) Act,1996" or in case of non-registration; contractor shall obtain registration within one month of the award of the contract.
- 31. The Contractor shall comply with the Building and Other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- 32. Cess as per the prevailing rate (at present 1%), shall be deducted at source from bills of the Contractor by RFCL and remitted to the "Secretary & C.E.O, Telangana Building and Other Construction Workers Welfare Board". The Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.
- 33. Contractor shall also ensure to arrange registration for workers under BOCW Act.

General Terms and Conditions of Contract

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.

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

- 1.3.0 Accommodation and Land for Contractor's Godown/Workshop:
- 1.3.1 Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.
- 1.3.2 RFCL may allocate land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.
 - 1.3.2.1 The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site
 - 1.3.2.2 On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE.
 - 1.3.2.3 If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.
 - 1.3.2.4 RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.
 - 1.3.2.5 No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.
 - 1.3.2.6 Land for Residential Accommodation: No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR

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

1.8.0 Earnest Money Deposit:

- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "Ramagundam Fertilizers and Chemicals Limited," payable atRamagundam. 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, RFCLwill 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 indemnifiesRFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

c) Insurance Cover for Workmen:

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

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker. Photocopy of this Insurance policy is required to be submitted by the Contractor to RFCL immediately after the issue of LOA but before the start of the work. Payment against the work done will not be released to the Contractor until and unless photocopy of the Insurance policy is submitted to the RFCL.

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

- i. Workmen's Compensation Insurance (WCI): This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.
- ii. **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.
- iii. **Third Party Liability Insurance (TPL):**This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
- iv. **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, or bodily injury to loss of life of and/or property damage of any person or party.
- v. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS

- Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.
- 1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or The kedars 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 IX**).
- d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
- h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
- i. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 Period of liability (Defect Liability Period):

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

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

vi. Any other document if required as per NIT.

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

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

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

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

d. Final Certificate:

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

1.30.0 Terms of Payment:

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

C. Escalation in Rates:

- i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.
- ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.
- iii. The escalation/de-escalation in wages, if any will be reimbursed as per following: 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 Rat (Rs./day)	eNew rate(Rs./d ay)	Difference(R s./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	Α	В	С	D=C-B	E=D/B	F	G=E*F
2	Skilled	*522	*527	5	0.0096	5	0.0479
	Semi-						
3	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 fac	•	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:

- i. 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.
- ii. No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL
- iii. Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.
- iv. Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

e. Raising of Invoice/Bill:

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

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

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

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

f. Debit notes and credit notes:

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

g. Uploading of Taxable Invoices:

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

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

1.31.0 Preservation of Free Issue Material:

All materials issued to the Contractor by RFCL shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses suffered on account of noncompliance 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
Α	STRUCTURE	2.5 %
В	PIPE	3.0 %

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

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

1.35.0 Material Transportation:

The Contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary

stores/work sites, RFCL may indicate an area at its own discretion for putting up of a temporary hut/shed.

1.36.0 Price Reduction Schedule:

It shall be obligation on the Contractor to adhere strictly to the time schedule as stipulated in Letter of Acceptance/Work order. In the event of work is not completed according to the time schedule, then, unless such failure is due to Force Majeure as defined in Clause 1.23.0 here above or due to RFCL's defaults, then the total contract price shall be reduced by 1 % (One Percent) of the total value of work for every day of delay or part thereof, subject to a ceiling of 10 % of the total value of work, by way of reduction in price for delay and not as penalty. The invoice raised shall take into account the above price reduction, if applicable and payment shall be released for reduced value only. If the Contractor does not raise invoice for reduced value, then the Contractor shall issue a credit note equivalent to the price reduction amount." The decision of Engineer-in-Charge with regard to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

1.37.0 Engineer-In-Charge:

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

1.38.0 Jurisdiction:

For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Peddapalli (Telangana state) generally where the contract is being executed, and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/Telangana state.

1.39.0 Conciliation & Arbitration:

Except where otherwise provided in the contract all matters, 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-XI).

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:

lf the contract is terminated RFCL for the reason detailed under above clause 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-fulfillment 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 fulfillment 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 resisters 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-X) 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:

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

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

1.59.0 Priority of documents:

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

- a. The Contract Agreement and its Appendices
- b. The Letter of Acceptance/Work Order;

- c. Special Terms and Conditions of Contract (STCC);
- d. General Terms and Conditions of Contract (GTCC);
- e. Instruction to Bidder or letter Inviting bid
- f. Any other document forming part of the Contract.
- 1.60.0 Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

1.61.0 PROHIBITION OF CHILD LABOUR:

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

1.62.0 Corporate Governance Certificate about Compliance of all Labour Laws: Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that theContractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contact 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 "XII"). 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.

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

Т	his	BANK	GUARA	ANTEE	No.							ma	de this	s (day	
0	f					_ betwee	en					a ba	nk inc	orpo	orated	and
						+o +bo 6										
	•			•	_	to the operation to the total the to							_			
			_			er Compa										
			_			i Cama P					_	_				
to	o the	e meani	ing there	eof inclu	ıde its	successo	ors and a	assign	s on t	he ot	her _l	oart.				
						he agre										
						een RAI										
			called		K and There	inafter	called	CONT	RACT	OR)	_ a whi	Com	pany xnress	incc ion	shall	unles
						ary to the							•			
SI	uppl	ly of			1.	6	as envis	aged	in the	Con	tract	, Con	tracto	r has	s to su	ıbmit a
S						Bank G										
h						rees to f illment c									(Guar	antees
			NO	W THIS	DEED	WITNESS	SES AS F	OLLO'	WS:					W		
a	ny d luara	case, ho antee is	owever i limited	the Bar to Rs	nk's re	e been ol sponsibil he Bank	lity und	er thi 	is Sec	urity	Dep	osit-c	um-Pe	erfor	mance	e Bank
	th	at the	BANK is	holdin	g the	amount	of Rs			7						at
						promises										
	Ov	wner's \	written ı	notice s	tating	that the	contrac	tor h	as fail	ed to	fulf	ll its	obliga	tion	s unde	er the
						ontracto							ŭ			
						nout aski										
							•	•								•
			•	er or no	ot, the	entire an	nount o	r tne	portic	n tne	ereor	as m	ention	iea r	oy Owi	ner in
	th	e notice	e.													
2.	Th	nis Secu	rity Dep	osit-cui	m-Perf	ormance	Bank (Guara	ntee :	shall	be v	alid fo	or an	initia	al peri	od of
	`					months	from	th	e d	ate	of	this	Bar	nk	Guara	antee
	No					ed			giver	n by	the	Bank	c to (Own	er be	come
						mont										
						ng to ter								_		
		•				ull and v			••		- ,	- 21-			- · · · · · ·	

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 upto 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.
	bank shan be reneved and disentinged from all the habilities frenediction.
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 thisday of2019
	Hadisən aha Nama afaha Basil - 1915 sasas A
	(Indicate the Name of the Bank with stamp)

Annexure-X

Proforma for Indemnity Bond

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

(ve as proposed stream, proposed stream,
This DEED OF INDEMNITY made between M/s
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.
NOWTHIS DEED WITNESSETH AS FOLLOWS
 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. 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 in
 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 positioners of the Contractor or its employees are expent and for hy reasons of breach by the
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
Dated:

Annexure-XI

FORM OF CONTRACT

(To be prepared on Non-Judicial Stamp paper of Rs.200)

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the day of BETWEE	EΝ
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the India	an
Companies Act 2013, having its registered office at 3 rd and 4 th floor, Mohta Building, 4, Bhikaji Can	na
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 (hereinafter referred to as the "Contractor" which expression shall include his/their executors, representatives and permitted					
	carrying	on	business	in	sole
proprietor/partnership/company etc. under th	e name and st	yle of			
, having its office at			(hereina	fter refe	rred to
as the "Contractor" which expression shall inclu	ıde his/their ex	ecutors,	representative	s and per	mitted
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-A.

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 (Dispute's) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or. liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

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

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

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

It is also agreed by and between the parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.

IN WITNESS WHEREOF the parties hereto executed this contract on ----the day of ------, 2021 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.

Certificate of Compliance Of Statutory Provisions of Labour Laws

	as mentioned below have been complied with towards the Contract for
Award	led to M/s
having	g Work Order No
dated	for which RA bill No has already been submitted fo
Rs	against which payment has been made on (date)i
& Oth	nce of Authorised Officer of Executing /HR department and is as per Minimum Wages Act, Bonu ers and no complaint has been lodged till date by any labour of the above contractor who ha ages for the month of
EPF a	nd ESI Contributions for the above referred month have been deposited in r/o manpowe
	/ed as mentioned at SI. No to of Wage Payment Register.
1.	-B
2.	Employee's Provident Fund & Miscellaneous Provision Act-1952.
3.	
4.	Any other Labour Law formed by State/ Central Government from time to time and relevant to the above contract.
	(Signature of Contractor with Seal)
	Authorised Signatory
	Signature & Seal
	(Executing Department)

Verified by

Authorised Signatory Signature & Seal (HR Department, RFCL)

Encl: Supporting Documents

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
	SUB HEAD "A" : EARTH WORK				
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
а	All kinds of soil	Cu.M.	300.00	180.14	54042.09
b	Ordinary rock	Cu.M.	10.00	362.08	3620.78
2	Supplying & filling in areas, foundation trenches, plinths, sides of foundations etc. and consolidating the same by ramming and watering complete, using:				
а	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	Cu.M.	120.00	222.67	26719.86
b	Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc. complete.	Cu.M.	58.50	323.24	18909.27
С	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete as per instruction of Engineer-In-Charge.	Cu.M.	70.00	1894.96	132647.08
3	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 50m and upto 1km	Cu.M.	50.00	158.18	7908.81
4	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 1km and upto 2km	Cu.M.	50.00	178.85	8942.57
5	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 2km and upto 3km	Cu.M.	50.00	199.31	9965.37
6	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge:	Sq.M.	1000.00	93.82	93818.50
7	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	a) All kinds of soil.	Cu M.	500.00	251.51	125756.25
	TOTAL OF SUB-HEAD - "A"				482330.58

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
	SUB HEAD-"B": CONCRETE / MASONRY / FLOORING / PLASTER /WATER PROOFING WORK				
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level				
а	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cu.M.	30.00	5546.73	166402.02
b	1:2:4 (1 cement: 2 coarse sand(karera sand) : 4 graded stone aggregate 20 mm nominal size).	Cu.M.	50.00	6457.83	322891.28
2	Reinforced cement concrete work in suspended floors, walls,pavements, foundations, landings and balconies upto floor three level excluding cost of centering shuttering and reinforcement with 1:2:4 (1 cement : 2 coarse sand (karera): 4 graded stone aggregate 20 mm nominal size).		50.00	6966.81	348340.64
3	Centering and shuttering including strutting, propping etc.and removal of form for:				
а	Foundations, footings, bases of columns etc. or mass concrete and precast shelves.	Sq.M.	200.00	270.01	54002.63
b	Suspended floors, roofs, landings balconies and access platforms.	Sq.M.	60.00	672.12	40327.05
С	Shelves.(Cast in situ)	Sq.M.	50.00	672.12	33605.87
d	Lintels, beams, plinth beams,girders,bressumers and cantilevers.	Sq.M.	30.00	533.41	16002.19
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete using TMT bars (FE 500D) or more both above and below plinth level.	Kg.	3000.00	78.61	235817.62
5	Supply of Water proofing materials	Kg.	100.00	35.35	3535.00
6	Providing and laying Brick Masonry with bricks of class 5.0 in cement mortar 1:6 in one or more brick thickness and in any shape(excluding circular/curved brick masonry) at all depths below plinth lelvel including the cost of materials, labour, scaffolding/staging,sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, finishing the joints flushbelowground level and raking out the jonts above ground level, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor.	Cu.M.	30.00	6158.47	184754.04

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
7	Providing and laying Brick Masonry with bricks of class 5.0 in cement mortar 1:6 in one or more brick thickness and in any shape(excluding circular/curved brick masonry) at all heights above plinth lelvel including the cost of materials, labour, scaffolding/staging,sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, finishing the joints flushbelowground level and raking out the jonts above ground level, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor.	Cu.M.	70.00	6685.45	467981.57
8	Providing and laying Half Brick Masonry with bricks of class 5.0 in cement mortar 1:4 in any shape including the cost of materials, labour, scaffolding/staging,sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, raking out the jonts, supplying and placing 2nos 6mm dia. MS Bars at every fourth course, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor.	Sq.M.	100.00	768.78	76877.52
9	Random Rubble Masonry with hard stone in foundation & plinth including levelling up with cement concrete 1:6:12 (1 cement: 6coarse sand: 12 graded stone aggregate 20 mm nominal size) at plinth level with cement mortar 1:6 (1 cement: 6 coarse sand).	Cu M	25.00	5833.80	145845.02
10	Cement concrete flooring with cement concrete 1:2:4(1 cement: 2 coarse (karera) sand: 4 graded stone aggregate 20/12.5 mm nominal size) finished with a floating coat of neat cement including cement slurry, rounding off edges and providing glass strips in joints etc. wherever required complete:				
а	40 mm thick with 20 mm nominal size stone aggregate.	Sq.M.	115.00	477.86	54953.97
11	Providing and laying rectified Glazed Ceramic floor tiles of size 300x300 mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS: 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick Cement Mortar 1:4 (1 Cement: 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including pointing the joints with white cement and matching pigments etc., complete.	Sq.M.	30.00	1074.18	32225.34
12	Providing and laying rectified Glazed Ceramic floor tiles of size 300x300mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS: 15622, of approved make, in colours White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement: 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete.	SQM	10.00	1002.02	10020.17
13	Kota stone flooring with 25 mm thick Kota stone of approved quality over 20 mm thick cement mortar 1:4(1 cement : 4 coarsesand) base and jointed with cement slurry including providing and mixing pigments wherever required, rubbing, polishing etc. complete.		5.00	1496.36	7481.81

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
14	Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete	SQM	5.00	1787.42	8937.09
15	Providing and applying coment plactor 1:4 (1 coment: 4 fine cond)				
a	Providing and applying cement plaster 1:4 (1 cement: 4 fine sand) 12 mm thick.	Sq.M.	500.00	258.53	129263.48
b	15 mm thick.	Sq.M.	250.00	297.85	74462.95
16	Repair of plaster in patches of area 2.5 sq.m. and under including cutting the patch in proper shape and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground as per directions of Engineer-in-Charge using cement mortar 1:4 (1cement : 4 fine sand).	Sq.M.	150.00	405.35	60802.28
17	Supply of MS Wire mesh(Rabbit)	Sq.M.	25.00	42.42	1060.50
17	Supply of MS Wife mesh(Kabbit)	Sq.ivi.	25.00	42.42	1060.50
18	Grading roof for water proofing treatment with				
а	Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	Cu.M.	5.00	6585.49	32927.44
19	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge				
а	25mm avg thickness	Sq.M.	50.00	91.71	4585.71
20	Pointing on stone work with cement mortar 1:3 (1 cement : 3 fine sand) :				
а	Flush/ Ruled pointing	Sq.M.	15.00	280.01	4200.13
b	Raised and cut pointing	Sq.M.	10.00	508.77	5087.68
21	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge.				
а	60mm thick cement concrete paver block of M-35 grade with approved colour, design & pattern.	Sq.M.	100.00	817.49	81749.23
22	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	sqm	100.00	720.69	72069.27

	meroki w rownomi nkin, ki		<u> </u>		
Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
23.1 a	Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Double charge vitrified tile polished finish of size Size of Tile 600x600 mm	Sq.M.	50.00	1128.10	56405.09
b	Size of Tile 800x800 mm	Sq.M.	50.00	1203.68	60184.13
24	Supplying and applying bituminous solution primer on roof and / or wall surface at 0.24 litre per sqm.	sqm	25.00	44.06	1101.49
25	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete				
а	Steel Work	sqm	20.00	176.85	3537.05
b	Concrete Work	sqm	20.00	173.96	3479.18
	Providing and laying 4mm thick A.P.P (atactic polypropelene) modified reinforced bituminous waterproofing membrane over terrace and parapet including cleaning and preperation of the surface consisting of making good all the cracks and damages, filling potholes/ depressions, removing weak foam concrete/ plaster and refilling with same wherever required thus preparing smooth surface of the terrace; providing and applying one coat of cold applied bitumen based primer @ 0.2 to 0.4 litre per sq. mtr.; laying the membrane by torch welding over primer, providing 100mm overlaps and appropriately pressing the membrane to remove any entrapped air, including fixing on parapet after providing 10mm x 20mm continuous groove in parapet for terminating the membrane and filling the groove with polyurethane sealant and continuing this treatment at rain water outlet points; providing finishing protective layer of 35 mm thk. P.C.C. (1:2:4) in panels of maximum size 1200mm x 1200mm chequered finish with 24 SWG chicken wiremesh interposed in between finished smooth with joints between panels sealed with suitable polyurethane sealant; providing fillets of 75 mm radius with P.C.C. (1:2:4) at junctions of horizontal and vertical surfaces finished smooth; providing 450mm x 450mm khuras (rain water collecting pits) in 1:2:4 cement concrete at all outlets, levelled down by min. 25mm, finishing, curing etc. all complete as per approved manufacturer's standard specifications and recommendations.	sq.m	50.00	1080.00	54000.00
27	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.				
а	Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make	sqm	100.00	342.35	34234.98
28	Cement grouting with addition of shrinkage compensating admixture	kg	100.00	95.06	9506.36

14 .			<u> </u>		
Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
29	Providing and applying approved self-levelling epoxy phenolic screeding system on floor consisting of: Impregnation of prepared concrete surface with polymethyl methacrylate monomer (viscosity 5 cps), brush applied @ 0.25kg/sqm.Solvent free bonding epoxy agent (bond strength- min. 3N/mmsq) over prepared impregnated surface. self-levelling cementitious screed avg. 40mm thick, proportion 1 cement : 1 sand : 0.5 down aggregate (8mm) by weight, with additives like micro silica, shrinkage compensating admixture, polymers, super plasticizers, water cement ratio maximum 0.4, compressive strength 37.5 N/mmsq after 28 days over bonding agent. Self-levelling epoxy phenolic IPN (inter penetrating polymer network) screed (min. 3mm thick, solvent free resin in proportion of 1 resin hardener mix : 2 sharp silica sand 600 micron down) over cementitious screed using special fork type leveller tool including preparation of base with hand wire brushes or rotary brushes etc. and removing all the dust, dirt etc. complete. All material, labour, tools, mixing, laying, tamping, levelling, curing, finishing etc. all complete as per approved manufacturers and direction of engineer -incharge.	sqm	50.00	2775.00	138750.00
30	Providing & Laying Acid-Proof Bricks (64mm thick) in the following sequence: Preparing the surface (for receiving bonding coat coatings, impregnations etc.) with hand wire brushes or rotary wire brushes etc and removing all the dust, dirt etc completely. Providing impregnation into prepared concrete surface and seal all the pores with a very low viscosity (3-5 cps) monomer, to be applied by brush with a consumption of minimum 0.5 kg/m2 in two operations consuming 0.25 kg/m2 per coat. Providing & applying Epoxy based structural Bonding agent between old & new concrete to concrete surface at a consumption rate of 2.5 sq.m/kg as per application procedure of manufacturer. Providing and applying trowellable epoxy phenolic screed 20 mm thick using IPN resin in proportion of 1 part mixed resin (resin and hardner together) to 4 parts of sharp silica sand 2.36 mm down on tacky bonding agent done earlier, using special fork type leveller tool and floats and allowing the screed to cure for 48 hours. There after, apply tile bedding mortar 5 mm thk using epoxy phenolic IPN resin in proportion of 1 part mixed resin (resin and hardner together) to 3 parts of sharp silica sand 600 micron down and lay acid proof bricks of size 200mmx114mmx64mm thick Class 1 tiles conforming to IS:4860, with a maximum gap of 5mm between tiles including sealing the joints using epoxy phenolic IPN resin in proportion of 1 part mixed resin (resin and hardner together) to 1 parts of sharp silica sand 300 micron down with required pointing of joints, finishing, curing, testing including supply of all materials etc. complete as per drawings specifications and directions of Engineer-incharge. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE.	SQM	15.00	3200.00	48000.00

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
31	Providing & Laying Acid-Proof Bricks (38mm thick) in the following sequence: Preparing the surface (for receiving bonding coat coatings, impregnations, etc) with hand wire brushes or rotary wire brushes etc and removing all the dust, dirt etc completely. Providing impregnation into prepared concrete surface and seal all the pores with a very low viscosity (3-5 cps) monomer, to be applied by brush with a consumption of minimum 0.5 kg/m2 in two operations consuming 0.25 kg/m2 per coat. Providing and applying Epoxy based structural Bonding agent between old and new concrete to concrete surface at an consumption rate of 2.5 Sqm/kg as per application procedure of manufacturer. Providing and applying 12mm thick anti acid potassium silicate base mortar confirming to IS:4832 and laying acid-proof lining 250mmx115mmx38mm thick Class 1 bricks conforming to IS:4860, with a maximum gap of 5mm between tiles including sealing the joint with furan resin mortar with required pointing of joints, finishing, curing, testing including supply of all materials etc. complete as per drawings specifications and directions of Engineer-in-charge. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE.	SQM	15.00	1900.00	28500.00
32	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in Charge.				
	(The payment shall be made on the basis of actual weight of approved grout injected.)				
а	Stirrer mixed Acrylic Polymer of approved make @ 2% of weight of cement used) modified Cement slurry made with non shrink compound in concrete/RCC work	kg	20.00	90.18	1803.59
b	Stirrer mixed SBR Polymer (of approved make) modified Cement slurry made with Shrinkage Compensating Cement in concrete/RCC work	kg	10.00	93.56	935.55
С	Epoxy injection grout in concrete/RCC work of approved make	kg	10.00	695.53	6955.28
33	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge.				
a	Bars upto 12 mm diameter	metre	100.00	5.83	583.08
b	Bars above 12 mm diameter	metre	100.00	11.71	1170.54
	TOTAL OF SUB-HEAD - "B"				2958953.81
	SUB HEAD - "C": WOOD WORK				
1	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. Fixed to openings /wooden frames with rawl plugs screws etc.		50.00	173.35	8667.25

16 :	TACTORT & TOWNSHIT AREA, RICE Ramagunuam				
Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
2	Providing and fixing pressed steel door frames conforming to IS: 4351, manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm				
	thick with mortar guards, lock strike-plate and shock absorbers as specified and applying a coat of approved steel primer after pretreatment of the surface as directed by Engineer-in-charge:				
a	Profile B(Fixing with adjustable lugs with split end tail toeach jamb)	RM	15.00	389.74	5846.12
b	Profile C(Fixing with adjustable lugs with split end tail to each	RM	5.00	413.20	2065.98
3	Renewing glass panes with putty and glazing clips/wooden fillets wherever necessary including the cost of glass sheets which shall be supplied by the contractor at his own cost:				
а	Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm)	Sq.M.	7.00	825.91	5781.37
b	Float glass panes of nominal thickness 5 mm (weight not less than 12.5kg/sqm)	Sq.M.	2.00	1091.76	2183.52
4	Supplying and fixing new wooden fillets wherever necessary:				
а	Hollock Wood Fillets	RM	70.00	52.04	3642.70
5	Renewal of old putty of glass panes with new putty including removal and disposal of old putty complete.(Length of putty fixed in position shall be measured for payment).	RM	70.00	40.68	2847.87
6	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :				
а	300x10 mm	Each	20.00	103.16	2063.13
b	200x10 mm	Each	20.00	79.61	1592.28
7	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete				
а	300 mm x 16 mm.	Each	5.00	228.23	1141.17
b	250x16 mm	Each	5.00	205.96	1029.81
8	Providing and fixing aluminium handles 125 mm, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete:	Each	60.00	52.65	3159.14
9	Providing and fixing ISI marked aluminium butt hinges anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete:				
а	125x75x4 mm	Each	25.00	121.48	3037.05
b	125x63x4 mm	Each	25.00	101.89	2547.13
С	100x75x4 mm	Each	25.00	93.69	2342.17
10	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISi, IS: 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed		25.00	750.81	18770.28
	adjustment with necessary accessories and screws etc. complete.				<u> </u>

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
11	Providing and fixing aluminium casement stays, ISI marked, anodised(anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.	Each	40.00	56.60	2263.92
12	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS: 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge.				
а	With stainless steel cover plate minimum 1.25 mm thickness	Each	10.00	2147.17	21471.72
13	Stainless steel SS grade 304 , curtain rod 20 mm dia 1.20mm thick	Metre	200.00	126.25	25250.00
14	Stainless steel SS grade 304, brackets (curtain rod) 20 mm dia 1.20mm thick	Each	400.00	46.46	18584.00
15	Providing and fixing plywood 4 mm thick, one side decorative veneer conforming to IS: 1328 (type-1), for plain lining / cladding with necessary screws, including priming coat on unexposed surface with				
а	Decorative veneer facings of approved manufacture	Sq.M.	10.00	1443.05	14430.51
16	Providing & fixing fly proof wire gauze to windows, clerestory windows & doors with M.S. Flat 15x3 mm and nuts & bolts complete. 10.29.1				
а	Galvanised M.S. Wire gauze with 0.63 mm dia wire and 1.4 mm aperture on both sides	Sq.M.	20.00	642.00	12839.98
17	Providing and fixing plain lining with necessary screws/nuts & bolts/nails, including a coat of approved primer on one face, and fixed on wooden /steel frame work, complete as per direction of Engineer-incharge(Frame work shall be paid for separately).				
а	12mm thick commercial ply conforming to IS : 1328 BWR type	Sq.M.	10.00	950.99	9509.86
18	Providing and fixing cupboard shutter with 19mm thick one side decorative and other side balancing lamination factory pressed BWP grade marine ply as per IS 710 of approved brand including 2mm thick PVC edge banding tape with hot glue by edge bending machine etc. with auto closing spring loaded hinges (hydraulic type) etc. complete as per direction of Engineer-incharge.(Payment of providing and fixing auto closing hinges shall be paid separately)	Sq.M.	10.00	2247.92	22479.18
19	Providing and fixing 6mm thk 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	Each	10.00	1237.31	12373.08

Item	DESCRIPTION OF ITEM	UNIT	Ougatitus	Pote	Amount
No.		UNIT	Quantity	Rate	Amount
20	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.				
а	Twin rubber stopper	Each	32.00	54.58	1746.60
21	Providing and fixing 600x120x5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws, rawl plugs etc., complete.	Each	7.00	826.09	5782.60
22	Providing and fixing toilet paper holder				
<u></u>	C.P. brass	Each	5.00	596.93	2984.66
23	Providing and fixing 50 cm long aluminium kicking plate of size 100x3.15 mm, anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete.	Each	5.00	186.63	933.14
24	Providing and fixing sliding arrangement in racks/cupboards/cabinets shutter by with stainless steel rollers to run inside C or E aluminium channel section (The payment of C or E channel shall be made separately)	Each	50.00	15.48	773.78
25	Providing and fixing PVC Door Frame of size 50x47 mm with a wall thickness of 5 mm (± 0.2 mm), made out of single piece extruded PVC profile, with mitred cut joints and joint with 2 nos of PVC bracket of size 190 mm x 100 mm long arms of cross section size35 x 15 mm & self driven self taping screws, the vertical door profiles to be reinforced with 40x20 mm M.S. rectangular tube of 0.8 mm , including providing EPDM rubber gasket weather seal throughout the frame, including jointing 5 mm PVC frame strip with PVC solvent cement on the back of the profile. The door frame to be fixed to the wall using 8 x100 mm long anchor fasteners complete, all as per manufacturer's specification and direction of Engineer -in- charge	Metre	30.00	405.30	12159.14
26	35 mm thick factory made Solid panel PVC Door shutter, made out of single piece extruded soild PVC profiles, 5 mm (± 0.2 mm) thick, having styles & rails (except lock rail) of size 95 mmx 35 mm x 5 mm, out of which 75 mm shall be flat and 20 mm shall be tapered (on both side), having one side thickness of 15 mm integrally extruded on the hinge side of the profile for better screw holding power, including reinforcing with MS tube of size 40 mm X 20 mm x 1 mm, joints of styles & rails to be mitered cut & joint with the help of PVC solvent cement, self driven self tapping screws & M.S. rectangular pipes bracket of size 190 mm X 100 mm of cross section size 35 mm x 17 mm x 1 mm at each corner. Single piece extruded 5 mm thick solidPVC Lock rail of size 115 mm x 35 mm, out of which 75 mm to be flat and 20 mm to be tapered at both ends, having 15 mm solid core in middle of rail section integrally extruded, fixing the styles & rails with the help of solvent and self driven self tapping screws of 125 mm x 11 mm, including providing				
	5 mm Single piece solid PVC extruded sheet inserted in the door as panel, all complete as per manufacturer's specification and direction of Engineer-in-charge. Non decorative finish (matt finish)		10.00	3040.07	30400.70

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
27	Providing & fixing/replacing heat resistant non-reflective sun control film of approved quality (Garware or equivalent) on window panes/glazed doors at all heights as per site requirements including cleaning of surfaces, removing imperfections, bubbles etc. complete as per directions of Engineer-in-Charge.	Sq.M.	10.00	200.00	2000.00
28	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion):				
а	Treatment at points of contact of wood work by chemical emulsion Chlorpyriphos/ Lindane (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same	Metre	10.00	225.82	2258.22
29	Providing and fixing chromium plated brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.		25.00	716.79	17919.77
30	Providing and fixing bright finished 100 mm mortice lock with 6 levers without pair of handles of approved quality for aluminium door, with necessary screws etc complete as per direction of Engineer- in-charge.		2.00	632.84	1265.67
31	Providing and fixing special quality chromium plated brass cupboard locks with six levers of approved quality including necessary screws etc. complete.				
а	65mm	Each	25.00	281.54	7038.58
32	Providing and fixing powder coated telescopic drawer channels 300 mm long with necessary screws etc. complete as per directions of Engineer-in-charge.		60.00	311.31	18678.65
33	Providing and fixing stainless steel soft closing heavy type telescopic drawer channels of approved make 500 mm long with screws etc. complete as per directions of Engineer- in-charge.		50.00	657.34	32867.16
34	Providing and fixing PVC rigid foam sheet 1 mm thick on existing door shutters (bathroom and W.C. doors) using synthetic rubber based adhesive.		10.00	1133.76	11337.57
35	Providing and fixing stainless steel (SS 304 grade) adjustable friction windows stays of approved quality with necessary stainless steel screws etc. to the side hung windows as per direction of Engineerin-charge complete.				
а	205 X 19 mm	Each	20.00	256.73	5134.59
36	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge.(Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than		60.00	1162.25	69735.20
37	12.50 kg/ sqm) Providing and fixing concealed hinge of approved quality for 19-	Each	100.00	101.32	10131.52
3/	20mm thick door with stainless steel screws complete :	⊏acn	100.00	101.32	10131.52

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
	TOTAL OF SUB-HEAD - "C"				439066.79
	SUB HEAD "D" - WATER SUPPLY & SANITARY WORKS				
	SOBTILAD D - WATER SOFFET & SANITART WORKS				
1	Providing and fixing white vitreous china water closet squatting pan (Indian type):				
а	Orissa pattern W.C. pan of size 580x440 mm	Each	3.00	2418.41	7255.24
2	Providing and fixing white vitreous china pedestal type (European type/ wash down type) water closet pan.	Each	15.00	2107.54	31613.11
3	Providing and fixing controlled flush, low level cistern made of vitreous china with all fittings complete.		22.22	1000.00	
a	10 litre (full flush) capacity-white	Each	20.00	1692.99	33859.71
4	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS: 7231, with all fittings and fixtures complete.				
а	10 litre capacity - White	Each	10.00	897.02	8970.19
5	Providing and fixing white vitreous china wash basin including making all connections but excluding the cost of fittings				
а	Flat back Wash Basin of aproved make of size 550 X 400 mm.	Each	20.00	802.67	16053.49
6 a	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required: Kitchen sink without drain board 610x510 mm bowl depth 200 mm	Each	3.00	3747.83	11243.49
	OTOXOTO HIIII BOWI GODAT 200 HIIII	Luon	0.00	07 17.00	112 10.10
7	Providing and fixing 32 mm dia. CP brass trap(bottle trap) for wash basin and sink.	Each	5.00	777.07	3885.36
8	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm or 340x410x265 mm sizes respectively.	Each	5.00	1212.01	6060.06
9	Providing and fixing CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge.				
а	15 mm nominal dia	Each	2.00	5365.32	10730.64
10 10.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Semi rigid pipe				
a	32 mm dia.	Each	80.00	79.75	6379.66
b	40 mm dia.	Each	60.00	89.13	5347.65
11	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan complete :				
а	White solid plastic seat with lid	Each	30.00	514.29	15428.76
12	Providing and fixing 100 mm dia. CP mild steel sheet grating (drain jali) of approved design & quality for floor traps complete as per directions of Engineer-in-Charge.	Each	300.00	50.00	15000.00

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
13	Providing and fixing chromium plated (CP) brasshandle for low level flushing cistern.	Each	5.00	50.00	250.00
14	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931:				
а	15 mm nominal bore.	Each	30.00	380.71	11421.31
15	Providing, fixing, testing and commisioning C.P. brass 2 way bib cock quarter turn type for health flaucet of following make or approved equivalent 15mm nominal bore, all complete as per standard design, specification and direction of engineer-in-charge.	Each	40.00	990.00	39600.00
16	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms.				
а	15 mm nominal bore.	Each	25.00	626.96	15674.05
17	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms.				
а	15 mm nominal bore.	Each	25.00	621.13	15528.28
18 a	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15 mm nominal bore.	Each	25.00	521.48	13037.05
19	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931				
а	15 mm nominal bore.	Each	50.00	438.71	21935.55
20	Providing and fixing C.P. Brass extension nipple (size 15mmx50mm) of approved make and quality as per direction of Engineer-in-charge	Each	50.00	54.10	2704.95
21	Providing and fixing ball valve (brass) of approved quality complete (high pressure) with plastic float:				
а	15 mm nominal bore.	Each	20.00	305.87	6117.49
b	25 mm nominal bore	Each	200.00	349.98	69995.62
22	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end):				
a	25 mm nominal bore.	Each	20.00	466.77	9335.38
b	40 mm nominal bore.	Each	20.00	620.17	12403.33
c d	50 mm nominal bore. 80 mm nominal bore.	Each Each	20.00 10.00	770.06 1953.18	15401.14 19531.78
23	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately):				
23.1 a	100 mm diameter Class II	Each	2.00	3945.86	7891.71
23.2 b	150 mm diameter Class II	Each	2.00	5841.12	11682.24
24	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete:				
а	25 to 40 mm nominal bore	Each	10.00	663.83	6638.32

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
b	50 to 80 mm nominal bore	Each	10.00	1327.22	13272.25
				-	-
25	Providing and fixing C.P. brass shower rose with 15 or 20 mm inlet :				
а	100 mm diameter		30.00	145.86	4375.71
26	Describing As area O. D. bases will an Assa		20.00	272.70	0101.00
26	Providing 15 mm C.P.brass pillar tap	Each	30.00	212.10	8181.00
27	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps,i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall				
a	15 mm dia nominal bore.	RM	80.00	425.43	34034.20
b	20 mm dia nomina bore.	RM	50.00	474.44	23722.05
28	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.				
а	15 mm dia nominal bore.	RM	40.00	234.55	9381.85
b	20 mm dia nomina bore.	RM	40.00	276.50	11060.06
С	25 mm dia nominal bore.	RM	60.00	366.46	21987.72
d	32 mm dia nominal bore.	RM	3.00	401.32	1203.95
е	40 mm dia nominal bore.	RM	3.00	489.57	1468.70
29	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10 mm gap for thermal expansion				
а	75 mm diameter	RM	30.00	186.76	5602.81
b	110 mm diameter	RM	50.00	280.36	14017.97
30	Providing and fixing soil, waste and vent pipes (spun) iron pipes and fittings of diameter: 75 mm diameter				
30.1 a	Centrifugally cast (spun) iron socketed pipe as per IS: 3989	Metre	10.00	913.72	9137.22
	100 mm dia	IVICTIC	10.00	313.72	3137.22
а	Centrifugally cast (spun) iron socket & spigot (S&S) pipe as per IS: 3989	Metre	10.00	944.67	9446.73
31	Providing lead caulked joints to sand cast iron/centrifugally cast (spun) iron pipes and fittings of diameter :				
а	100 mm diameter	Each	10.00	481.94	4819.38
b	75 mm dia	Each	10.00	408.94	4089.43
32	Providing and fixing heel rest sanitary bend :				
	100mm dia				
a	Sand cast iron S&S as per IS - 3989	Each	2.00	385.58	771.15
	Providing and fixing trap of self cleansing design with screwed				
	down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors:				
33.1 a	100 mm inlet and 100 mm outlet Sand cast iron S&S as per IS: 3989	Each	8.00	1406.49	11251.91
34	100 mm inlet and 75 mm outlet				
a	Sand cast iron S&S as per IS - 3989	Each	8.00	1465.15	11721.17
	Supplying and fixing C.I. cover 300x300 mm without frame for gully trap (standard pattern) the weight of cover to be not less than 4.5 kg	Each	20.00	589.00	11779.92

14.5	TACTORT & TOWNSTILL AREA, RICE Ramagunuam						
Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount		
36 a	Supplying and fixing C.I. cover without frame for manholes: 500 mm diameter C.I. cover (medium duty) the weight of the cover to be not less than 58 kg	Each	20.00	2822.45	56448.93		
b	560 mm diameter C.I. cover (heavy duty) the weight of the cover to be not less than 108 kg	Each	20.00	6113.77	122275.32		
37	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality						
37.1 a 37.2	M D - 10 Circular shape 500 mm internal diameter H D - 20	Each	100.00	926.48	92647.96		
a a	Circular shape 560 mm internal diameter	Each	20.00	1310.13	26202.54		
38 a	Providing and laying S&S C.I. standard specials such as tees, bends, collars, tapers, caps etc. (Heavy class): Up to 300 mm dia	Quintal	0.50	4953.66	2476.83		
39 39.1	Providing and fixing plain bend of required degree. 100mm dia						
а	Sand cast iron S&S as per IS : 3989 75 mm dia	Each	10.00	385.58	3855.77		
а	Sand cast iron S&S as per IS - 3989	Each	10.00	261.46	2614.64		
40	Providing and fixing bend of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete.						
40.1 a 40.2	100mm dia Sand cast iron S&S as per IS - 3989 75 mm dia	Each	5.00	523.98	2619.90		
a	Sand cast iron S&S as per IS- 3989	Each	5.00	397.54	1987.72		
41	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	Each	500.00	78.43	39215.26		
42	Disconnecting damaged overhead/terrace PVC water storage tank of any size from water supply line and removing from the terrace including shifting at ground level as per direction of Engineer-in- charge.		5.00	313.50	1567.51		
43	Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm	Metre	200.00	250.68	50135.91		
44	Providing and fixing CP brass towel ring of 150 mm dia including fixing to wall with wooden cleat and CP brass screw, cutting walls and making good the same, finishing, etc all complete including removal of debris.		10.00	720.00	7200.00		
45	Providing and fixing PTMT hib cock of approved quality and						
a	Providing and fixing PTMT bib cock of approved quality and 15mm nominal bore, 86 mm long, weighing not less than 88 gms	Each	15.00	96.32	1444.76		

Item	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
No.		ONIT	Qualitity	Nate	Amount
46	Providing and fixing uplasticised PVC connection pipe with brass unions				
46.1	30 cm length	Foob	20.00	GE EO	1011 71
46.2	15 mm nominal bore 45 cm length	Each	20.00	65.59	1311.71
a	15 mm nominal bore	Each	20.00	74.70	1494.08
47	Providing and fixing 8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate to Eureopean type W.C. of quality and make as approved by Engineer - in - charge.	Each	50.00	262.47	13123.63
48	Providing and fixing on wall face unplasticised - PVC moulded fittings/accessories for unplasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10 mm gap for thermal expansion.				
48.1 a	Single pushfit coupler :- (i) 110 mm diameter	Each	5.00	96.98	484.88
	Bend	Lacii	5.00	55.55	707.00
а	(i) 110 mm diameter	Each	5.00	115.74	578.69
	Shoe (Plain)				
b	(i) 110 mm diameter	Each	5.00	101.67	508.33
49	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.				
а	110 mm	Each	5.00	271.37	1356.86
50	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	litre	15000.00	8.51	127575.62
51	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.				
	Internal work - Exposed on wall		00.00	004.00	1107.51
b b	15 mm nominal outer dia Pipes 20 mm nominal outer dia Pipes	metre metre	20.00	224.38 285.05	4487.51 5701.01
С	25 mm nominal outer dia Pipes	metre	40.00	358.22	14328.80
d	32 mm nominal outer dia Pipes	metre	15.00	439.24	6588.56
е	40 mm nominal outer dia Pipes	metre	15.00	591.28	8869.14
52	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge				

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
52.11	Concealed work, including cutting chases and making good the walls etc				
а	15 mm nominal outer dia Pipes	metre	20.00	386.80	7736.08
b	20 mm nominal outer dia Pipes	metre	20.00	450.46	9009.21
	25 mm nominal outer dia Pipes	metre	40.00	548.93	21957.04
	32 mm nominal outer dia Pipes	metre	15.00	624.95	9374.18
53	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work				
	15 mm nominal outer dia Pipes	metre	20.00	194.08	3881.63
	20 mm nominal outer dia Pipes	metre	20.00	241.34	4826.83
	25 mm nominal outer dia Pipes	metre	40.00	324.99	12999.56
	32 mm nominal outer dia Pipes	metre	15.00	381.46	5721.83
54	Supplying & laying underground RCC pipes sewers with socket and spigot ends conforming to IS:458, of approved make, to proper grade and alignment, including earthwork in excavation in all types of soil including soft rock but excluding hard rock which shall be paid separately for pipe trenches, etc. including dewatering, shoring and strutting if necessary, dressing of sides, leveling, grading and ramming of bottoms, cutting the R.C.C. pipes to required lengths, lowering the pipe, jointing, including connecting pipes to manholes and grouting the pipe body with manhole wall using cement mortar 1:2 (1 cement : 2 sand), curing of joints, testing, draining of water, cleaning of pipe after testing, backfilling the trenches with select material from available excavated soil including re excavating the deposited soil excavated earlier breaking clods and laying in layers of 15cm compacted thickness, watering and compacting with mechanical means like vibro rammers etc. to 90% standard proctor density as per IS:2720 Part-VII, making good the surface, including cutting of roads wherever required and making good the same, disposal of surplus earth/ unserviceable material to demarcated area anywhere within the complex limit etc. complete for all depths as per drawings, specifications and instructions of Engineer-in-Charge (All material shall be supplied by contractor). For following Pipe size (mm) and Class (The following pipe sizes are all internal diameter of the pipes)				
а	(Dia (Internal) - 150 mm, Piping Material Class - P1)	m	20.00	709.88	14197.54
b	(Dia (Internal) - 250 mm, Piping Material Class - P1)	m	20.00	1182.10	23641.90
55	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete				
	450 mm dia RCC pipes	m	10.00	2091.63	20916.26
b	600 mm dia RCC pipes	m	10.00	2675.62	26756.25
	TOTAL OF SUB-HEAD - "D"				14,20,420.93

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
110.					
	SUB HEAD "E" - DISMANTLING /DEMOLITION				
1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	Cu.M.	10.00	1759.84	17598.42
2	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-incharge.				
а	In cement mortar	Cu.M.	10.00	1489.22	14892.15
3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - incharge.	Cu.M.	10.00	2567.38	25673.83
4 a	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	Sq.M.	20.00	53.05	1060.94
		94		00.00	
5	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	Sq.M.	25.00	192.68	4816.97
6	Dismantling manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge				
а	Water bound macadam road	Sq.M.	50.00	157.52	7875.93
b	bituminous road	Sq.M.	50.00	310.08	15504.16
7	Dismantling of C.I. sluice valve including stacking of useful materials within a lead of 50 metres				
а	Up to 150 mm diameter	Each	10.00	232.05	2320.47
8	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.		50.00	39.50	1975.01
9	Demolishing R.C.C. work by mechanical means and stockpiling at designated locations and disposal of dismantled materials up to a lead of 1 kilometre, stacking serviceable and unserviceable material separately including cutting reinforcement bars.	Cum	10.00	2041.69	20416.92
10	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.		100.00	192.33	19232.79
11	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge:				
а	15 mm to 40 mm nominal bore	RM	100.00	108.81	10881.19

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
12	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead				
а	Of area 3 sq. metres and below	Each	15.00	265.41	3981.15
b	Of area beyond 3 sq. metres	Each	15.00	363.48	5452.21
13	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead:				
а	Of area 3 sq. metres and below	Each	15.00	103.73	1555.90
b	Of area beyond 3 sq. metres	Each	15.00	136.56	2048.44
14	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge:				
а	In cement mortar	Cum	5.00	1777.38	8886.89
15	Dismantling of PCC& RCC				
10	Air compressor 250 cfm with two leads for pneumatic cutters / hammers	Day (8hrs Shift)	10.00	1616.00	16160.00
	TOTAL OF SUB-HEAD - "E"				180333.39
	SUB HEAD "F" - MISCELLANEOUS				
1	Engaging tractor trolley with all tools, tackles and requisite manpower(driver) ,diesel & lubricants including maintenance, for disposal of rubbish or any other work as required and as per directions of Engineer-in-Charge	Per Day	30.00	1800.00	54000.00
2	Providing & fixing UV stabilised fiberglass reinforced plastic sheet roofing up to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be manufactured out of 2400 TEX panel rovigs incorporating minimum 0.3% ultra-violet stabiliser in resin system under approximately 2400 psi and hot cured. They shall be of uniform pigmentation and thickness without air pockets and shall conform to IS 10192 and IS 12866.The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as specified quality, shape, colour and design with 8 mm dia. GI- J or L hooks,nuts with GI and bitumen washers complete at all heights and levels.				
а	(2" or 3" or 6") as specified	Sq.M.	5.00	1033.98	5169.88
3	Providing miscellaneous services of manpower with requisite skill including supply of required tools and tackles for various unmeasurable and unforeseen jobs as per site requirements:				
	Plumber (Skilled)	Day	400.00	918.02	367208.00
а		Day	600.00	918.02	550812.00
a b	Mason/Carpenter/fitter etc(Skilled)	,			
b c	Un-skilled Labour/Helper/Beldar/valve operator/Sewer man	Day	1595.00	650.20	1037069.00
b c d	Un-skilled Labour/Helper/Beldar/valve operator/Sewer man Welder(Highly Skilled)	Day per day	30.00	1077.22	32316.60
b c	Un-skilled Labour/Helper/Beldar/valve operator/Sewer man	Day			

Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
6	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achievethe desired density, complete as per specifications and directions of Engineer-in-Charge.	cum	20.00	2458.26	49165.28
7	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	m	100.00	266.24	26624.29
8	Cleaning & De-silting of storm water drains(Rectangular/Trapezoidal Sections) by removing grass, vegetation, silt, slush ,mud, rubbish etc. after removing of gratings/covers and replacing the same and exposing finished surface of drain bed including disposing the unserviceable materials anywhere within RFCL premises, as per instructions of Engineer-in In charge. (Combined Depth of silt/slush/mud/rubbish upto 300mm)				
а	For drain bed width upto 500mm & depth of drain upto 1000mm	METRE	9000.00	40.00	360000.00
b	For drain bed width from 501mm to 1000mm & depth of drain upto 1500mm	METRE	2000.00	52.00	104000.00
С	For drain bed width between 1001mm to 2000mm & depth of drain from 1001mm to 2500 mm	METRE	1000.00	70.00	70000.00
d	For drain bed width between 1001mm to 2000mm & depth of drain from 2501mm to 3500mm	METRE	3000.00	90.00	270000.00
9	Excavation of silt, slush ,mud, rubbish etc in trenches drains(Rectangular/Trapezoidal Sections) or in open area by manual or mechanical means after removing of grating and replacing same, including disposing the same anywhere within RFCL premises, as per instructions of Engineer-In charge complete (Combined Depth of silt/slush/mud/rubbish more 300mm)	Cu.M	250.00	285.00	71250.00
10	Cleaning of silt from the Culvert by removing grass, vegetation, slush mud, rubbish, brick, bats, thermocoal, aggregate, rotten cloth, pieces of bamboo/ballies, empty drums, precast slabs etc. and transporting the same upto a lead of two K.M. inside the plant in a low lying place and exposing pucca surface of the Culvert neatly as per instructions of Engineer-in Incharge.		90.00	225.00	26000 00
11	For depth of Culvert upto 1.50 M Hire charges of Pump set of capacity 4000 litres/hour	Cu.M	80.00	325.00	26000.00
11	Hire charges of Pump set of capacity 4000 litres/hour	Day	10.00	707.00	7070.00

SCHEDULE OF RATES OF ANNUAL RATE CONTRACT FOR MISCELLANEOUS CIVIL MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam

	FACTORY & TOWNSHIP AREA, RFCL Ramagundam				
Item No.	DESCRIPTION OF ITEM	UNIT	Quantity	Rate	Amount
12	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	kg	1000.00	81.59	81587.02
13	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all		1000.00	68.57	68566.42
	TOTAL OF SUB-HEAD - "F"				3546695.79
	GRAND TOTAL OF ALL SUB-HEADS				90,27,801.29
Total / Nine (Amount (Rupees Ninety Lakhs Twenty Seven Thousand Eight Hu Only)	undred	one and pai	sa Twenty	
	dders are required to quote rates as under : The bill of quantities ∞ above or below for above mentioned works.	es has b	een provide	d & the agen	ncy is required
1) Quoi	ed Rates = RFCL Estimated Rates minus	ords (quot	ing below "15	%" is not permitt	ed and if quoted
2) Quo	ed Rates = RFCL Estimated Rates plus	bove) in l	Vords		
3) Quo	ted Amount Total IN FIGURES IN	WORDS			
4) GST (18% of Quoted Amount is equal to RsIN FIGU IN WG	RES and ORDS			

5) Qouted Grand Total including GST is equal to Rs.

IN FIGURES and

IN WORDS

Annexure-XIV

Undertaking on Bidder's letterhead: -

With And I/we_	reference to NIT Chemicals	Limited,	<u> </u>	for,at	of Ramagundam Fertilizers RFCLRamagundam site R/o AuthorizedRepresentati
ve of	(the Institution) _				do solemnly affirm and
decla	are as under: -				
	by any Instit ii) That no othe are participa iii) That the info correct and	cutional Age er Institution ating/submi ormation fu nothing has ncorrect at	ency/Government In/Sister Concerns//itting the Tender for urnished by me/us been concealed. any stage, RFCL	Department Associated rithe job. in respection case ar	n blacklisted or put on holiday nt/Public Sector Undertaking. s belonging to the same group t of above Tender is true and ny of information is found to be a fully competent to take the
Verif	ication:			SEAL	& SIGNATURE of the Bidder
of m		belief an	d nothing has bee		re true and correct to the best aled therein. Verified at
				SEAL	& SIGNATURE of the Bidder

Annexure-XV

CHECK LIST FOR BIDDERS

SI. No	Documents	Yes/No or N/A
1	Cost of Tender documents:	NA
	DD NoAmountDate	
2	EMD	
	DDNoAmountDateor	
	UTR no Amount Date or	
3	Whether all the pages of tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form-I is filled up?	
5	Whether declaration form-II (bidders' details) filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is	
8	Enclose latest notarized affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association / Memorandum of Association as applicable)	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self-attested copy of ESI certificate.	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on Party's letter head about Blacklisted/Non-Blacklisted company. The certificate should be exactly in the same format as given in Annexure-XIV of the tender document	
15	Total Turnover of the business in F.Y. 2018-19, 2019-20 & 2020-21 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2018-19, 2019-20 & 2020-21).	

	Documents			Yes/No or N/A
16	Give details of the major s tendering Company/Firm (ending last day of mont applications are invited)			
S no	Details of client	Amount of Work completed (Rs.)	Contract period (From and to)	
Α				
В				
С			V	
D	- //		111	
(If the enclos	space provided is insufficied.)	ent, a separate sheet	may be	DOM:
17	not less than Rs. 85.22 La provision of similar service seven years (ending last which applications are inv	cs/Annum (Including to ces in a single contract day of month previous	axes)related to during the last s to the one in	Three works each having value of not less than ₹42,61,122.21 (incl. GST)
	Rid A.			1011
18	Two similar completed wo		/	
18		vorks costing each not	ess than Rs.	
	53.26 Lacs/Annum (Includ	vorks costing each not luding taxes)	ess than Rs. less than	
19	Three similar completed v Rs.42.61 Lacs/Annum (Includ	vorks costing each not luding taxes) der shall not be less than	less than Rs.90,27,801/-	
19	Three similar completed v Rs.42.61 Lacs/Annum (Include Annual turnover of the bide	vorks costing each not luding taxes) der shall not be less than hould be positive for the	less than Rs. Rs.90,27,801/-	
19 20 21	Three similar completed version (Includent Rs.42.61 Lacs/Annum	vorks costing each not luding taxes) der shall not be less than hould be positive for the of Rs. 9,02,780.12 for Fyrders of similar works at Certificates having	less than Rs. less than Rs.90,27,801/- FY 2020-21. 2 2020-21. and satisfactory	

Bid Evaluation Criteria:

- 1. Price bid/Schedule of Rate (SOR) of those bidders, who accepts and confirms to all the terms and conditions of NIT without any deviation, will be opened after due notice to eligible bidders.
- 2. If there is any difference between the premium/discount percentage(%age) quoted and in absolute amount, then the premium/discount percentage (%age) will be treated as final. If there is any discrepancy between the words and figures, the amount in words shall prevail. In case absolute amount is not filled then, absolute amount will be derived by applying percentage quoted.
- 3. Price Bid wherein discount offered by the bidders is more than 15% shall be outrightly rejected.
- 4. If, the Premium/discount quoted by two or more bidders are happened to be same, those bidders will be given a stipulated time period in which they have to submit a closed envelope quoting the percentage of discount on their previously submitted percentage of premium/discount. The bidder who offers highest percentage of discount will be awarded contract. If two or more bidders quote same margin then they will be asked to offer maximum discount subject to total discount not more than "15 %" of RFCL estimate. If two or more bidders have quoted same discount or discount equal to "15%" 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 lowest bids of same margin 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 GM (C) 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.
- 5. 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.
- 6. Average of Executed Contract value in proportion to month may be taken if the original contract period is more than one Year.
- 7. RFCL may ask form 16A/26AS in support of work completion certificate for work orders submitted in response to BQC.
- 8. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.
- 9. Splitting of Contract is not applicable.

ANNEXURE-XVII

BID SECURITY (EMD) FORMAT

DRAFT OF BANK GUARANTEE FOR EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT 3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NOFORHEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDERON PRODUCTION OF BANK GUARANTEE FOR RSONLY).
1. WEBANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS (RUPEESONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.
2. WEBANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING (RS ONLY).
BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE
4. WEBANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATEDDAY OF20
CORPORATE SEAL FOR BANK.