Ramagundam Fertilizers and Chemicals Limited
(A joint venture of NFL, EIL & FCIL)
Fertilizer City – 505 210, Ramagundam
Peddapalli (Distt), Telangana State
Email: rfcl.ramagundam@rfcl.co.in

Ref: RFCL/INST /Cont-01/ARC/2019-20

Dated: 22/ 06/ 2019

Tender for "Annual Rate Contract for Instrument Maintenance Jobs and Manpower supply of highly skilled, skilled, semiskilled and unskilled categories for Instrumentation work" at RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), RAMAGUNDAM

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22.6.

(K V L N Murthy)
Chief Manager (Instrument)

Bidder's Initial & Seal

Letter Inviting Bid

Ref: NO. RFCL/INST/Cont-01/ARC/2019-20

Dated: 22/06/2019

To

_____

_____

_____

Sub: NIT for "Annual Rate Contract for Instrument Maintenance Jobs and Manpower supply of highly skilled, skilled, semiskilled and unskilled categories for Instrumentation work" at Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of one year.

Sealed tenders in two- bid system are invited for subject tender at Ramagundam Fertilizers and Chemicals Limited (RFCL), Ramagundam (Telangana) as detailed below: -

1.	Name of Work	Annual Rate Contract for Instrument Maintenance Jobs and Manpower supply of highly skilled, skilled, semiskilled and unskilled categories for Instrumentation work" at Ramagundam Fertilizers And Chemicals Limited, Ramagundam(Telangana).
2.	Earnest Money Deposit (EMD) and Tender Fee	Bidder to submit Tender Fee & Earnest Money of value given below in the form of crossed /A/c Payee Demand Draft in favor of **Ramagundam Fertilizers and Chemicals Limited, payable at** Ramagundam issued by any scheduled bank except rural and/or cooperative bank. **Tender Fee:** Rs.750/- (Rupees Seven Hundred Fifty Only) **Earnest Money:** Rs. 50,000/- (Rupees Fifty Thousand Rupees Only) Tender can be downloaded from NFL/RFCL website or can be collected by hand against stipulated tender fee. In case of downloading, tender fee to be submitted along with EMD at the time of bid submission
3.	Validity of Tenders	Four Months from the date of opening of the Bids.
4.	Contract Validity	One year from the date of award of work and shall be extendable for three months as per GTCC (Clause No. 1.22.0)
5.	Last date and time of Receipt of Tenders	Up to 03:00 PM on 09/07/2019
6.	Date and time of Opening of Tenders	At 03:30 PM on 09/07/2019
7.	Place of receipt and Opening of Tenders	Office of Chief Manager (Inst), Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam

8. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Chief Manager (Inst), RFCL, Ramagundam at least 7 (Seven) days prior to the closing date of the tender.

9. A) The rates should be quoted for Scope of Work as per Proforma "Schedule of Rates (SOR) (Annexure- X). The rates should be quoted only in the units given in the Schedule of Rates in specified place only and should be indicated both in words as well as figures. Any corrections made in the SOR shall be authenticated with signatures at all places.

   B) The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted. Price bids for Part B (For Manpower Supply) quoting "Nil" consideration or "Zero" or "Negative" in such a situation bid will be treated as non-responsive and will be rejected summarily.

   C) "In case quoted rates of two or more bidders happen to be same, such bidders will be called to offer discount in sealed envelope and based on maximum discount offered by bidder, L-1 bidder will be decided for placement of work order".

   D)The rates quoted shall remain valid for **120 days** from the date of opening of tender for the acceptance.

10. CORRECTION OF ERRORS:

If some discrepancies are found between the rate / amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

i. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked accordingly corresponding to rate quoted in words.
ii. When there is difference between the rate in figures and words, the rates quoted in words shall be taken as correct.

11. Ramagundam Fertilizers and Chemicals Limited reserves the right to reject any or all tenders and also does not bind to accept the lowest tender.

12. **Procedure for Submission of Tender:**

Tender shall be submitted in **THREE SEPARATE SEALED ENVELOPES** by mentioning NIT No. and Date on Envelopes, as under: -

Envelope No. 1:

Will be super scribed **"Earnest Money"** and shall contain either of earnest money deposit of **Rs. 50,000/-(Rupees Fifty Thousands only)** and **Rs.750/- (Rupees Seven Hundred and Fifty only) as Tender fee** in case of tender documents downloaded OR earnest money deposit of **Rs. 50,000/- (Rupees Fifty Thousands only)** in case of tender fee already paid against hard copy of tender documents. The payments will be made in the form of a crossed /A/c Payee Demand Draft (separate for both amount) issued by any scheduled bank except rural and/or cooperative bank in favor of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam.

Envelope No. 2:

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

Bidder's Initial & Seal

Envelope No. 3:

Will be super scribed **"PRICE BID/SHEDULE OF RATES"** and shall contain the rates in the prescribed Proforma **as per Annexure- X.**

All the three sealed envelopes shall be submitted in a big sealed envelope super scribed as **"Annual Rate Contract for Instrument Maintenance Jobs and Manpower supply of highly skilled, skilled, semiskilled and unskilled categories for Instrumentation work"** at RFCL,Ramagundam.

13. **Opening of Tenders**:

Envelope No. 1:

Marked **"Earnest Money"** containing either of earnest money envelope & Tender Fees (in case of tender documents downloaded) or earnest money envelope (in case of tender fee already paid against hard copy of tender documents) will be opened first, on the scheduled date of opening of tender in presence of those tenderers who wish to be present at the time of Tender Opening.

Envelope No. 2:

Marked **"Techno Commercial Bid (Unpriced)"**shall be opened of only those parties who have submitted the EMD & Tender Cost or MSME certificate in related field if applicable.

Envelope No. 3:

Marked **"Price Bid/Schedule of Rates"** will be opened after meeting the eligibility criteria of **Techno-Commercial Bid**(unpriced) and whose bids determined to be technically and commercially responsive. The date of opening of Price Bid/SOR will be intimated to selected tenderers separately.

14. Tenderer shall submit along with the tender's full particulars of their institution along with experience. The following documents are to be submitted with the Tender in the envelope No. 2, failing which the tender will be liable for rejection:

    a) Copy of Permanent Account Number (PAN) issued by Income Tax Deptt.

    b) Copy of GST Registration No. along with documentary proof thereof. In case bidders covered under un-registered category, necessary undertaking must be submitted along with the bid.

    c) Documentary proof for PF & ESI Registration Number

    d) Supporting documents as per the Eligibility Criteria as mentioned in Annexure – III in NIT.

    e) Power of Attorney in the name of person, if required, who has signed the Tender Documents.

    f) Labour License Certificate/ Undertaking on company letterhead regarding Labour License submission before start of execution of contract work

15. Evaluation of offer shall be on overall L-1 basis i.e., lowest landed cost to RFCL

16. The bid prepared by the Bidder including all correspondence etc., relating to their offer/bid shall be in ENGLISH language only.

17. Incomplete bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice shall be liable to be rejected

Bidder's Initial & Seal

18. The tenderer shall quote single rate only. Any tender with the multiple rates quoted will be summarily rejected. Rates should be quoted strictly as per the Proforma enclosed at Annexure-X for Schedule of Rates.

19. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the bidder has mentioned any condition or deviation in Price Bid shall be out rightly rejected.

20. All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

21. The bidder shall submit the name and address of the firm/company along with its constitution such as sole proprietorship/partnership/Limited concern etc.

22. The prospective tenderer having any common Director/Trustee / Managing Director etc. or having any other common criteria shall be considered as Sister/Group/Associates Institutions. In such cases, only one of them will be eligible for participating in the tender. Tender shall submit undertaking in their letterhead as prescribed.

23. While submitting the offer, Bidders may ensure that tender documents/offer have been signed by authorized signatory of the bidder. Subsequent withdrawal of offer/non-acceptance of orders placed based on offers submitted by them will not be entertained on the ground that the authorized person did not sign the offer. If such condition arises, EMD will be forfeited.

24. In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the bidder. RFCL shall not own any responsibility on this account whatsoever.

25. RFCL reserves the right to postpone the tender opening date and /or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

26. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday-closed day, the tender will be received and opened on the next working day.

27. The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case. RFCL shall not be held responsible for late receipt of post or loss of tenders in transit.

28. If the tenderer has relations whether by blood or otherwise with any of the employees of the RFCL/NFL/EIL/FCI, the tenderer must disclose the relations at the time of submission of tender failing which RFCL shall reserves the right to reject the tender or rescind the contract.

29. 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.

30. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

Bidder's Initial & Seal

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

32. The Tender shall be addressed to Chief Manager (Instrument), Ramagundam Fertilizers and Chemicals Limited, Fertilizer city, Ramagundam – 505 210, Telangana.

Yours faithfully,
For and on behalf Ramagundam Fertilizers and Chemicals Limited.

22.6.

(K V L N Murthy)
Chief Manager (Inst)

Encl: Annexures I to X

Bidder's Initial & Seal

Annexure-I

I. DEFINITIONS OF TERMS

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

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

Bidder's Initial & Seal

15. The "PERIOD OF LIABILITY (DEFECT)" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER/DETAILED LETTER OF ACCEPTANCE, whichever is earlier.

17. "GTCC" means General Terms & Conditions of Contract.

18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

Bidder's Initial & Seal

Annexure-II

DECLARATION FOR SUBMISSION OF TENDER FORM-I

To
Chief Manager (Inst),
Ramagundam Fertilizers and Chemicals Limited,
Fertilizer City, Ramagundam
District: Peddapalli (Telangana)
Pin Code- 505 210
Dear Sir,

I/We hereby submit tender for **"Annual Rate Contract for Instrument Maintenance Jobs and Manpower supply of highly skilled, skilled, semiskilled and unskilled categories for Instrumentation work"** at Ramagundam Fertilizers And Chemicals Limited, Fertilizer City,Ramagundam, Telangana, for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (Annexure-X) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. 50,000/- (Rs. Fifty Thousand Only) vide Demand Draft No._____ dated _____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. EMD is not applicable to MSME/NSIC registered as referred in NIT/tender document

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

It is also certified that I/we have not quoted "Nil"/ "Negative" Service Charges/ Consideration for this Job (Part-B) and the rates quoted by me/us in the Price bid/SOR are workable. In case it is found that Service Charges/Consideration is "Nil"/ "Negative" for Part-B of Price bid, bid may be rejected in accordance with NIT's Condition 1.9.0.f of GTCC.

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

Dated the _____ day of _____2019

Signature of Tenderer with the seal

Name & Address: _____
E-Mail Address_____

Mobile/Telephone No._____

Bidder's Initial & Seal

Annexure-II

Declaration Form for Bidder details form-II

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

Sr.	Description			
1.	Name of Applicant/Firm/Company			
2.	Complete Address along with Contact Person name, mobile number and Email Id			
3.	Company Profile: ✓ Please Tick			
i.	Public or Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please Specify)			
	(Please attach latest copy of partnership deed duly attested by Notary public and Self attested firm registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).			
4.	Year of Establishment & Registration No along with documentary proof if any			
5.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL/NFL/EIL/FCIL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	**YES / NO (If Yes, give the following details)**		
		Name & Designation of the Employee	**Place of Posting**	**Relation with the Employee**
6.	P.F.Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
7.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.			
8.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-			
9.	GST Registration No. with Documentary Proof.			
10	Service Accounting Code No.			
11	Rate of GST applicable on the quoted rates	IGST ____%	SGST ____%	CGST ____%

Bidder's Initial & Seal

12	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	**Agreed**
13	ESI Registration No. of the Contractor to be intimated along with Documentary proof thereof.	
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. ***Registration month & Year should be prior to bid submission due date.***	
15	The Bidder has to submit Labour License along with bid submission in envelope no. 2. In case the bidder do not have Labour License, it shall submit undertaking on their company letterhead regarding Labour License, as per the following format:- "Incase this job is awarded to us i.e. M/s_____, we shall obtain Labour License from the appropriate Licensing Authorities i.e. Central / State Government , as applicable from time to time , under the Contract Labour (R &A) Act, 1970 & the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL,Ramagundam. If we fail to submit Labour License in time i.e. before start of execution of contract work, we agree that RFCL shall forfeit our deposits EMD /SD and terminate the contract".	

Dated the _____ day of _____2019

Signature of Tenderer with the seal

Name & Address: _____

_____

E-Mail Address_____

Mobile/Telephone No._____

Bidder's Initial & Seal

ANNEXURE-II

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

SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
1	Vendor/Customer Name	M/s _____
2	Vendor/Customer Code	
3	Vendor/Customer Address	
4	Vendor/Customer e-mail Id	
5	Particulars of Bank Account	
(i)	Name of the Beneficiary	
(ii)	Name of the Bank	
(iii)	Name of the Branch	
(iv)	Branch Code	
(v)	Address	
(vi)	Telephone No.	
(vii)	Type of Account	
(viii)	Account No	
(ix)	RTGS/IFSC number of the Bank	
(x)	9 Digit MICR Code	

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

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:

Date:

Signature of authorized officer of the Bank

(OR)

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

Bidder's Initial & Seal

Annexure-II

FORMAT FOR SOLVENCY CERTIFICATE
(To be submitted on Bank's Letter Head)

REF NO: ..... **DATE: .....**

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____ **(Bidders name with complete address)**, a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs. _____ (Rupees_____). M/s _____ have been our customer since _____ to date and has been granted the following limits, at present, against various facilities granted by the Bank:

1. Type of Account : Cash-Credit/Current/Savings
2. Bank Account No. :
3. Cash-Credit/O.D. Limit (If any) : NO/YES, for Rs. .....
4. Financial Standing & Soundness : SOUND/POOR
5. Dealing & Conduct of the Party : Satisfactory/Un-satisfactory

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

Bidder's Initial & Seal

ELIGIBILITY AND EVALUATION CRITERIA/SCOPE OF WORK

A. ELIGIBILITY CRITERIA:

1. TECHNICAL ELIGIBILITY CRITERIA:

The bidder shall submit documentary evidence with respect to experience of having successfully completed "similar works" in Chemical/Petrochemical/Fertilizer Industry/Power/cement Plants/ Continuous Process Industry. The "Similar Works" means execution of Misc. Instrument jobs such as removal /installation of valves /control valves /measuring instruments and installation of cables, piping, tubing, SOR items etc. Work executed by the bidder during the last seven years (ending 31.05.2019) should be either of the following:

The tenderer should have Completed Three similar works costing not less than Rs. 15.64 lakhs.

(or)

The tenderer should have Completed Two similar works costing not less than Rs. 19.54 lakhs.

(or)

The tenderer should have Completed One similar work costing not less than Rs. 31.27 lakhs.

2. The average annual financial turnover of the tenderer during last three financial years ending on 31st March 2018 shall not be less than Rs. 11.73 lakhs.
3. Solvency Certificate shall be issued by the bank within one year from the scheduled date of tender not less than Rs. 11.73 Lakhs, In the prescribed format Annexure-II Form. IV (Page No 13)

NOTE:

a) Self-attested certified Audited balance sheet and profit & loss A/C for three financial years (2015-16,2016-17 & 2017-18) are to be enclosed.
b) Self-attested documentary evidences for executed Work Orders given above to be enclosed.
c) Self-attested documentary evidences for Performance/Completion Certificate from the concerned organization of above given Work Orders to be enclosed.
d) Order / Completion Certificates issued by the contractors are not acceptable
e) Experience relevant documents are to be taken for one year. If the period is more than one year then the Contract value should be interpolated for one year.
f) All above indicated amounts are exclusive of GST/ Service tax/VAT.

B. EVALUATION CRITERIA:

Since the bids are being invited under two-part bid system, therefore, the following bid evaluation criteria shall be followed:

a. Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money as prescribed in the tender document.
b. The price bid of only such tenderer shall be opened who fulfill the Eligibility Criteria as defined under 'A' above and agrees to all other terms and conditions stipulated in the NIT.
c. The work shall be awarded on overall L-1 basis after evaluation of the bids based on quoted rates by the bidders as per quantities given in the schedule of the quantities. It may be noted

Bidder's Initial & Seal

that, for evaluation purposes, if the tenderer does not quote rate for any item, the same shall be taken based on the highest rate quoted by any of the other tenderer. However, if such bidder happens to be lowest bidder, the rate of unquoted items shall be taken as NIL for awarding the work.

d. In case quoted rates of two or more bidders happen to be same, such bidders will be called to offer discount in sealed envelope based on maximum discount offered, L-1 bidder will be decided for placement of work order.

C. SCOPE OF WORK

I. Contractor Scope:

1. **Piping Jobs:** Complete fabrication, erection, laying, removing, Instrument Impulse piping, Inst.Air Header Piping with necessary clamps and supports. SOR Job no 3a & 3b.
2. **Tubing Jobs**: Laying & Removal ofSS tubes, steam tracing tubes of sizes from 6 mm to 12mm with all interconnecting fittings etc. SOR Job no 11.
3. **Cabling Jobs:** Laying & Removal of Power cables, Control Cables & T/C cables up to 24cores, 4.0 Sq.mm. SOR Job no 10.
4. **Structure Jobs:** Complete fabrication, erection, laying, of MS/CS / SS structure, Tray's required for cabling, tubing and instrument mountings including control panels & Junction Boxes. SOR Job no 20.
5. **Field related instrument jobs**: Removal and installation of solenoid valves, Rotameter, mass flow meter, turbine flow meter, level gauges, level transmitter, Radar Lt, pressure transmitter, differential pressure transmitter, signal converter, temperature gauge, pressure gauge, alarm annunciator, air filter regulator, thermowell assembly, pH meters, conductivity meters etc. Removal and installation of Gas Detectors, power cylinders, control valves and their accessories etc. As per SOR Items.

   a. All activities not covered in RFCL scope but required for completion of jobs shall be in the ARC contractor scope.

   b. Personal safety equipment Like Safety Shoes & Safety Helmets Shall be provided to all personnel deputed inside the factory premises.

   c. Personal Protective equipment for welding, grinding and gas cutting shall be provided to working personnel by contractor

II. RFCL Scope

1. To provide all Instrument hardware execution of SOR maintenance jobs including consumable material like Teflon tape, Hexablade, insulation tape, welding electrodes, Rustolene, cleaning agents required for the Jobs.
2. Special Safety Equipment Like Safety Belts and Dongre will be issued on returnable basis for safe execution of Job.
3. Refilling /Exchange of Gas Cylinders of for cutting jobs.
4. For Shifting of Control valves above 4" (Item No: 1 e iii) size, Hydra/ Jumbo/ Fork Lifter will be provided.

Bidder's Initial & Seal

Annexure - IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. This Contract includes all types of Instrument Maintenance jobs as specified in the SOR and Scope of Jobs and as per directions of Engineer-in-Charge from time to time.

2. Completed jobs shall be measured as per units given in the schedule of rates and verified by the Engineer-in-Charge.

3. In case, interpretation of any job is not clear, the decision of Engineer-in-charge shall be final and binding. In case of doubt, contractor shall consult the Engineer-in-charge for clarification before the start of work.

4. Wherever specifications are not clear, clarification for the same can be had from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to the execution of job.

5. All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the contractor for jobs to be attended by the contractor for which no extra payment will be made.

6. All the jobs are to be carried with safety norms applicable for carrying out the specific job under the instruction of Engineer- In –charge and safety authorities. Contractors to ensure usage of all personal safety equipment by the persons deputed for carrying out the specific job.

7. At the time of start of the contract by the contractor, the list of tool & tackle or any other equipment brought by the contractor at site is to be submitted by them which will be verified by RFCL Engineer. If any addition and deletion is there, they have to inform to RFCL in writing. If any item more than the list submitted by the bidder will be found, strict action will be taken against the contractor.

8. Every care shall be taken while doing the job for quality completion of the job. Any intentional damage or damage caused due to careless working to the equipment, shall be recovered from the contractor.

9. Cables in general shall be got issued/returned to stores in rolled condition over the cable drum.

10. Before taking over any material/equipment from stores or site stores, it will be the responsibility of contractor to check for the healthiness of material/equipment. Once material has been issued to contractor, its upkeep till the handing over shall be the responsibility of the contractor.

11. Wherever supply of material is in the scope of contractor the same shall be got approved from Engineer-in-charge before its installation.

12. If any item is appearing at two or more places or in various sub heads of the contract, the payment to the contractor shall be made on the basis of lowest quoted rates in the contract /under various sub-heads.

13. The manpower if taken, may be put in any shift i.e. A/B/C shift in addition to general shift depending upon the requirement of job as the factory is operating round the clock. No extra payment shall be made to the contractor over and above the rate quoted for eight hours working.

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14. Workers 's qualifications:

i. **SUPERVISOR:**
All the work carried out under the contract shall be supervised by supervisor separately. The supervisor must have minimum qualification of Graduate Engineer with relevant experience one-year experience OR Diploma holder relevant experience with minimum three years' experience OR ITI with seven years of experience.

ii. **Skilled work men:** The Skilled Work men must have minimum qualification of ITI in respective fields with minimum one year. The Govt. Trade apprenticeship of One year will be considered as experience. The Instrument Mechanic, Instrument Fitter, Electrician (wireman) Welder, Gas utter, Rigger, Mechanical Fitter are required to have ITI Passed Qualification in relevant discipline with Minimum three years of experience in a continuous process Industry with similar experience. Entry Gate pass will be issued on satisfactory verification of the above certificates.

iii. **Unskilled work men**: The person must have completed at least primary education and must be literate. He must have ability to read write and understand the instructions of his senior colleagues and supervisors. He must have exposure to industrial environment as Helper for at least three years. No experience bar for higher qualified.

Additional requirements:

i) Supplied manpower will be engaged in Instrument maintenance of nature as per SOR items of Sl no 22 involving maintenance of Control valves, Flowmeters, Panel Wiring checking jobs & other field instruments.

ii) The deputed workmen may be adept in Telugu but must be able to understand and speak Hindi or English. It is essential from safety point of view as most people understand Hindi and English in RFCL.

14. In case, any worker/supervisor is not acceptable to Engineer-in-Charge on account of his lack of skill/competence, misbehavior or otherwise, he has to be replaced by the contractor with suitable/acceptable hand.

15. All tools and tackles required for completion of the jobs shall be in scope of contractor. Minimum list of Tools and tackles required to maintain at site are Given below.

- Two sets of All size spanners (Ring & DE) up to 32" Size
- All Size Screw drivers and sets
- Hammers of different sizes
- Different Pliers and Adjustable spanners
- Slogging Spanners set up to 60" Size
- Hand Trolley for shifting Material: 2 nos
- Chain Pulley Blocks: 2 nos

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- Slinks & D shackles
- Tube Benders of all sizes
- Pipe Cutting & Threading Tools along with Pipe Wrenches
- Portable welding Machine
- Drilling and Grinding Machines
- Gas Cutting Set on trolley
- Working Bench & Vice
- Multimeter & Meggar
- Approach Ladders

16. Schedule of Rates (SOR):

a) The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted

b) The Bidder shall quote with + or – Percentage rate for Part "A" and only with +ve percentage for Part "B". The quoted percentage will be applicable for all SOR items rates and to the total amount. Any bid with the multiple rates quoted will be summarily rejected.

c) The Rates quoted should be inclusive of all Taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.

d) The rates should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the rates quoted in words shall be treated as final. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked accordingly corresponding to rate quoted in words. Any corrections made in the prices shall be authenticated with signatures at all places.

e) Rates filled in by bidder in SOR are immutable and final. If the bidder has forgotten or missed any item at the time of quotation, only nil rates shall be considered. Bids shall be evaluated as per evaluation criteria of NIT.

f) Wage Per Day Per Person (Basic & VDA, ESI, EPF, Bonus Gratuity and others) as per Minimum wages prescribed by the Minimum Wages Act of the Central Government should be protected. However, Bidders are at liberty to quote higher than the minimum wages.

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g) I/We hereby undertake that the entire amount of wages left out after deduction for statutory benefits to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted along with the bills.

h) If there is any difference between the Service Charge/Profit margin/Rebate in % and %quoted in absolute amount, then the % in absolute amount/value will be treated as final.

i) Minimum wages considered as per Circular No. File No, 1/8(1)/2019-LS-II dt. 27/03/2019 from office of Chief Labour Commissioner (c) New Delhi, Ministry of Labour and Employment GOI.

Sr. No.	DESCRIPTION OF JOBS	UNIT	Total Wages per Day	EPF@ 13.0% On basic Wages	ESI @ 3.25% On Basic Wage	Bonus @ 8.33% of Basic	Leave Payment @ 5%	Total Wage per Day
a)	Unskilled labour	Man days	Rs 390	Rs 51	Rs 13	Rs 32	Rs 20	Rs 506
b)	Skilled Workmen	Man days	Rs 551	Rs 72	Rs 18	Rs 46	Rs 28	Rs 715

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Annexure-V

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.

All lifting tools & tackles are to be got tested 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 bare land, if available, for putting temporary Godown/ workshop for making storage, work site by the contractor, free of cost.

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 applicable rates, 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, escalation pertaining to labour deployment component will be allowed as per clause 1.30.0 of GTCC of the tender document.

1.8.0 **Earnest Money Deposit:**

a) The Tenderer should make a deposit of Rs. 50,000.00 as Earnest Money and Rs. 750.00 as Tender Fees by an A/C Payees Demand Draft, (Separate) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "**Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam**.

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

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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:

a) Tenders submitted by Tenderer who resort to canvassing.

b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.

c) Tenders, which contain uncalled for remarks or any alternative additional conditions.

d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.

e) Tenders received late / delayed.

f) Bidder's bid should be workable and price bids quoting "Nil" consideration or "Zero or its derivatives as contractor's service charge/ profit margin will be rejected summarily. (As per order no. 29(1)/2014-PPD dated 28 Jan 2014 Ministry of Finance).

g) Bids having less than current minimum wages () and not fulfilling the related statutory requirements as per labour laws applicable/as specified by Govt of India from time to time are to be rejected.

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h) Tenders not accompanying the required details/Earnest Money and Tender fee of prescribed value.

i) Rind 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 the owner against any claim which may be made under the ESI Act 1948 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 enforce, RFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work & RFCL will recover the amount of the compensation so paid from the Contractor's bill.

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 Act. 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, he will also indemnify RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

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

c) Insurance Cover for Workmen:

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

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

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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 without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

1.14.0 The contractor may employ such employees/ labours as he may think fit and the employees so employed should 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

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to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.

1.15.0 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 on 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 In case, a contractor is so selected and who does not have PF code number, the RFCL could ask such contractor to get a code number, giving him a letter of intent regarding the contract, so that he could apply and obtain a PF code number from the respective PF Commissioner.

1.20.0 Quantum of Job:

The estimated 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 and payment shall be done 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 Tenderer should be able to mobilize within 24 hours, if the necessity so arises.

b) **Extension of Contract:**

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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 permitted 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 bidder/bidder so affected, upon giving prompt notice to the other bidder shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the bidder 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 dispatch 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

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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 SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank may be submitted for 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure VII).**

In case work is split between two or more parties, SD shall be submitted based on the value of split order.

d. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
e. 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.
f. 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.
g. In case of security deposit submitted by way of PBG/BG, EMD shall be refunded along with first RA Bill payment.
h. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 PERIOD OF LIABILITY (DEFECT):

The Contractor shall guarantee for the work done for a period of 3 months from the date of issue of Completion of work. 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. 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 in progress will be jointly measured by the representative of the Engineer In-Charge and the Contractor's authorized agent, as per methods outlined in the General and Technical Conditions of the contract. Such measurements shall be got recorded in the measurement book by the Engineer In-Charge or his authorized representative and signed in token of acceptance by the Contractor or his authorized representative. 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

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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 one month of the completion of work. No further claim shall be allowed by RFCL after this period. 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

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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, PF, ESI, Bonus, Leave Payment, however no escalation/de-escalation will be paid on the contract profit margin.

ii) The escalation/de-escalation in wages, if any will be reimbursed as per following formula:

Formula=Billed Amount *0.85*Wt.avg. factor

For example- Calculation of Minimum Wages Impact as given below:

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

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* 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 revision, 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 month stipulated as per GST Law of succeeding year in which supply was made or date of filing of 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.

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

1.32.0 Scrap Allowance:

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

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

1.33.0 **ISSUE OF MATERIAL FROM RFCL**:

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

1.34.0 **Issue of Gas Cylinder**:

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

a) Invoice price of gas.

b) Rent for each Cylinder per day.

c) Department charges.

d) Cost of collection and return of empty Cylinder.

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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 (Telanganna) generally where the contract is being executed.

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 bidder 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

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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.

This will however not relieve the contractor of any statutory obligation. 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 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 of Rs.200.00 at Ramagundam, 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 Performa which is specified by RFCL in NIT.

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.

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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 Contract 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,

b. Abandons the work OR

Persistently disregards the instructions of the OWNER in contravention of any provision of the CONTRACTOR OR

c. persistently fails to adhere to the agreed program of work

Or

d. Sublets the work in whole or in part there of without OWNER's consent in writing.

e. Performance is not satisfactory or work is abnormally delayed.

f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the OWNER 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 Owner.

k. Failure to submit the PF code and Labour license, if applicable, before start of work

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Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination (except clause 1.45.1 (k)), excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to RFCL, up to the date of termination. In case of termination of this contract on its expiry or otherwise, the staff deployed by the Contractor will have no claim for any employment in the regular / or any other capacity in RFCL.

1.45.2 Consequences of Termination:

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

a. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.

b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.

d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

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

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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 from time to time, has been made in accordance with the Minimum Wages Act. Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the quoted rates of the Contractor. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of fulfilment of statutory requirements such as PF, ESI,Bonus leave payment etc. by the contractor. Further, the contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case contractor fail to do so, RFCL being the Principal Employer will disburse the payment to his 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-VIII) on

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a non-judicial stamp paper as notified by Telangana State Government (Presently Rs.500.00) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).

1.56.0 "If a Bidder resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, RFCL reserves the right to debar such Bidder from participation in the present/future Bids up to period of 2 years".

1.57.0 Time Limit for Any Claim:

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

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

1.59.0 Priority of documents:

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

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

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ANNEXURE-VI

Undertaking on Bidder's letterhead: -

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

i) That our Institution/sister concern etc. has not been blacklisted or put on holiday by any Institutional Agency/Government Department/Public Sector Undertaking.

ii) That no other Institution/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for the job.

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

I/We are hereby confirm that the above details are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Seal & Signature of Bidder

Bidder's Initial & Seal

ANNEXURE-VII

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

(To be prepared on Stamp paper of Rs.500 issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between_____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in India under Companies Act, 2013 and having its registered office at **3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066**, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____(hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs._____.

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

NOW THIS DEED WITNESSES AS FOLLOWS :

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs._____at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No.

Bidder's Initial & Seal

_____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No._____dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____day of _____2019

Bidder's Initial & Seal

ANNEXURE-VIII

Proforma for Indemnity Bond

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

(on a non-judicial stamp paper as notified by Telangana State Government (Presently Rs.500.00))

This DEED OF INDEMNITY made between M/s ....having its registered office at .....and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED , a company incorporated under the Indian Companies Act and having its registered Office at **3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066** (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part

WHEREAS the Owner has placed a Work Order No. .....on the Contractor for ....and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of .....

.....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOWTHIS DEED WITNESSETH AS FOLLOWS

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

Dated :

Bidder's Initial & Seal

Annexure-IX

FORM OF CONTRACT

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the -------- day of ---------- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

a) This agreement of contract;

b) NIT/Tender documents;

c) Acceptance of Tender;

d) Letter of Intent dated ----------;

e) Work Order dated ---------; and

f) Further amendments, if any.

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

Bidder's Initial & Seal

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 Bathinda district of Punjab (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

Bidder's Initial & Seal

be deemed to be a waiver of such right, remedy, obligation or liability as the case may be, by the owner and notwithstanding such failure or delay, the owner shall be entitled at any time to enforce such right, remedy, obligations or liability, as the case may be.

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 ARBITRATION

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

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

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

IN WITNESS WHEREOF the parties hereto executed this contract on ----the day of --------, 2016 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. 2.	1. 2.

Bidder's Initial & Seal

PART-A

SOR Items for ARC of Instrument Maintenance Jobs during 2019-20

Sr. No.	DESCRIPTION OF JOBS	Unit	Qty.	Unit Rate Rs./Unit	Amount (Rs.)
1	2	3	4	5	6=(5x4)
1a)	Removal of Control Valves from pipelines at all elevations in plant,Pr. Rating upto and including 600 LBS & Valve Body size upto and including 2"	Nos.	40	200	8000
b)	Fixing of Control Valves at all elevations in Plant after repairs, End connections to be cleaned and new Gaskets to be provided,Pr. Rating upto and including 600 LBS & Valve Body size upto and including 2"	Nos.	40	300	12000
c)	Removal of Control Valves from pipelines at all elevations in plant, Pr. Rating > 600 LBS & Valve Body size upto and including 2"	Nos.	20	400	8000
d)	Fixing of Control Valves at all elevations in Plant after repairs, End connections to be cleaned and new gaskets to be provided, Pr. Rating > 600 LBS & Valve Body size upto and including 2"	Nos.	20	500	10000
e)	Transportation of Control Valves to & from Workshop.(Test Place) Of any Rating & Valve Body size as under :				
i)	upto and including 2"	Nos.	40	50	2000
ii)	above 2", upto & including 4"	Nos.	50	60	3000
iii)	Above 4" size to all sizes.	Nos.	30	30	900
2 a)	Removal of Control Valve from Bonnet & Refixing, old Gasket to be removed & new Gasket to be provided. Valve Body size upto & including 6"	Nos.	40	400	16000
b)	Removal of Control Valve from Bonnet & Refixing, old gasket to be removed & new gasket to be provided. Valve Body size above 6", upto & including 24".	Nos.	30	500	15000
c)	Removal & Fixing of Actuator of control valve.Valve Body size upto & including 8"	Nos.	30	250	7500
d)	Removal & Fixing of Actuator of control valve.Valve Body size above 8", upto & including 24"	Nos.	25	400	10000
e)	Removal of Valve positioner From Control Valve all types and Sizes.	Nos.	80	100	8000
f)	Fixing of Valve positioner From Control Valve all types and Sizes.	Nos.	80	150	12000
g)	Removal of SOLENOID VALVES including Electrical/ Pneumatic Connections of all types and Sizes.	Nos.	100	75	7500
h)	Fixing of SOLENOID VALVES including Electrical/ Pneumatic Connections of all types and Sizes.	Nos.	100	75	7500
i)	Removal of Valve LIMIT SWITCH assemblies including Electrical Connections of all types	Nos.	100	75	7500
j)	Fixing of Valve LIMIT SWITCH assemblies including Electrical Connections of all types	Nos.	100	75	7500
k)	Removal of Volume Booster or Pnuematic of Control Valves of all types	Nos.	40	50	2000
l)	Fixing of Volume Booster or Pnuematic of Control Valves of all types	Nos.	40	50	2000
m)	Transportation of Actuator to & from Workshop (Test Place) of any Rating & size	Nos.	40	50	2000
n)	Removal of Air Filter Regulator all Sizes and Types.	Nos.	60	50	3000
o)	Fixing of Air Filter Regulator all Sizes and Types.	Nos.	60	50	3000
3 a)	Laying of Inst Air headers lines of 1/2" size of ss pipe from Air Header to Consumption Point By Threaded Pipe Fabrication.	Mtrs.	25	50	1250
b)	Laying of Inst Impulse Pipe lines of 1/2" size SS/ CS Pipe after Fabrication.	Mtrs.	50	70	3500
4	Removal of Different Type Flow Meters (Magnetic/ Mass/Flange Rotameters/Ultrasonic)				
a)	size upto & including 4" Irrespective of Pr. Rating	Nos.	20	200	4000
b)	Transportation to & from W/shop (Test Place) of Different Type Flow Meters (Magnetic/Mass/Flange Rotameters/Ultrasonic) irrespective of Pr. Rating & Size.	Nos.	20	50	1000
c)	Fixing of Different Type Flow Meters (Magnetic/Mass/Flange Rotameters/Ultrasonic) size upto & including 4" Irrespective of Pr. Rating.	Nos.	20	250	5000
5 a)	Removal of orifice plates at all elevations in the plant and provision of new gaskets,for following Line size upto & including 4",all pressure ratings	Nos.	15	200	3000
b)	Fixing of orifice plates at all elevations in the plant and provision of new gaskets,for following Line size upto & including 4",all pressure ratings	Nos.	15	300	4500
6	Fabrication, clamping, supporting, painting of inclined sheds on junction boxes and instruments etc. made of MS angle & aluminum sheet .				
a)	Size 3 feet x 2 feet	Nos.	20	200	4000
b)	Size 4 feet x 2 feet	Nos.	20	225	4500
7 a)	Complete fixing of RADAR/displacer type/ capacitance type/ magnetic type / Cappilary type /level transmitters, level gauges, level switches(all sizes and pressure ratings) from various vessels at all elevations in the plant, and to provide new gaskets.	Nos.	30	200	6000

SOR Items for ARC of Instrument Maintenance Jobs during 2019-20

Sr. No.	DESCRIPTION OF JOBS	Unit	Qty.	Unit Rate Rs./Unit	Amount (Rs.)
b)	Complete removal of RADAR/displacer type/ capacitance type/ magnetic type / Cappilary type /level transmitters, level gauges, level switches(all sizes and pressure ratings) from various vessels at all elevations in the plant, and to provide new gaskets.	Nos.	30	150	4500
c)	Transportation to & from Workshop (Test Place) of Radar/displacer type/ capacitance type/ magnetic type / level transmitters, level gauges, level switches(all sizes and pressure ratings) from various plants.	Nos.	30	50	1500
8 a)	Removal of power cylinders of dampers/control valves etc.				
i)	upto and including 3" dia.	Nos.	30	150	4500
ii)	above 3" upto and including 6" dia.	Nos.	15	250	3750
8 b)	Fixing of power cylinders of dampers/control valves etc.				
i)	upto and including 3" dia.	Nos.	30	250	7500
ii)	above 3" upto and including 6" dia.	Nos.	15	300	4500
8 c)	Transportation to & from Workshop(test Place) of Power Cylinder :				
i)	upto and including 3" dia.	Nos.	30	50	1500
ii)	above 3" upto and including 6" dia.	Nos.	15	50	750
9	Laying of cable trays with proper angle iron supports(welding & grouting included), for following sizes of trays :-				
a)	50 mm wide cable tray	Mtrs.	350	35	12250
b)	100 mm wide cable tray	Mtrs.	100	40	4000
c)	150 mm wide cable tray	Mtrs.	120	45	5400
d)	300 mm Wide cable tray	Mtrs.	200	50	10000
10 a)	Laying and clamping of armoured signal,power, conduite pipes or thermocouple extention cables (armoured) with conductor size upto 2.5 mm² on cable trays/ Angle/Ducts with proper glanding at both ends of following sizes :-				
i)	2/3/4 core x 0.5/1.5 mm²	Mtrs.	1000	15	15000
ii)	12/19/24 core x 0.5/1.5 mm²	Mtrs.	1000	20	20000
b)	Clamping & fixing of already layed cable in various plants of following sizes having bunch up to 10-15 cables :				
i)	2/3/4 Core x 0.5/1.5 mm²	Mtrs.	500	5	2500
ii)	12/19/24 Core x 0.5 /1.5 mm²	Mtrs.	500	10	5000
11	Laying and clamping of SS tubes in trays/ducts/angles, making connections at both ends using compression fittings., leakage checking and rectification Tubes in following sizes :-				
a)	6 mm OD SS tube	Mtrs.	300	40	12000
b)	8 mm OD SS tube	Mtrs.	200	45	9000
c)	10 mm OD SS tube	Mtrs.	200	50	10000
d)	12 mm OD SS tube	Mtrs.	300	60	18000
12 a)	Removal of analyser cylinders of all sizes from analyzer including transportation to store	Nos.	20	100	2000
b)	Installation of analyser cylinders of all sizes with respective analyser including transportation from store	Nos.	20	100	2000
c)	Analyzers Sample filters cleaning and replacement	Nos.	50	50	2500
d)	Sample Coolers Cleaning and boxingup	Nos.	50	100	5000
e)	Removal Of pH meters/ Conductivity Meters	Nos.	20	75	1500
f)	Fixing Of pH meters/ Conductivity Meters	Nos.	20	75	1500
g)	Removal of Gas detecors any type any any gas	Nos.	20	100	2000
h)	Fixing Of Gas detecors any type any gas	Nos.	20	100	2000
13 a)	Removal of 2/3 way Ex. Proof junction boxes. The job includes removal of cables	Nos.	15	75	1125
b)	Fixing of 2/3 way Ex. Proof junction boxes. The job includes Mounting of new junction box after fabrication and painting of new mounting bracket and cable glanding.	Nos.	15	125	1875
14 a)	Removal 6/8/12 way Ex. Proof junction boxes. The job includes removal of cables from old junction boxes.	Nos.	15	100	1500
b)	Fixing of 6/8/12 way Ex. Proof junction boxes. The job includes mounting of new junction box after fabrication and painting of new mounting bracket and cable glanding.	Nos.	15	150	2250
15 a)	Fixing of Flange type isolation valves of level trolls, level gauges, level switches at all elevations in the plant, cleaning of end connections and providing new gaskets.Size upto and including : 50 NB, PN 250.	Nos.	40	75	3000
b)	Removal of Flange type isolation valves of Level Trolls, Level Gauges and Level Switches at all elevations in the plant and providing blind flanges. Cleaning of end connections and new gaskets to be provided.Size upto & including : 50 NB, PN250.	Nos.	40	75	3000

SOR Items for ARC of Instrument Maintenance Jobs during 2019-20

Sr. No.	DESCRIPTION OF JOBS	Unit	Qty.	Unit Rate Rs./Unit	Amount (Rs.)
c)	Removal of 1/2" Threaded Isolation of Any Type and rating	Nos.	40	25	1000
d)	Removal of 1/2" Threaded Isolation of Any Type and rating	Nos.	40	25	1000
16 a)	Removal of Normal Differential Pressure/Pressure transmitters of any rating	Nos.	100	100	10000
b)	Fixing of Normal Differential Pressure/Pressure transmitters of any rating	Nos.	100	150	15000
17 a)	Removal of Seal type Differential Pressure/Pressure transmitters of any rating any size	Nos.	40	150	6000
b)	Fixing of Seal type Differential Pressure/Pressure transmitters of any rating any size	Nos.	40	200	8000
18 a)	Removal of Temperature transmitters Including of cables and cable glands	Nos.	100	100	10000
b)	Fixing of Temperature transmitters including of cables and cable glands	Nos.	100	150	15000
19 a)	Removal of Pressure gauges/ Temperatureguages with out capillaries	Nos.	200	50	10000
b)	Fixing of Pressure gauges / temperature guages with out capillaries	Nos.	200	50	10000
c)	Removal of Pressure gauges / Temperature guages with capillaries any size and any rating.	Nos.	50	100	5000
d)	Fixing of Pressure gauges / Temperature guages with capillaries any size and any rating	Nos.	50	125	6250
e)	Removal of Thermowell Threaded or Flanged any size and any rating.	Nos.	50	40	2000
f)	Fixing of Thermowell Threaded or Flanged any size and any rating.	Nos.	50	50	2500
g)	Transportation of Diaphragm seal type differential pressure / pressure transmitter/Pr. Gauge with cappillary/ temperature guage with capillary to & from Workshop (Test Place)	No.	20	50	1000
h)	Transportation of Normal differential pressure / pressure transmitter/Pr. Gauge / temperature guage to & from Workshop (Test Place)	No.	400	30	12000
20	Fabrication of mounting frames and supports for instruments from angle irons/flats/channels or pipes, applying primer & painting the fabricated frames/supports.	Kgs	1800	10	18000
21 a)	Tightening of flange of control valve, valve body size up to and including 4 "	No.	60	500	30000
b)	Replacement of flange gaskets on both sides of control valve , valve body size upto and including 4"	No.	60	500	30000
22	Cleaning Of control Panels / JB's/ Field instrumenmts				0
a)	Local Junction Boxes	No.	100	25	2500
b)	Local Control Panels	No.	50	50	2500
c)	DCS /ESD Control Racks	No.	1000	40	40000
d)	Operator Consoles / Monitors	No.	250	20	5000
e)	Field Mounted Guages& Transmitters	No.	1000	10	10000
f)	Cleaning of gas detectors any type and any size	No.	250	50	12500
23	**Total Value Rs.**				639300.00
24	Percentage of increase (+)/ decrease (-), To be filled in Numerics			__ %	
25	Percentage To be menioned in words				
26	**GST as applicable % rates**			_ _%	
27	GST % To be mentioned in words				
28	**Total Value Rs. (Including GST and Contractor's Margin)**				

Note : Percentage of increase (+)/ decrease (-), To be filled (+) or (-) at Sl No. 24

Manpower Price SOR format

Scope of Work/Performa for Quoting Rates for AMC of Instrument Maint. during 2019-20

PART B

Sr. No.	DESCRIPTION	Unit	Qty.	Total Wages per Day (Rs.)	EPF@ 13.0 % On basic Wages	ESI @ 3.25% On Basic Wage	Bonus @ 8.33% of Basic	Leave Payment @ 5%	Total Wages per Day (Rs.)	Total Amount (Rs.)
1	2	3	4	5	6=5x13%	7=5x3.25%	8=5x8.33%	9=6x5%	10=(5 to 9)	11=(10x4)
1	Assistance for execution of intermitent instrumentation maintanence jobs including upkeeping & cleaning of various instruments & equipment installed in plant for reliable & trouble free operation,during Pre Commissioning, Loop checking, commissioning, Startup, normal running/short shut down/unforseen breakdown and shut down during round the clock maintenance.									
a)	Unskilled labour	Man days	3200	390	51	13	32	20	506	1619200
b)	Electrician for Panel / JB wiring ,thimbleing & glanding jobs (Skilled)	Man days	600	551	72	18	46	28	715	429000
c)	Welder Non-IBR(Skilled)	Man days	150	551	72	18	46	28	715	107250
d)	Gas Cutter(Skilled)	Man days	150	551	72	18	46	28	715	107250
e)	Rigger (Skilled)	Man days	150	551	72	18	46	28	715	107250
f)	Fitter Mechnical(Skilled)	Man days	600	551	72	18	46	28	715	429000
g)	Fitter Inst & tubing(Skilled)	Man days	600	551	72	18	46	28	715	429000
	Total Basic Value of Contract Rs.							**PART "B"**		**3227950**
	Estimated Service Charge in % or Percentage Profit Margin				To be filled in numbers				__ %	
					(Margin Percentage In Words_____)					
	GST as applicable % rates				To be filled in numbers				__ %	
	Total Value of Contract Rs. (Including GST & Contractor's Margin)									

Note : The rates above indicated are based on Minimum wages Notification dt 27.03.2019 w.e.f 01.04.2019