

RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED

(A Joint Venture of NFL, EIL & FCIL)

Fertilizer City – 505 210, Ramagundam,

Pedapalli (Dist.), Telangana State.

Email : rfcl.ramagundam@rfcl.co.in

Ref. No: RFCL /SITE/MECH/CONT-14/ARC HVAC

Date: 01/01/2020

Sub: Tender for “Annual Rate Contract (ARC) for Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of one year”

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





Ramagundam Fertilizers and Chemicals Ltd.
रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

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

Site office: Fertilizers city, Ramagundam – 505210, Distt: Pedapalli, Telengana

Telephone: +91 8728 257488, E mail: rfcl.ramagundam@gmail.com

GSTIN No: 36AAHCR2335P1ZY, CIN No. U24100DL2015PLC276753

NOTICE INVITING TENDER

Ref. No: RFCL /SITE/MECH/CONT-14/ARC HVAC

Dated, 01/01/2020

To,

Sub: Notice Inviting Tender for Annual Rate Contract (ARC) for Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of one year.

Dear Sirs,

Sealed Bids are invited in two-part bid system for the work as detailed below:

1. Name of Work

Tender for **Annual Rate Contract (ARC) for Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of one year**

2. Earnest Money Deposit

Bidder to submit Earnest Money of value given below in the form of A/c Payee Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam. Tenders received without EMD are likely to be rejected. Bidders registered under NSIC/MSME Act are exempted from submission of EMD detail in GTCC Cl. No. 18.0.

Earnest Money: Rs. 50,000.00 (Rupees Fifty Thousand only)

3. Tender Fee

Rs. 750/- (Rupees Seven Hundred and Fifty only) inclusive of GST in the form of Crossed / A/c payee Demand Draft in favor of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam

Tender can be downloaded from RFCL website or can be collected by hand against stipulated tender fee. In case of downloading, tender fee to be submitted during bid submission

4. **Contract Validity** One year from the date of issue of Letter of acceptance and extendable for another 3 months if mutually agreed.
5. **Validity of the Tender** **120 days** from the Date of Opening of Tender.
6. **Last Date & Time for Receipt of Bids** 01/02/2020 up to 15:00 Hrs.
7. **Date & Time for Opening of Bids** 01/02/2020 at 15:30 Hrs.
8. **Place of Receipt and Opening of Bids** **"Office of General Manager (Mech.), technical building, Ramagundam fertilizer and chemical ltd. Fertilizer City, Ramagundam. 505210**
9. The rate should be quoted in the Units given in the Schedule of Rates (SOR), both in figures as well as words. In case of any discrepancy, the amount quoted in words shall be treated as final. When there is discrepancy between rate quoted by bidder and amount, 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 have to be authenticated with signatures at all places.
10. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
11. **Procedure for Submission of Tender:**

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

11.1 Envelope No. 1:

Will be super scribed "**Earnest Money**" and shall contain either of earnest money deposit of **Rs. 50,000.00** (Rupees Fifty Thousand only) and **Rs.750/- (Rupees Seven hundred fifty only)** as Tender fee in case of tender documents downloaded or earnest money deposit of **Rs. 50,000/- (Rupees Fifty Thousand only)** in case of tender fee already paid against hard copy of tender documents.

11.2 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.

11.3 Envelope No. 3:

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

The three envelopes should in turn be put together in a separate envelope duly super scribed with "**Annual Rate Contract (ARC) for Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of one year.**"



12. Opening of Tender:

The Tender shall be opened as under:

12.1 Envelope No. 1:

Super scribed '**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.

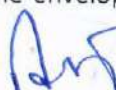
12.2 Envelope No. 2:

Super scribed "**Techno Commercial Bid (Unpriced)**" shall then be opened of only those parties who have submitted the EMD & Tender Cost or MSME certificate in related field if applicable and discussion would be carried out with the respective Bidders for clarifications, if any.

12.3 Envelope No. 3:

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

13. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected
14. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
15. The tender shall be filled in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language. If any documents in a language other than English, the bidder shall submit the duly notarized copy of the translation in English.
16. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
17. "Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head will not be allowed on the grounds that offer was not signed by authorized person. In such case EMD shall be forfeited.
18. One person will be allowed to represent only one company during tender opening. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation.
19. 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.
20. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected. Tenderer shall submit along with the tender's full particulars of their institution along with experience. The following documents are to be submitted with the Tender in the envelope No. 2, failing which the tender will be liable for rejection:

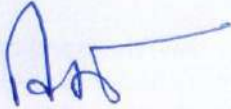


- a) Duly signed and stamped tender document including blank price bid/SOR mentioning quoted/not quoted against each item of SOR
 - b) Copy of Permanent Account Number (PAN) issued by Income Tax Deptt.
 - c) Copy of GST Registration No. along with documentary proof thereof.
 - d) Documentary proof for PF & ESI Registration Number
 - e) Documentary proof for Labour License or Undertaking as per Declaration form-II
 - f) Supporting documents as per the Eligibility Criteria as mentioned in Annexure – III in NIT.
 - g) Power of Attorney in the name of person, if required, who has signed the Tender Documents.
 - h) Any other document required.
21. Currently, the RFCL factory is in final phase of construction activities. The HVAC & PAC systems shall be commissioned progressively and shall be handed over to the successful contractor for maintenance at any time during contract period. The agreed rates shall be paid to the contractor from the date of handover of the system to the contractor. The bidder may visit and examine the HVAC & PAC systems at RFCL-Ramagundam site before bidding.
22. The Tender shall be addressed to **General Manager (Mechanical), Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam – 505 210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

For M/s. Ramagundam Fertilizers & Chemicals Ltd.



(V K BANGAR)

General Manager (Mech.)

E-mail: vkbangar@rfcl.co.in

Mob: 94257 20127

V K BANGAR
General Manager (Mech)
RFCL, Ramagundam - 505 210
Dist. Peddapalli, Telangana State

Encl: Annexure-I to Annexure- XI

DECLARATION FORM -IDECLARATION FOR SUBMISSION OF TENDER FORM

To

General Manager (Mechanical)

Ramagundam Fertilizers & Chemicals Ltd.

Ramagundam – 505 210 (TS)

Sir,

I/We hereby submit tender for “ **Annual Rate Contract (ARC) for Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of one year** ” 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 **Annexure-XII** in attached schedule of rates in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

I/We hereby agree to abide by and fulfill all terms and conditions referred to in the Tender Document /Work Order 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. 50,000.00 (Rupees Fifty Thousand only)** vide Demand Draft No. _____ dated _____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable to MSME/NSIC registered as referred in NIT).

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

If, I/We fail to start execution of the said contract in the time, specified in the tender documents or fail to deposit the amount of security deposit specified in the Tender Document, I/We agree that Ramagundam Fertilizers 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 _____ 2020

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address _____

Mobile/Telephone No. _____

DECLARATION 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							
i)	Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention)							
	(Please attach duly attested partnership deed (latest) by Notary public/Self attested registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).							
4.	Year of Establishment & Registration No along with documentary proof if any							
5.	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details) <table border="1"> <thead> <tr> <th>Name & Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
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 ____%	CGST ____%	SGST ____%
12.	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	Agreed		
13.	ESI Registration No. of the bidder to be intimated along with Documentary proof thereof.			
14.	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date. Registration should have the job mentioned in the tender			
15.	Labour license no. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format “ In case this job is awarded to us i.e. M/s_____, we shall obtain Labour License from the appropriate Licensing Authorities i.e. Central / State Government , as applicable from time to time , under the Contract Labour (R &A) Act, 1970 &the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL, Ramagundam. If we fail to submit labour license before start of execution work, we agree for forfeiture of EMD/SD and termination of Contract by RFCL”	Not Applicable		

Dated the _____ day of _____ 2019

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address _____

Mobile/Telephone No. _____

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

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

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

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:

Date:

Signature of authorized officer of the Bank**(OR)**

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

DEFINITIONS OF TERMS

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

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

15. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
17. "GTCC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

ELIGIBILITY CRITERIA for the Annual Rate Contract for Maintenance and Up keeping of HVAC's Systems, Package Air-conditioning systems at RFCL, Ramagundam Site for a period of one year.

A. Technical Eligibility criteria

1. The bidders shall submit documentary evidence with respect to experience of having successfully completed "Similar works" in Chemical/Petro-chemical/Fertilizer Industry/Power Plants etc. "Similar work" means maintenance of central air conditioning systems, Package air conditioners employing the same technology, nature of job and skill based on similar experience as defined in Scope of Work of Tender Documents and Schedule of Rates (but quantities can vary).
2. Experience of having successfully completed similar works during the last seven years, ending last day of month previous to the one in which application are invited, should be either of the following:
 - i. One similar completed work costing not less than Rs. **30.47 lakhs** (excluding taxes) **(OR)**
 - ii. Two similar completed works costing each not less than Rs. **19.04 lakhs** (excluding taxes) **(OR)**
 - iii. Three similar completed works costing each not less than Rs. **15.23 lakhs** (excluding taxes)

B. Financial criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e. 31.03.2019 should be at least **Rs. 11.42 lakhs (excluding taxes)**

C. Documents to be submitted in support of eligibility criteria

1. Self-attested copies of Purchase/Work Orders in support of Clause A.1 & A.2 of the technical criteria with full technical & commercial details including work order value along with the completion certificate from the concerned organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.
2. Relevant Experience is to be taken for one-year period. If the contract period of the completed work order is more than one year then the Contract value shall be interpolated for one year. However, if the contract period is less than one year, the executed value will not be extrapolated.
3. Self-attested copies of Audited Balance sheet and P & L for the last three years ending on 31st March of 2019 (FY.2016-17, 2017-18 & 2018-19) in support of clause **B.1.**

D. 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 technically suitable and agrees to all other terms and conditions as 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.
- d. Bidders are requested to quote their service charge/ profit margin in % (percentage) as well as in absolute amount. In case of any discrepancy, the Service Charge/ Profit Margin quoted by bidder in % age will be treated as final.
- e. Bidders shall quote contractor's service charges/profit margin up to TWO decimals only. The bidder shall note that, in case the bidder quotes service charges/profit margin percentage with more than two decimals, only first TWO decimals of the quoted service charges/ profit margin shall be considered for evaluation. The absolute amount shall be calculated accordingly.
- f. If two or more bidders' profit margin happen to be same, then the successful bidder will be selected through on the basis of highest average turnover of last 3 years among the bidders who have quoted same lowest profit margin.
- g. Service charge/ Profit Margin/ Administrative charges quoted by the bidders necessarily has to be over and above zero percent. Further, zero percent includes all derivatives of zero up to 0.9999 % and thereof. (which means contractor's service charge/profit margin shall not be less than 1.00%) as contractor's service charge/ profit margin will be rejected summarily. Any service charges not adhering to these guidelines shall be considered unresponsive and such bid shall not be considered.

Annexure IV

A.1 Scope of Work

A.1.1 The scope of work includes Up Keeping & Maintenance of all the complete Central / Package Air conditioning plants in the below broadly indicated areas and detailed in the SOR :

A.1.1.1 The central AC systems located at:

1. Substation 1 (SS1),
2. Substation 2 & 3 (SS 2&3) and
3. Main Control Room (MCR)
4. Bulk Flow Cooler Package (Maintenance Only)

The list of equipment:

Sr. No.	Location	Description	Capacity	Qty.	Make
1.1	Substation 1	Screw Chillers - Water cooled	110 TR	2W+1S	Kirloskar
1.2		Chilled Water Pumps	60CMH, 20m head	2W+1S	Kirloskar
1.3		Chemical Filter Unit 1	2200CFM	1	Bry Air
1.4		Chemical Filter Unit 2	1542CFM	1	Bry Air
1.5		Chemical Filter Unit 3	350CFM	1	Bry Air
1.6		Air Handling Unit 1	39000CFM	1	Edgetech
1.7		Air Handling Unit 2	34000CFM	1	Edgetech
1.8		Air Handling Unit 3	25000 CFM	1	Edgetech
2.1	Main Control Room	Screw Chillers - Water cooled	90 TR	2W+1S	Kirloskar
2.2		Chilled Water Pumps -	50CMH, 15m head	2W+1S	Kirloskar
2.3		Chemical Filter Unit 1	1350CFM	1	Bry Air
2.4		Chemical Filter Unit 2	1350CFM	1	Bry Air
2.5		Chemical Filter Unit 3	1275CFM	1	Bry Air
2.6		Air Handling Unit-1 (AHU-1)	36000CFM	1	Edgetech
2.7		AHU-21	11600CFM	1	Edgetech
2.8		AHU-22	11700CFM	1	Edgetech
2.9		AHU-22A	1700CFM	1	Edgetech
2.10		AHU-22B	2200CFM	1	Edgetech
2.11		AHU-22C	4700CFM	1	Edgetech
3.1	Substation 2&3	Screw Chillers - Water cooled	60 TR	2W+1S	Kirloskar
3.2		Chilled Water Pumps -	32CMH, 10m head	2W+1S	Kirloskar
3.3		Chemical Filter Unit 1	2000CFM	1	Bry Air
3.4		Chemical Filter Unit 2	1350CFM	1	Bry Air
3.5		Air Handling Units	22500CFM	2	Edgetech
4.1	Bulk Flow Cooler (Maintenance only)	Water cooled chillers	15.6TR	1W+1S	
4.2		Chilled Water Pumps	7.5CMH 30m head	1W+1S	Indus
4.3		AHU with 2 blowers (1W+1S)	1000Nm ³ /h r at 700mm WLC	1W+1S	Nadi
4.4		Chilled Water Pumps (Supply)	7.5CMH,	1W+1S	KSB

Sr. No.	Location	Description	Capacity	Qty.	Make
			30m head		
4.5		Chilled Water Pumps (Return)	7.5CMH, 30m head	1W+1S	KSB
4.6		Heater bank	26kW	1W+1S	Escorts/Indus

A.1.1.2 The packaged AC systems located at:

5. Substation 4 (SS4)
6. Substation 5 (SS5)
7. Substation 6 (SS6) and
8. Water Block – Control Room
9. Bagging Control Room
10. Switchyard Control Room
11. Analyzer Shelter (Reformer Area)

The equipment list:

No.	Location	Description	Capacity	Qty.	Make
1.1	Substation 4	Water cooled package AC Refrigerant R407c	16.5TR, 7940CFM	1W+1S	Vertiv
1.2		Chemical Filter Unit	250 CFM	1	Bry Air
2.1	Substation 5	Water cooled package AC Refrigerant R407c	8.75TR, 4000CFM	2W+1S	Vertiv
2.2		Chemical Filter Unit	250 CFM	1	Bry Air
3.1	Water Block	Substation 6:			
3.2		Aircooled package AC	8.75TR	2W+1S	Bluestar
3.3		Chemical Filter Unit	-	1	Purafil
3.4		Control Room:			
3.5		Aircooled package AC	16.5TR	2W+1S	Bluestar
3.6		Chemical Filter Unit	-	1	Purafil
4.1	Bagging Control Room	Water cooled package AC Refrigerant R407c	15.6TR	2W+1S	Vertiv
4.2		Chemical Filter Unit	-	1	Bry Air
5.1	Switchyard Control Room	Water cooled package AC Refrigerant R407c	16.5TR, 7940CFM	2W+1S	Vertiv
5.2		Chemical Filter Unit	1500 CFM	1	Bry Air
6.1	Analyser Shelter (Reformer Area)	Aircooled package AC Refrigerant R134a	3TR	1W+1S	Axis Solutions
6.2		Chemical Filter Unit	-	1	Indus Air

A.1.2 The scope of work is not limited to the above mentioned items but also includes the O&M of the connected equipment of the air conditioning system such as water cooled condensers, winter heaters, monsoon re-heaters in the ducts, volume control dampers, fire and smoke dampers, humidifiers, pressurisation vessel, ducting system, grills, diffusers etc. or any other item which form the part of the air conditioning system.

A.1.3 All the specifications & technical details regarding Air Conditioning Units for Up Keeping & maintenance can be had from Engineer-in-charge as and when required.

A.1.4 The Contractor shall have to upkeep and maintain all the Air Conditioning Units installed at our RFCL site in consultation with Shift-in-charge of the respective Plants. All the data should be noted

in the Standard Performance/Log book and has to be produced as and when required by the Engineer-in-charge. The contractor shall maintain all records required for ISO 9001 like all log books, daily report, complaint register, break down report etc. as per instruction of Engineer-in-charge.

- A.1.5 The contractor shall deploy persons at THREE places for Up Keeping and monitoring of Central AC Plants in all three shifts round the clock basis throughout the currency of the contract
1. MCR, Analyzer Shelter (One operator per shift and three shifts in a day)
 2. SS1, SS 2 &3, Switchyard Control Room (One operator per shift and three shifts in a day)
 3. SS 4, SS 5, SS 6, Water Block-Control Room & Bagging plant Control room (One operator per shift and three shifts in a day)
- A.1.6 The contractor shall ensure the presence of Persons for up keeping in above mentioned areas in all three shifts on round the clock basis. No point should be left unmanned at point of time.
- A.1.7 The Contractor shall depute a full-time supervisor.
- A.1.8 The contractor shall depute two groups with each group consisting one trained technician cum electrician and one helper in the general shift to carry out the schedule / routine & breakdown maintenance of Central AC Plants and PAC units so that the units are kept in operational condition. However, number of technicians and helpers required may be increased to meet the maintenance job requirements
- A.1.9 The contractor shall ensure that Air Conditioning Units function properly and smoothly in all the three shifts during the contract period. The status report of functioning of AC Units shall have to be furnished to the shift-in-charge / representative of EIC for each shift by the contractor.
- A.1.10 The routine maintenance includes activities such as cleaning of filters, cleaning of equipment, checking & controlling of any leakage in the system and top up of the necessary refrigerant (R-134a for Water Cooled Screw Chiller Unit, and refrigerant R-407c for packaged AC units). Any loss of the refrigerant, top-up/make-up of refrigerant required during the Up Keeping of the central AC systems shall be provided by contractor. Contractor shall make availability of sufficient refrigerant R-134a/R407c at site to fulfill the requirement of the aforesaid equipment or requirement elsewhere in the factory after written confirmation of Engineer-in-charge. The Payment shall be made as per the actual for the actual quantity of the refrigerant charged. However, if the loss of refrigerant is due to the fault of the contractor, the contractor has to make up the refrigerant. In this case, the decision of Engineer In Charge is the final and to be accepted by the contractor.
- The scope of Refrigerant filling will be supply of refrigerant, leak test before filling, flushing of line with nitrogen if required, filling the refrigerant to the specified level and leak testing after filling.
- A.1.11 The contractor shall have to take up both preventive as well as break down maintenance jobs. The Engineer-in-charge will give instructions regarding jobs to be carried out as and when requirement arises at the site. The Contractor shall have to carry out the jobs in consultation with Engineer-in-charge and jobs have to be completed in all respect to the satisfaction of Engineer-in-charge.
- A.1.12 The contractor shall make his own arrangement for tools and tackles including coupling puller, vacuum pump, condensing unit, gas welding set, testing equipment like Meggar Meter, Tong Tester, Thermometer, Psychrometer etc. as required for the jobs. Brazing facilities including consumables required for attending any leakage would be arranged by contractor at his own cost.
- A.1.13 The Nitrogen gas for testing purposes and all Arc welding facilities along with all consumables shall be in the scope of the Contractor.
- A.1.14 The Contractor shall make necessary records for all free issue material such as lubricants, spares etc. and submit date wise statement every month. The necessary records of the spare parts used will be maintained by contractor and unused materials will be returned to RFCL stores. The

contractor shall have to make his own arrangements for transportation, handling etc of materials from RFCL stores to the site and back to stores.

The contractor shall be responsible for the safe custody of all the machines which are removed by him from their installed place for repairs. The contractor shall be fully responsible for all such RFCL machines and material under his custody and shall make adequate arrangements for their protection against damage, pilferage inclement weather, fire, other hazards etc. at his own cost.

- A.1.15 Contractor will be responsible to bring his staff inside the factory against a proper Gate Pass issued by the Security-RFCL. As and when any of the contractor's working staff holding the gate pass ceases to remain in service for this contract job, the corresponding Gate Pass of that person is to be immediately surrendered to Security-RFCL by the contractor. Failing compliance of this clause will be treated as breach of security rules.

A.1.16 Maintenance Schedule:

To ensure the proper functioning of the air conditioning systems, the contractor shall carry out all the required schedule maintenance jobs includes not limited to the following:

WEEKLY:

Cleaning of filters of Air Handling Unit and Chemical/Fresh Air Unit.

Cleaning of equipment.

Tightening/replacement of belts, if required.

Checking & tightening of electrical terminals.

Checking/tightening glands of chilled water pumps & valves.

Checking the system for leakage of gas.

Topping up of lubricating oil, if required.

MONTHLY:

Service of complete unit

Cleaning of Cooling Coils / Evaporators.

Cleaning of oil filter of compressor, if required.

Cleaning of suction line strainers of compressor

Cleaning of liquid line strainers.

Checking and tightening the foundation bolts of equipment.

Checking the correctness & calibration of all Safety/Automatic Controls and to be replaced, if defective.

Charging of additional refrigerant, if required.

SEASONAL:

De-scaling of condenser tubes and oil cooler tubes.

Charging compressor oil.

Checking the Valve Plates Assemblies and un-loader assemblies.

Checking of oil pump.

Checking bearing clearances.

Cleaning & greasing of all bearings.

Overhauling/Repair of the system, whenever required.

The contractor shall provide assistance to Electrical Department for maintenance of all electrical contractors, starters, switches etc. of local panels i.e. panel on package units.

General repair of Chillers, Condenser, Cooling coil, Ducts, Piping, Damper, Pumps, Fans, Pulley, V-belt, bearing etc. whenever required.

A.2 SCOPE OF RFCL:

- A.2.1 All AC units will be handed over to contractor in running condition and duly charged with refrigerant. At the time of expiry/termination of contract the contractor has to hand over all the

units in running condition and duly charged with refrigerant. In case he fails to do so, the cost of repair and make up refrigerant will be recovered from contractor's bill/S.D.

- A.2.2 **All Spares and Lubricating Oil required for the maintenance of Central AC systems and Package A.C System shall be in the scope of RFCL.** However, the replacement and other job execution shall be done by the contractor as per the instruction of Engineer in charge, without any extra cost to RFCL.
- A.2.3 All type of maintenance jobs including arresting of leakages shall be in the scope of Contractor.
- A.2.4 Repair of Electrical Motor, Panel and other electrical jobs for Central AC shall be in RFCL Scope of Work. However, assistance whenever required in the form of unskilled manpower shall be provided by the contractor as per decision of the Engineer-in-charge without any extra cost to RFCL.
- A.2.5 Instrument jobs such as, Modulator for Damper, PLC, Electronic device etc. shall be in the scope of RFCL. However, assistance whenever required in the form of unskilled manpower shall be provided by the contractor as per decision of the Engineer-in-charge without any extra cost to RFCL.
- A.2.6 The areas air-conditioned by Central/Package AC systems are to be maintained as under / OR as per the requirement of the Engineer-in-Charge:

S.No	Area	Desired Temperature
1	Main Control Room	23 ± 1 °C, 50± 5 % RH
2	Analyzer Room (Ref section)	24 ± 1°C, 50± 5 % RH
3	Substation 1	24 ± 1°C, 50± 5 % RH
4	Substation 2 & 3	24 ± 1°C, 50± 5 % RH
5	Switch Yard	24 ± 1°C, 50± 5 % RH
6	Substation 4	24 ± 1°C, 50± 5 % RH
7	Substation 5	24 ± 1°C, 50± 5 % RH
8	Substation 6	24 ± 1°C, 50± 5 % RH
9	Water Block Control Room	23 ± 1 °C, 50± 5 % RH
10	Bagging Control Room	23 ± 1 °C, 50± 5 % RH
11	Bulk Flow Cooler	24 ± 1°C, 50± 5 % RH

A.3 PENALTY

- A.3.1 In case the Temperature remains more than the limit specified in clause A.2.6, the Penalty as detailed below shall be imposed on the Contractor and recovery will be made from the running monthly bill:

S No	Period	Penalty
1	2 to 4 Days in a Plant in a Month	@ 4 % of Calculated Base amount for the respective plant
2	5 to 7 Days in a Plant in a Month	@ 8 % of Calculated Base amount for the respective plant
3	More than 7 Days in a Month	@ 10 % of Calculated Base amount for the respective plant

- A.3.2 Further if any of the working or stand-by units in any plant remains under breakdown for reasons solely attributable to the contractor and not rectified within 15 days a penalty of 5 % of respective monthly bill of the plant shall be levied. If the unit remains under breakdown for more than 30 days a penalty of 10 % of respective monthly bill of the plant shall be levied.

General Terms and Conditions of Contract

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

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

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

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

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

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

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

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

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

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

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

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

1.4.0 The Contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.

1.5.0 **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).

1.6.0 Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.

1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0

1.8.0 Earnest Money Deposit:

- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of **"Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam.** The Earnest Money and Tender Fees shall not be accepted in any other form except specified.
- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.

- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
- i. Withdraws or modifies offer in full or part during the validity period
 - ii. Failure of the bidder to 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 thereof.
- e) Tenders received late / delayed.
- f) Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives (i.e. not less than 1.00%) as contractor's service charge/ profit margin will be rejected summarily.
- g) Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.
- h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
- i) Ring tendering/Cartel formation

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

1.11.0 The Contractor shall at all times indemnify RFCL against any claim which may be made under the ESI Act 1948, regulation/ scheme or any statutory modifications

thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.

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

a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

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

c) Insurance Cover for Workmen:

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

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

CONTRACTOR shall at his cost and expense take out insurance policy from a suitable insurance company acceptable to owner and maintain for the entire

period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

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

Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.

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

1.14.0 The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and

charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the Contractor, RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.

- 1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.
- 1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.
- 1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.19.0 If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.

1.20.0 Quantum of Job:

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

- 1.21.0 **Rights of Owner (RFCL):** If the Contractor is unable to execute the work and any loss is incurred by the Contractor in this respect, it will be to the Contractor's account. The Company may also terminate the contract after giving 15 (Fifteen) days' notice, if in its opinion, the work under the contract is not being done to its satisfaction.

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

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

1.22.0 Validity and Extension of Contract:

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

1.23.0 FORCE MAJEURE:

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

1.24.0 Deleted.

1.25.0 RFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

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

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

1.27.0 Security Deposit:

- a. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- b. In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value.
- c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure VIII**).

- d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
- h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
- i. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 Period of liability (Defect Liability Period) :

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

- i. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.
- ii. Self-attested copy of ESI challan relating to previous month and its payment receipt.
- iii. Self-attested copy of the wage sheet

- iv. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).
- v. Self-attested copy of GST Deposit relating to previous month
- vi. Any other document if required as per NIT.

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

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

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

In case final bill is not submitted within 30 days, as specified above, the Engineer-in-Charge shall be at liberty to carry out their own

measurement/recording of work done and may make payment or recover balances based on such measurement/recording which shall be binding on the contractor.

d. Final Certificate:

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

1.30.0 Terms of Payment:

a. Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days.

b. All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

c. Escalation in Rates:

- i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.
- ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.
- iii. The escalation/de-escalation in wages, if any will be reimbursed as per following:
Formula= Billed amount *Wt.avg. factor*(% of labour component)

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

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

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

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

d. Tax Liability:

- The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.
- No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL
- Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.
- Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

e. Raising of Invoice/Bill:

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

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

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

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

f. Debit notes and credit notes:

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

g. Uploading of Taxable Invoices:

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

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

1.31.0 Preservation of Free Issue Material:

All materials issued to the Contractor by RFCL shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses

suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Contractor and he shall be liable to compensate RFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.

1.32.0 Scrap Allowance (For Free Issue Material only):

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

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

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

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

1.35.0 Material Transportation:

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

1.36.0 Price Reduction Schedule:

It shall be obligation on the Contractor to adhere strictly to the time schedule as stipulated in Letter of Acceptance/Work order. In the event of work is not completed according to the time schedule, then, unless such failure is due to Force Majeure as defined in Clause 1.23.0 here above or due to RFCL's defaults, then the total contract price shall be reduced by 1 % (One Percent) of the total

value of work for every day of delay or part thereof, subject to a ceiling of 10 % of the total value of work, by way of reduction in price for delay and not as penalty. The invoice raised shall take into account the above price reduction, if applicable and payment shall be released for reduced value only. If the Contractor does not raise invoice for reduced value, then the Contractor shall issue a credit note equivalent to the price reduction amount." The decision of Engineer-in-Charge with regard to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

1.37.0 Engineer-In-Charge:

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

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

1.39.0 Conciliation & Arbitration:

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

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

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

date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

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

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

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

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

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

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

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

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

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or

b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or

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

Or

d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or

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

f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.

g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or

h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or

i. Ring tender/Cartel formation/Non-bonafide method, or

j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.

k. Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

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

1.45.2 Consequences of Termination:

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

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

- b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.
- d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

- 1.48.0 **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
- 1.49.0 The Contractor shall comply with the provisions of Factories Act, 1948 & Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
- 1.50.0 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, Bonus and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 1.51.0 The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt. whichever is higher) from time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.

In case contractor fails to provide the requisite documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour wages may be withheld to take care of

fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor's workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

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

1.53.0 The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and registers as required under laws. The Contractor shall indemnify and keep indemnified RFCL from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any provisions pertaining to labor laws and/or against any claim, action or demand by any workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

1.54.0 Deleted

1.55.0 INDEMNIFICATION

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

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

1.57.0 Time Limit for Any Claim:

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

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

1.59.0 Priority of documents:

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

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

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

1.61.0 PROHIBITION OF CHILD LABOUR:

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

1.62.0 Corporate Governance Certificate about Compliance of all Labour Laws:

Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all

the Contract workers including temporary workers engaged at RFCL site (Proforma attached as Annexure "XI"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department

1.63.0 Weekly Off/Holiday:

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

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

III. SPECIAL TERMS & CONDITIONS

1. Tenderer should complete the tender documents and sign on every page as a token of acceptance of all the terms & conditions mentioned in the tender documents.
2. The Contractor has to furnish an **Indemnity Bond** for Rs. 1,00,000.00 (Rupees one lakhs only) at the start of contract on non-judicial stamp paper (of value Rs. 500) for maintenance of AC units as in the scope of work Annexure IV, against the material to be taken out of RFCL premises for repair at their works in the format supplied by RFCL. Cost of stamp paper as required to incur shall be borne by the contractor.
3. The contractor shall report at site along with his complete team for taking over the machines under this contract on the date intimated by the Engineer-in-Charge but before the date of start of contract.
4. The Site-in-charge / Supervisor of the Contractor shall be authorized only through written authority letter to operate the contract in all respects on behalf of the contractor.
5. As soon as the contract is awarded, the contractor shall depute his authorized Site-in-charge / Supervisor for conducting and supervising the repair and maintenance jobs. The contractor also deposes his team of staff during the execution of the contract. The strength of staff to be deputed shall be adequate to meet the work load so that satisfactory progress of the work is maintained. The Site-in-charge / Supervisor should have full authority to operate the contract in all respect on behalf of the contractor and RFCL will address all correspondence to the Site-in-charge / Supervisor. Site-in-charge / Supervisor will not proceed out of station or on leave without written permission from RFCL Engineer. In case of long absence of Site-in-charge / Supervisor the contractor shall depute a substitute to look after the entire Air conditioning jobs and interaction with RFCL for day to day work.
6. All the machines shall be jointly inspected prior to their take over by the new contractor from previous contractor in the presence of RFCL Engineer or their representative. The decision of Engineer-in-charge shall be final and binding on both the contractors.
7. Any repairs/ replacement of parts, if required to make the machine in good running condition as indicated by this joint-inspection, shall be in the scope of RFCL.
8. As soon as a machine is taken over by the contractor in running condition, it shall be the responsibility of the contractor to maintain the machine in sound running condition at all times during the currency of the contract.
9. At the time of Handing Over / Taking Over, the Specified Performa will be filled by the RFCL Engineer in presence of both the parties. The Handing Over /Taking Over will be done only after the expiry of the Contract period i.e. after the completion of ARC (Including Extension period, if any).
10. The Engineer-in-charge will be duly intimated by the contractor before taking up any job on the Air Conditioning Unit. The contractor shall have to take up the preventive and breakdown maintenance jobs on all the AC Units installed at RFCL site. In case of breakdown maintenance, the contractor shall have to take up the job within 4 hrs. of notice and all others jobs within 24 hrs of notice.

11. The payment shall be made on pro-rata basis on Number of Machines actually Serviced/ Maintained satisfactorily during the month. If any machine is withdrawn from the contractor before the expiry of a full calendar month, the payment for that machine shall be made on pro-rata basis for the actual number of days it is serviced/ maintained by the contractor.
12. RFCL may withhold the payment to such an extent as may be necessary to protect itself from loss on account of:
- a) Failure of the contractor to make payment properly to his workmen or the suppliers of material.
 - b) Defective work not remedied / repaired.
 - c) Damage to RFCL's property.
 - d) Reasonable doubt that the balance work can't be completed by the contractor.
 - e) Claims filed or reasonable evidence indicating probable filing of claims.
 - f) For reasons mentioned elsewhere in this contract / NIT.
13. The contractor shall ensure suitable reserve of manpower to cover off days and leave minimum manpower at site as per requirement. The contractor shall pay the overtime working wages to his staff, wherever applicable, as per statutory laws.
14. If the Engineer-In-Charge finds that sufficient staff/strength is not maintained by the contractor to execute the job, a penalty proportionates to the staff that should have been present as per NIT (to execute job) shall be levied on the contractor and recovered from monthly RA bills.
- 15. PENALTY:**
- a) In case of absence for more than one day of the Site Supervisor/Site-in-charge of the Contractor, the contractor shall depute a substitute to look after the job in his absence; otherwise penalty will be charged at Rs. 500/- per day.
 - b) If the operator is found to be absent in any shift, then a penalty of Rs. 1000/- per operator per shift shall be imposed on the contractor and the same shall be deducted from the Contractor's monthly bill.
 - c) In case of the absence of Technician, suitable substitute shall be made. If the technician is absent for more than one day, a penalty of Rs. 500/- shall be charged per day.
16. The supervisor (Sl. No f of Part B of SOR) appointed by the contractor should be technical person with minimum educational qualification of 10+2, well conversant and competent in field of maintenance of AC (Air Conditioning) equipment and shall have at least Five years' experience in the field of maintenance of the Air Conditioning equipment, Package AC and HVAC. If the person has higher technical qualification then the experience shall be Three years in the field of maintenance of AC (Air Conditioning) equipment, Packages AC and HVAC. The supervisor should be capable of handling day-to-day affairs, coordinating, planning and guiding the workforce engaged in the maintenance of the AC equipment. Supervisor should be responsible for the quality of work carried out, and to deploy adequately qualified, conversant and competent manpower in sufficient number.
- As our plant is sophisticated and hazardous in nature, for safe maintenance, the Persons mentioned in SOR Sl. No a,b,c and d of Part A & Sl. No g of Part B, deployed by the contractor (other than helpers/unskilled manpower mentioned in Sl No h of Part B of SOR) should be metric (Tenth Class)

passed, conversant and competent and shall have at least Three years' experience in the field of maintenance of the Air Conditioning equipment, Package AC and HVAC. If the person has higher technical qualification then the experience shall be Two years in the field of maintenance of AC (Air Conditioning) equipment Package AC and HVAC.

Supervisor (Sl. No f of Part B of SOR) shall be highly-skilled, Manpower mentioned in Sl. No g of Part B of SOR shall be skilled and manpower mentioned in Part A shall be semi-skilled manpower. The age of the manpower shall be as per statutory norms and not beyond 60 years.

17. The contractor shall maintain sufficient inventory to keep the units in working condition without any delay. The contractor shall always keep a minimum ready stock (additional) of required refrigerant gas cylinders – 1 Nos. 61kg cylinder each for R134a, R407c at any time, apart from refrigerant required for routine maintenance activities. Contractor shall keep a copy of receipted challans with entry of gate pass.
18. The contractor to make his own arrangements for loading and transportation of material, storage of material during O&M period.
19. Contractor Administrative supervisor/ Supervisor shall generate and submit documents/reports as desired by the RFCL Management in approved formats.
20. The Contractor shall furnish Bio-Data along with passport size photographs of the Personnel they propose to deploy for the prior approval of the RFCL.
21. Distribution of all kinds of safety pamphlets/notices of safety promotional activities, trainings and awareness sessions in township and other nearby areas will be in scope of contract.
22. Extra wages for 3 National holidays shall be paid by contractor and rates quoted are inclusive of the same.
23. Contractor will get the Medical Check-up of their employees done thoroughly before they are taken into service. Only persons found medically fit shall be allowed to join the duty. The contractor to make his own arrangements for Medical facilities for their staff.
24. The contractor to make his own arrangements for their staff and workers for commuting/Conveyance between the work site and their place of stay.
25. The contractor to comply with statutory regulations such as provision of PF and ESI.
26. No overtime shall be payable against shortfall of manpower by RFCL & same shall be borne by contractor.
27. Contractor shall not rotate their persons from this site.
28. Extra manpower if required shall be mobilized by the contractor according to the quantum of job without any extra cost to RFCL.

29. Contractor shall strictly adhere to RFCL's Standard Conditions for Execution of Work at site and safety policy and provision of the Contractor Safety Manual for safe execution of job. (Copy available on request).
30. In case of any accident involving Contractor or his workman and departmental enquiry concluding that accident has taken place due to violation of any safety norms by you or your staff or due to any unsafe act performed by your staff during execution of the job, RFCL reserves the right to impose appropriate penalty depending on the nature of the accident.
31. In case violation of safety or gross negligence on part of your staff is observed which may have caused the accident, RFCL reserves the right to terminate the contract and get the job executed through another contractor at your risk and cost.
32. Contractor shall comply with RFCL policy pertaining to water and electricity charges for their person in case they have been provided accommodation in township.
33. The 100 % escalation/de-escalation on the Billed value against Part A, Part B, SOR is payable. However, the service charge/profit margin amount quoted by the bidder for these items will be remain same throughout the currency of the contract. No escalation/de-escalation is payable on this service charge/profit margin amount. Similarly, no escalation/de-escalation is payable for Part C of SOR.
This clause supersedes the clause 1.30.0.c of GTC.
34. Minimum wages prevailing as on date (i.e with effective from 01.10.2019) are as follows as per GOI order Dated 23.09.2019.
- Skilled Manpower Rs. 569.00 / per day
 - Semi-Skilled Manpower Rs. 472.00 / per day
 - Unskilled Manpower Rs. 403.00 / per day
35. The following clause supersedes 1.9.0 F
Bidder's bid should be workable and price bids quoting "NIL" consideration or "Negative" or "zero its derivative up to 0.9999% and thereof (which means contractor's service charge/profit margin shall not be less than 1.00%) as contractor's service charge/ profit margin will be rejected summarily.

36. 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 Single Rate against each item and not the multiple rates in the Schedule of Rates. 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 amount should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.

- 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 null rates shall be considered. Bids shall be as per evaluation criteria of NIT.
- f. Wage Per Day Per Person (including statutory benefits with full break-up (Basic & VDA, ESI, EPF, Bonus Gratuity and others) (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. Detailed break up of wages has to be provided for each category (i.e., Skilled, Unskilled etc) separately along with the schedule of rates.
- g. 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 every month along with the bills/invoices.

UNDERTAKING ON PARTY'S LETTERHEAD

Undertaking on Bidder's Letterhead

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

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

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

Seal & Signature Of The Bidder

Annexure-VIII

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

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

Dated _____ this _____ day of _____ 2019

(Indicate the Name of the Bank with stamp)

Annexure-IX

Proforma for Indemnity Bond

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

This DEED OF INDEMNITY made between M/shaving its registered office atand place of business at..... (hereinafter called 'The Contractor'), which expression shall include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED , a company incorporated under the Indian Companies Act, 2013 and having its registered Office at **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 forand whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of

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

NOW THIS DEED WITNESSETH AS FOLLOWS

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

Dated:

Annexure-X
FORM OF CONTRACT

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

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

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

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

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

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

ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 ARBITRATION

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

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

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

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

1.

2.

2.

Annexure-XI

Certificate of Compliance

Of

Statutory Provisions of Labour Laws

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

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

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

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

(Signature of the contractor with seal)

Authorised Signatory
Signature & Seal
(Executing Department)

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

Encl: Supporting Documents

Base amount calculation for imposing penalty

Group	Area	Capacity	Group wise Tonnage	Rate quoted by the party for up keeping	Maintenance rate quoted by the party	Amount for calculating Penalty		Base Amount for Imposing penalty
						Operational Cost (i)	Maint Cost (ii)	
A 1	MCR	180	183	A	B	$(A \times 180)/183$	$(B \times 180)/687.3$	i+ii
	Analyzer Room	3				$(A \times 3)/183$	$(B \times 3)/687.3$	i+ii
A 2	SS1	220	373	A	B	$(A \times 220)/373$	$(B \times 220)/687.3$	i+ii
	SS2 & SS3	120				$(A \times 120)/373$	$(B \times 120)/687.3$	i+ii
	Switch Yard	33				$(A \times 33)/373$	$(B \times 33)/687.3$	i+ii
A 3	SS4	16.5	115.7	A	B	$(A \times 16.5)/115.7$	$(B \times 16.5)/687.3$	i+ii
	SS 5	17.5				$(A \times 17.5)/115.7$	$(B \times 17.5)/687.3$	i+ii
	SS 6	17.5				$(A \times 17.5)/115.7$	$(B \times 17.5)/687.3$	i+ii
	Water Block CR	33				$(A \times 33)/115.7$	$(B \times 33)/687.3$	i+ii
	Bagging	31.2				$(A \times 31.2)/115.7$	$(B \times 31.2)/687.3$	i+ii
	Bulk Flow Coolers	15.6				₹ 0.00	$(B \times 15.6)/687.3$	i+ii
	Total Tonnage	687.3						

RAMAGUNDAM FERTILIZERS LIMITED, RAMAGUNDAM
MECHANICAL DEPARTMENT
SOR FOR UPKEEPING AND MAINTENANCE OF HVAC AND PACKAGE AIR CONDITIONERS AT RFCL, RAMAGUNDAM FOR A PERIOD OF ONE YEAR

Part A: Upkeeping of the HVACs and Package Air conditioners.

S.N	Description	Category	No of manpower required / day	No of working days/ month	No of Months / year	Minimum Wages/day	Statutory payment @ 29.58	Total wages / day	Total wages / month	Value in a year
a.	Upkeeping of HVAC & Package Air conditioner installed in MCR and Analyser Room by deploying one person (Semi skilled category) / pershift on three shifts in a day	Semiskilled	3.0	26.0	12.0	₹ 472.00	₹ 139.62	₹ 611.62	₹ 47,706.17	₹ 5,72,474.07
b.	Upkeeping of HVAC & Package Air conditioner installed in SS1, SS 2&3 and Switch Yard by deploying one person (Semi skilled category) / pershift on three shifts in a day	Semiskilled	3.0	26.0	12.0	₹ 472.00	₹ 139.62	₹ 611.62	₹ 47,706.17	₹ 5,72,474.07
c.	Upkeeping of HVAC & Package Air conditioner installed in SS4, SS5, SS6, Water block control room and Bagging Control Room by deploying one person (Semi skilled category) / pershift on three shifts in a day	Semiskilled	3.0	26.0	12.0	₹ 472.00	₹ 139.62	₹ 611.62	₹ 47,706.17	₹ 5,72,474.07
d.	Relievers for relieving the above person on their weekly offs	Semiskilled	2.0	26.0	12.0	₹ 472.00	₹ 139.62	₹ 611.62	₹ 31,804.12	₹ 3,81,649.38
e.	Total estimated expenditure in a year for upkeeping HVACs and Package Air conditioners installed in MCR, Analyser Room, SS1, SS 2&3, Switch Yard, SS4, SS5, SS6, Water block control room and Bagging Control Room									(a+b+c+d) ₹ 20,99,071.60

Part B: Maintenance of the HVACs and Package Air conditioners.

S.N	Description	Category	Manpower/day	No days/ month	No of months / year	Minimum Wages/day	Statutory payment @ 29.58	Total wages / day	Total wages / month	Total wages / year
f.	Carrying out the maintenance of HVAC and Package units installed in RFCL Ramagundam site including Air conditioning system installed in MCR, SS1, SS2&3.	skilled	1.0	26.0	12.0	₹ 569.00	₹ 168.31	₹ 737.31	₹ 19,170.07	₹ 2,30,040.78
g.	SS4, SS5, SS6, water block control room and bagging control room by deploying one supervisor, two skilled technicians and two unskilled helpers	Skilled	2.0	26.0	12.0	₹ 569.00	₹ 168.31	₹ 737.31	₹ 38,340.13	₹ 4,60,081.56
h.		Unskilled	2.0	26.0	12.0	₹ 403.00	₹ 119.21	₹ 522.21	₹ 27,154.78	₹ 3,25,857.42
i.	Total estimated expenditure in the maintenance of HVAC and Package units installed in RFCL Ramagundam site including Air conditioning system installed in MCR, SS1, SS2&3, SS4, SS5, SS6, water block control room and bagging control room by deploying one supervisor, two skilled technicians and two unskilled helpers									(f+g+h) ₹ 10,15,979.76
j.	Total estimated cost in upkeeping and maintenance of HVACs and Package Air conditioners installed in MCR, Analyser Room, SS1, SS 2&3, Switch Yard, SS4, SS5, SS6, Water block control room and Bagging Control Room (without Profit Margin)									(e+i) ₹ 31,15,051.37
k.	Profit Margin percentage (To be filled by bidder)									%

I. Profit Margin Amount			(j x k)	
<u>Part C: Filling of Refrigeration in the HVAC and Package Air conditioning units.</u>				
	Description	Estimated Qty in Kgs	Rate in INR	Value in INR
m.	Rate for filling Refrigerant Gas R 407 C	250		
n.	Rate for filling Refrigerant Gas R 134 A	200		
o. Total for Gas filling				
p. Total				(j+1+o)

Note:

1. GST will be extra as applicable.
2. If there is any difference in the calculated amount mentioned by the bidder from the variation percentage quoted then the variation percentage quoted by the party will be considered for the evaluation purpose.
3. The variation amount quoted by the bidder will be the same throughout the currency of the contract, irrespective of change in the minimum wages or other material cost.
4. The 100% Escalation / devaluation against the increase / decrease shall be payable only on the billed value for part A & B of the SOR. No escalation / devaluation is payable on the service charge / profit margin amount.
5. Bidder shall quote contractor's service charge / margin upto two decimals only. The bidder shall note that, in case the bidder quotes service charge / profit margin percentage with more than two decimals, only first two.
6. Bidder are requested to quote their service charge / profit margin in % (percentage) as well as in absolute amount. In case of any discrepancy, the service charge / profit margin quoted by bidder in % (Percentage) will be.
7. Minimum wages prevailing as on date (i.e. with effect from 01.04.2019) are as follows as per GOI order dated 23.09.2019
 Skilled manpower Rs. 539.00/per day
 Semi-Skilled manpower Rs. 472.00/per day
 Unskilled manpower Rs. 403.00/per day

Place _____

Signature of bidder with rubber stamp