



रामगुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

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

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

BIDS ARE INVITED

FOR

"Contract for Providing and Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam".

Tender No: RFCL /ST/Civil/ GATE&STAIR / TWSP/2026/54

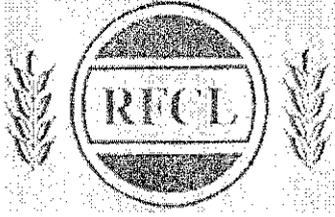
March-2026

TABLE OF CONTENTS

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

Sr. no.	Description	Page No.
1	Notice Inviting Tender	3-5
3	Definition of Terms (Annexure-I)	6-7
4	Eligibility Criteria (Annexure-II)	8-9
5	Declaration Form I (Annexure III)	10
6	Declaration Form II (Annexure IV)	11-12
7	Declaration Form III (Annexure-V)	13-14
8	Scope of work, Time Schedule (Annexure-VI)	15-18
9	Special Terms & Conditions (Annexure-VII)	19-22
10	General Terms & conditions (Annexure- VIII)	23-41
11	Security Deposit cum Performance Bank Guarantee (Annexure- IX)	42-43
12	Proforma for Indemnity Bond (Annexure X)	44
13	Form of Contract (Annexure XI)	45-48
14	Certificate of Compliance (Annexure XII)	49
15	Schedule of Quantities & Rates (Annexure-XIII)	50-53
16	Undertaking on party's letter head (Annexure XIV)	54
17	Checklist for bidders (Annexure XV)	55-56
18	Bid Evaluation Criteria (Annexure XVI)	57
19	BID SECURITY (EMD) FORMAT (Annexure-XVII)	58
20	PERFORMA FOR PROPRIETORSHIP AFFIDAVIT ON THE STAMP PAPER OF APPROPRIATE AND NOTARY ATTESTED(ANNEXURE XVIII)	59
21	PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA INCLUDING FORM-I & II (ANNEXURE XIX)	60-63
22	NO CLAIM CERTIFICATE (Annexure XX)	64
23	RFCL SECURITY GATE PASS CLEARANCE (Annexure XXI)	65
24	PREFERRED VENDOR LIST (Annexure XXII)	66
	TOTAL SHEETS OF TENDER	66

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 Plant Ramagundam – 505210, Distt: Peddapally, Telengana

Telephone: +91 8728 257488 E mail:

CIN No. U24100DL2015PLC276753

Tender No: RFCL /ST/Civil/ GATE&STAIR / TWSP/2026/54

Date: 13.03.2026

NOTICE INVITING TENDER

To,

Sub: "Contract for Providing and Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam".

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

1.	Name of Work	"Contract for Providing and Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam"
2.	Earnest Money Deposit(EMD)	Bidder to submit Earnest Money of Rs.25,000.00 (Rupees Twenty Five Thousand Only) as per payment modes as stipulated as per clause no. 22 of Annexure-VII. Tender received without EMD shall be out-rightly rejected. Note: Since this is a Works contract hence bidders registered under National small scale industries/MSE/Start-ups are not exempted from submission of EMD. Submission of EMD is mandatory for all bidders..
3.	Period of Completion	The period of completion shall be 6 months from the start date mentioned in Letter of Award.
4.	Validity of the Tender	120 days from the Date of Opening of Tender.
5.	Date/Time & Place of Pre-Bid Meeting & site visit	23.03.2026, 11:00 AM at office of AGM (C), RFCL, Ramagundam.
6.	Last Date & Time for Receipt of Bids	03.04.2026 upto 3.00 pm
7.	Date & Time for Opening of Bids	03.04.2026 upto 3.30 pm
8.	Place of Receipt and Opening of Bids	Assistant General Manager (C) Ramagundam Fertilizers & Chemicals Ltd Technical Building, RFCL Plant Ramagundam-505210, District-Peddapalli (Telangana State)

9.	All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. AGM (C), RFCL Site, Ramagundam at least 3 (Three) days prior to the closing date of the tender.
10.	The rate should be quoted in the Units given in the Schedule of Rates.
11.	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.
12.	<p><u>Procedure for Submission of Tender:</u></p> <p>Two Part Bid procedure is adopted in respect of this tender. The Tender shall be submitted in Three Sealed Envelopes as under:</p> <p>FIRST PART:</p> <p>In the first part, there are two envelopes.</p> <p>Envelope no 1 consists of EMD, Will be superscripted 'Earnest Money' and shall contain Earnest Money Deposit of amount as per Clause No. 2 above.</p> <p>Envelope no 2 Will be superscripted 'Technical Bid' and shall consists of signed copies of full scope of work, technical specifications, experience and technical & commercial terms & conditions, Certified documents required as per tenders and un-priced copy of price bid wherever required.</p> <p>SECOND PART:</p> <p>Envelope no 3 Will be superscripted 'Price Bid' and shall consists of signed copy of Price Bid, schedule of rates/prices for various items along with the break-up of prices, asked for. No condition should be specified in the Price Bid. Conditional Price Bid should be rejected.</p> <p>All the three envelopes should in turn be put together in a separate envelope duly super-scribed with "Contract for Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam" and date of opening of tender.</p>
13.	<p><u>Opening of Tender:</u></p> <p>The Tender shall be opened as under:</p> <p>13.1 Envelope No. 1: Super scribed 'Earnest Money' shall be opened first, on the Scheduled Date & Time of Opening of Bids in the presence of those Bidders who wish to be present there.</p> <p>13.2 Envelope No. 2: Super scribed 'Technical Bid' of only those bidders who have submitted EMD shall then be opened and discussion would be carried out with the respective Bidders for clarifications, if any.</p> <p>13.3 Envelope No. 3: Super scribed 'Price Bid' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.</p>
14.	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.
15.	This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
16.	Every communication by tenderers shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language as will be any further information supplied by RFCL.



17.	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.
18.	"Bidders may ensure that tender documents/offer have been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidder's on their letter head will not be allowed on the grounds that offer was not signed by authorized person" in such case EMD shall be forfeited.
19.	One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation.
20.	Tender documents can be downloaded from RFCL website.
21.	The Contractor shall satisfy himself about the nature of job to be executed by physical inspection of the site of work at RFCL Ramagundam before offering their quotation.
22.	The rates of all the items in the Schedule of quantities are based on latest DSR-2023 excluding profit margin and Rate of few items are from in-house RFCL rates excluding profit margin.
23.	All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
24.	The Tender shall be addressed to Assistant General Manager (C) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.).

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.



(B K Vittal Kumar)
Assistant General Manager (C)
E-mail: vittal.kumar@rfcl.co.in
Mob: +91-8728237013
Encl: Annexure – (I) to (XXII)

DEFINITIONS OF TERMS

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

1. "The RFCL" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, incorporated in India, having its corporate office at 4th Floor, Wing- A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh, Pin Code- 201301.
2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the RFCL, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents & Specifications as defined in Clause 6, 8 & 9 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

ELIGIBILITY CRITERIA

Sl. No.	Conditions	Documents required (To be submitted along with Technical bid)
1.	<p>Bidder should be Contractor having executed at least 1(one) similar work of Civil Construction and/or maintenance works in <i>Central Govt. Departments/State Govt. Departments/Public &/or Private Sector Factories /Projects /Operational-Establishments/ Office Complexes/ Warehouses/ Townships/ etc.in any one year during the last 7 years.</i></p> <p>“Similar” means Civil/Structural construction and/or maintenance works. etc.</p> <p>Note: “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>i)Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Aadhaar / certificate issued by statutory authority/NSIC certificate or equivalent certificate.</p> <p>ii)In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii)Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv)For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p>v)For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted.</p> <p>vi)For Transport unions/Co-operative societies/Registered societies- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>
2.	<p>Bidder should have successfully completed similar work(s) as defined above during immediate last 7 years as mentioned below:</p> <p>One work having value not less than ₹7,29,180/- (excluding GST) or Two works each having value not less than ₹4,55,738/- (excluding GST) or Three works each having value of not less than ₹3,64,590/- (excluding GST)</p>	<p>Copy of Work Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>
3.	<p>The Annual turnover of the bidder shall not be less than ₹9,11,474.52 /- in at least one of the preceding three financial years from the date of issuance of enquiry.</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. 	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 24-25, 23-24 & 22-23)</p> <p>* Where audited accounts are not mandatory as per law, bidder can</p>

	<p>(Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 30th September, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 30th September, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p> <ul style="list-style-type: none"> • In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. • Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. 	submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
4.	<p>The net worth of the bidders should be positive for the Financial year 2024-25 ending March'2025.</p> <p>*Networth = Paid up share capital+ Reserves Out of Profit (Including Security Premium) – Accumulated losses – Deferred Expenditure – Mis. Expenditure not written off.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
5.	<p>Bidder should have minimum working capital of ₹91,148/- as per Audited Financial result of Financial Year 2024-25.</p> <p>“Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year 2024-25 ending 31st March'2025 should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of ₹91,148/- as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	Self-certification(s) for both should be submitted on Party's letterhead for the same.

DECLARATION FORM-I

Date:

To,

Assistant General Manager (C)-I/c
 Ramagundam Fertilizers & Chemical Ltd.
 Fertilizers City, Ramagundam (TS)
 District: Peddapalli (Telangana)
 Pin Code- 505210

Dear Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "**Contract for Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam**" work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:
 Bank A/c No. : _____
 Type Account (Current A/c or Saving A/c): _____
 Name of the Bank: _____
 Address of the Bank & Branch Code: _____
 IFSC Code: _____

In case of acceptance of the tender by Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

DECLARATION FORM-II

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

Sr.	Description			
1.	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 reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3.	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Department along with Documentary Proof thereof.			
4.	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6.	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Not applicable.		
7.	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8.	Name of the Firm			
9.	Address of the Firm			
10.	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Details: a) b) c)		
11.	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No		

12.	Tender cost amount, DD Number and Date	Not applicable.
13.	EMD amount, DD Number and Date	

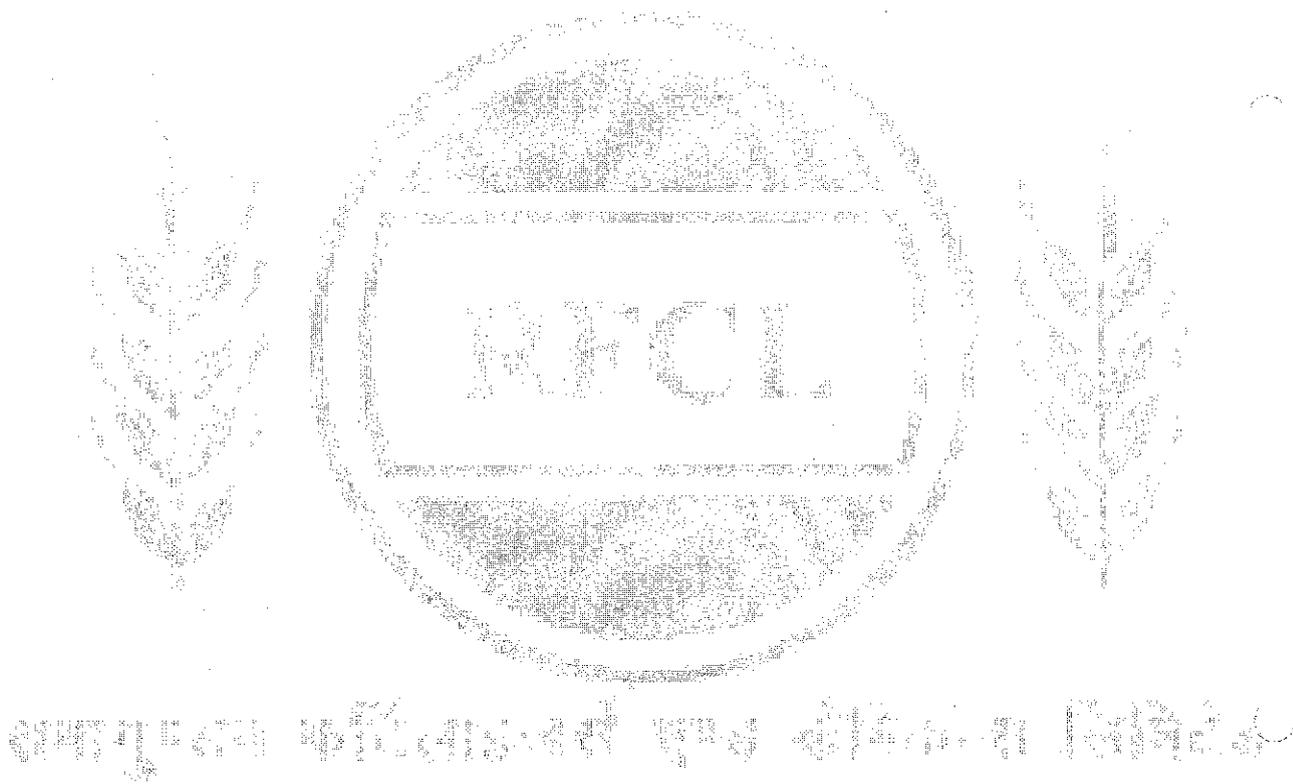
Note: Please attach separate sheets for the details, wherever necessary.

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____



Signature

DECLARATION FORM-III

To,

Assistant General Manager (C)-I/c

Ramagundam Fertilizers & Chemical Ltd.

Fertilizers City, Ramagundam (TS)

District: Peddapalli (Telangana)

Pin Code- 505210

Subject : Tender No. _____ Name of the
contract _____

1	<p><u>UNDERTAKING</u></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.</p>
3	<p><u>Labour License</u></p> <p>The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to RFCL, before start of execution of contract work. Accordingly, we hereby give undertaking that:</p> <p>“As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of from the appropriate Licensing Authorities i.e. Central/State Government, as applicable</p>

	from time to time, and submit a copy of the same to RFCL, before start of execution of contract work”.
4	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name.
5	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL.
6	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you

Yours faithfully

For & on behalf of Tenderer/Contractor M/s _____

(Signature of Contractor/Tenderer with SEAL)

Place: _____

Dated: _____

I. SCOPE OF WORK & ASSOCIATED TERMS AND CONDITIONS

Scope of work includes but not limited to the following:

1. The scope of work consists of **"Contract for Installation of gate at D-type quarter and staircase in GM-1 & 2 at RFCL Township, Ramagundam"** as per requirement including supply of all materials and execution with necessary skilled manpower with all hand/machine operated tools and consumables, in RFCL Township Area. Any emergent work shall have to be executed by doing the work round the clock and / or after normal general shift (8:30 AM to 5:30 PM) for which nothing extra shall be payable to the contractor for doing the work during such period.
2. Tentatively 20nos New gates for D-type quarters and 2no's staircase for **GM-1 & 2 to be supplied and installed.**
3. The contractor shall deploy 1 (one) qualified supervisor (Diploma Holder or higher) for supervising/coordinating the work, taking instructions from Engineer-In-Charge, reporting work-progress & maintaining pertinent billing and work related records etc. The Contractor shall submit resume/CVs of the supervisor he intends to deploy, along with copies of credentials for approval of RFCL. The supervisor so deployed after approval shall be empowered with proper power of attorney / Authority letter to act on behalf of the Contractor's firm for all work and bill related matters. The supervisor shall endeavor to be present on all working days and shall mark his presence in attendance register maintained by RFCL. In case of his absence from duties under normal circumstances for more than 5 working days in a month, penalty shall be levied @ ₹500 per working day from due payments of the Contractor, till resumption of duties by the supervisor. The levying of penalty shall be at the sole discretion of Engineer-In-Charge, RFCL. In case of absence due to medical reasons, Contractor shall inform the same to Engineer-In-Charge and shall endeavor to deploy replacement supervisor temporarily, within 10 days. Upon failure to deploy replacement within 10 days, penalty shall be levied @ ₹500 per working day from due payments of the Contractor, till re-deployment of supervisor. In case, no supervisor is present at site for more than 10 continuous working days, same shall be treated as non-performance at the Contractor's end. The quoted rates shall be deemed to include the above provisions. Nothing extra shall be payable for deployment of supervisor. The presence of Supervisor is mandatory during start of works and during execution of work at site, the presence of engineer at site not required during fabrication of structural work at contractor yard/store, if.
4. Brief scope of work to be executed at site is given below:
 - Earth work in excavation in all kinds of soil.
 - Back-Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.
 - Transportation of surplus earth, debris etc. to the area designated by Engineer-in-Charge.
 - Providing and laying in position cement concrete of specified grade.
 - Providing and laying in position specified grade of reinforced cement concrete.
 - Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, Columns, pillars etc.
 - Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc.
 - Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required
 - Providing and fixing hand rail including applying priming coat of approved steel primer.
 - Demolishing cement concrete including disposal of material as per direction of Engineer - in - charge.
 - Cement grouting.

- Supply of Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding.
 - Providing and fixing expansion hold fasteners in RCC/brick masonry including drilling holes.
 - Drilling holes in RCC members and fixing steel bars using epoxy resin/anchor grout.
 - Providing and fixing G.I. chain link fencing of required width in mesh size 50mm*50mm including strengthening with 2mm dia wire or nuts, bolts and washers.
 - Painting of structural steel with synthetic enamel paint.
 - Materials to be of approved quality and make.
5. The arrangements for all types of minor staging / scaffolding/approaches, to access the site for executing the work, shall have to be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order.
 6. The Contractor shall arrange necessary documents of their manpower and ensure compliance of formalities for making Gate passes to work in RFCL's premises as per RFCL Township Gate Security norms. The workmen, supervisors, Engineers are allowed to come in the Township area only with proper gate passes. RFCL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. RFCL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
 7. The Contractor shall arrange necessary documents of their manpower and ensure compliance of formalities for making Gate passes to work in RFCL's premises as per RFCL Gate Security norms, which include mandatory ESI registration, medical fitness checkup, & police verification of the workmen to be deployed. The workmen, supervisors, Engineers are allowed to come in the township area only with proper gate passes. RFCL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. RFCL will not be responsible for late entry of the persons through the gate due to the absence of gate passes. The quoted rates shall be deemed to be inclusive of all these considerations.
 8. All consumable, non-consumable materials to be brought inside RFCL Township areas shall be entered with proper gate passes. The same shall also be entered in the register being maintained by security personnel at the RFCL Township's Main Gate.
 9. Ensuring availability of calibrated measuring instruments/tools as and when required for measurement & inspection purpose like Measuring tapes, Spirit-Level etc. shall be in the scope of Contractor.
 10. The contractor shall provide pertinent PPEs (Personal Protective Equipment) like Safety Helmets, Safety Shoes, Safety Goggles, Face Shields, Dust Masks, Hand Gloves, Gum boots, Earmuffs etc. based on nature/location of works being carried out by workmen deployed by him. The contractor shall ensure strict compliance of Safety norms laid down by RFCL or as intimated from time to time, during the currency of the Contract. However, all workmen shall be mandatorily provided with **minimum 1 No. Safety Helmet (Yellow Colour), 1 Pair of Safety Shoes & 1 Pair of Industrial Safety Hand Gloves**, which they shall wear invariably while working inside the Township. The helmet shall bear the initials/logo of the Contractor's firm and Blood Group of the person wearing the same. **The quoted rates shall be deemed to be inclusive of these provisions. In case, Contractor fails to comply with above Safety norms, flat penalty @₹ 500 per incident of violation shall be levied from due payments of the Contractor.**
 11. The watch and ward of Contractor's as well as Free Issue Material, if any shall be in the scope of the Contractor, at no extra cost to RFCL.
 12. To & fro Local Travelling as may be required, Lodging and Boarding of their staff and workers from work site to their place of stay, shall be in the scope of the Contractor.
 13. Suitable Medical facilities/Insurance for their staff & worker as per applicable statutory provisions, shall be in the scope of the Contractor.
 14. The Contractor shall submit the Computerized Running Account Bills as per the RFCL approved format.

15. Social distancing to be maintained as per central/state government time to time guidelines regarding COVID'19. The cost for maintaining the COVID-19 norms like providing face masks, sanitizers etc shall be borne by the Contractor.
16. Timing of work will be general shift unless otherwise instructed by Engineer-in-charge.
17. The contractor shall make suitable arrangement and quote their rate accordingly so that the labour will be given weekly off, holiday and other statutory benefits like annual leave & retrenchment benefits.
18. The contractor shall maintain records and comply to all applicable statutory provisions with respect to wage payment, PF, ESI labour license etc. (if required) and any other documents as may be required as per relevant statutes.
19. No minor, sick, old or medically unfit labour will be deployed for the work.
20. The contractor shall abide by all statutory rules and regulations of local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at RFCL-Ramagundam as applicable, at his own cost.
21. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, contract labour (regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by RFCL on this account.
22. RFCL has right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Engineer-In-Charge.
23. The price shall be firm and no variation in price shall be allowed on any account till execution of the complete work.
24. The Quoted rates/prices shall include all the cost of materials, labours, taxes duties/levies except GST and other minor incidental expenses to complete the work as per the SOR Item.
25. The **MTC** of structural steel material shall be submitted for approval from EIC before usage of material in the work.
26. The Quoted rates/prices shall include all the cost of materials, Seigniorage Fee (Royalty) for construction materials, applicable labours, taxes duties/levies except GST and other minor incidental expenses to complete the work as per the SOR Item.

SPECIFIC REQUIREMENTS TO BE FULFILLED BY THE CONTRACTOR

1. High strength deformed bars of Grade of Fe-500D and confirming to IS: 1786 shall be used for all RCC structure
2. All lugs shall be of high strength deformed bars of minimum grade Fe500D conforming to IS: 1786.
3. All inserts/ sleeves shall be properly secured in position before pouring concrete. Metal insert plates shall be of grade E250A / BR / BO confirming IS:2062
4. All works shall be done to the entire satisfaction of the Engineer-in-Charge. Any work not carried out in accordance with the instructions shall be dismantled and made good without any extra cost and time implication to the owner.
5. Proper management of loose earth, mud, water is to be ensured to avoid making area messy and slippery. Necessary arrangement shall be made to avoid water and mud ingress to OWS/CRW/CBD system
6. The contractor shall ensure that no damage of any kind is done during work execution. In case of any damage done by the contractor the same shall to be rectified at his own cost & time.
7. Only 'first' quality materials shall be used having valid BIS certification.
8. For buildings only, all works upto level corresponding to finished floor level shall be treated as work in "Foundation and Plinth" and all works above the finished floor level shall be treated as "Work in superstructure.
9. For all Equipment pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above finished grade level will be taken as work in foundation and work above this level will be

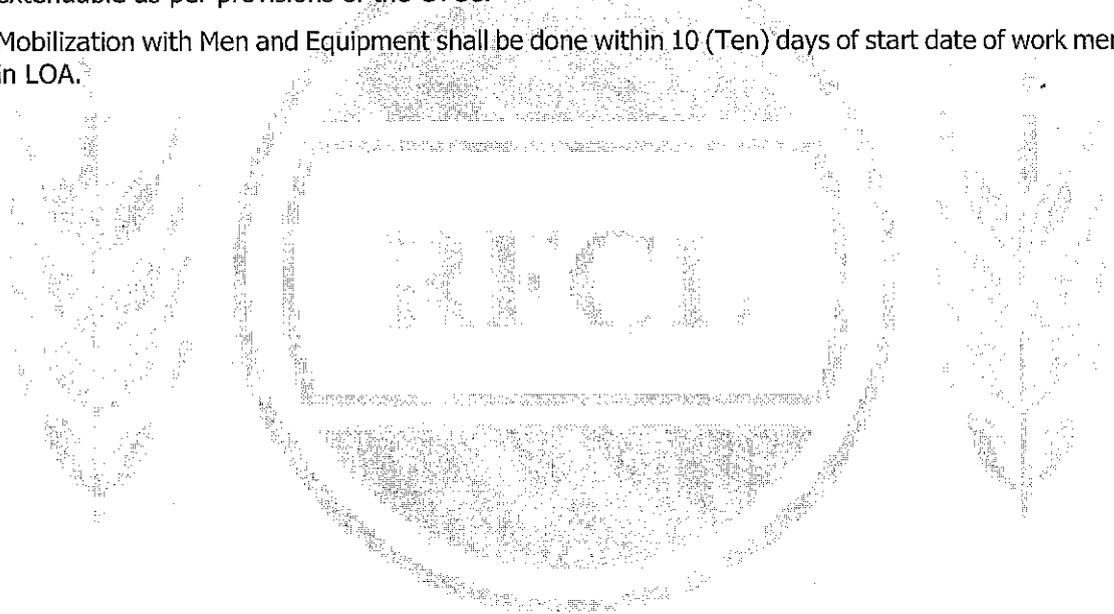
treated as work in superstructures and payments would be made accordingly. For retaining walls, work done upto 300mm above the lowest of the Finished ground level on the either side of the retaining wall will be taken as work done in foundation

II. RFCL'S SCOPE:

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

III. TIME SCHEDULE:

1. The period of completion of work shall be 06months from the start date mentioned in LOA and extendable as per provisions of the GTCC.
2. Mobilization with Men and Equipment shall be done within 10 (Ten) days of start date of work mentioned in LOA.



SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Apart from the SOR Items covered in this Contract, RFCL reserves the right to get any other items of CPWD Schedule of Rates 2023, executed by the Contractor depending on the requirement. The payment for all such items shall be made as per rates of CPWD Schedule of Rates 2023, without considering any premium/discount quoted by the bidder. The contractor to note that, any item of CPWD Schedule of Rates 2023, may be got executed under this Contract.
2. RFCL also reserves the right to get any Extra Items executed which are not covered in SOR or CPWD Schedule of Rates 2023. The rates for such Extra Items shall be derived based on market rates and analysis procedure laid down in CPWD Analysis of Rates 2023.
3. RFCL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms, and conditions, as per the work order, for execution of the same and the contractor shall have to execute the same work as a separate work.
4. RFCL does not guarantee any quantum of work to be executed.
5. The work is to be executed at various heights, depths and levels as defined in SOR Items and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned/applicable.
6. Contractor shall maintain a small Office-cum-Store in Township where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. RFCL will give space for store/site office and the contractor has to construct necessary temporary structures of his own, if required, but contractor will have to vacate the land at the expiry of contract period failing which dues shall not be released.
7. Even though Schedule of Quantities has been provided, but the agency shall **quote % above or below on RFCL Estimated rates.** Item-wise Discount/ Premium is not permitted.
8. The agency will work in such a manner, which will not disturb the office/township environment. Certain jobs shall be carried out at the convenience of RFCL, which can only be executed after office hours and/or on holidays. To carry out these works, agency shall deploy workers at such convenient timings only. Nothing extra shall be payable on account of odd hours of working and/or waiting time for availability of site for work.
9. Contractor shall not employ in connection with the work, any person who has not completed Eighteen (18) years of age and not more than 60 years of age.
10. The contractor should note that nature of work involved is installation of new gate and staircase in occupied buildings/ operational structures. The contractor may have to bear the delay on account of various activities and unavoidable delays for which no claim whatsoever in respect of idle labour and loss will be entertained and nothing extra shall be paid for the same.
11. If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer in charge shall be final and binding on the contractor.
12. The nature of the job is such that contractor will be required to work even on Sundays and paid holidays, therefore, he will have to ensure the deployment of the requisite manpower on these days by staggering their weekly off day. Nothing extra shall be paid on this account.
13. **SPECIFICATIONS OF WORK:** -

The specification for workmanship and various Schedule Items shall be executed as described in the Item Description to the extent possible. The detailed specification wherever not specified in the Item shall be followed as per CPWD Schedule of Rates 2023 & CPWD Specifications 2019 including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.

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

In case of any class of work for which there is no such specification as laid down in the contract or there is a discrepancy between specifications stipulated in item description & CPWD Specifications, such work shall be carried out in accordance to Good Engineering Practice with the instructions and requirement of the Engineer-in-charge.

14. PREFERRED VENDOR LIST FOR MATERIALS: -

The preferred vendors list for various types of materials shall be as per **Annexure-XXII**. The contractor shall endeavor to procure materials in adherence to the preferred vendor list. Engineer in Charge shall approve the sample from the brands mentioned in approved list. However, materials meeting desired specifications may also be procured from alternate vendors, subject to prior approval by Engineer-In-Charge, after sampling and/or requisite testing at NABL approved labs, if required at no extra cost to RFCL.

15. In Clause no. 1.2.0 of GTCC service air shall not be provided by RFCL.

16. GTCC Clause no. 1.34.0, 1.30.0 (c), 1.9.0(vi) stands deleted.

17. GTCC clause no. 1.22.0 (a) is deleted and replaced with following:

Validity of Contract:

The work completion period is 06 months from the start date mentioned in Letter of Award to the contractor. The contractor shall mobilize at the site within 10 (Ten) days of notification for actual date of start of contract. However, if the necessity arises Contractor may have to mobilize at the site within 3 days of instruction given by RFCL in writing.

18. RFCL may ask any documents if seems necessary like income tax returns, Form 26AS etc. while evaluating tender.

19. GTCC clause no. 1.38.0 and 1.39.0 stands deleted and replaced with following:

1. DISPUTE RESOLUTION

(i) Amicable Resolution

a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.

b. The parties shall nominate **one (01) representative/committee** for negotiations for amicable resolution within **15 days** of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within **15 days** of such reference to discuss and attempt to amicably resolve the dispute/difference.

c. If the dispute is not resolved within **30 days** thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).

b. The seat and venue of the Arbitration shall be **New Delhi, India** and shall be governed by the laws of India and adjudicated as per Indian laws.

c. The arbitration proceedings shall be governed by the **Arbitration & Conciliation Act, 1996** and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at **New Delhi** shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections **9, 11, 34, and 37** of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or any new Act that may follow).

d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed **₹5 crore**, the reference shall be made to a **sole arbitrator**. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed **₹5 crore**, the reference shall be made to arbitral tribunal consisting of **three arbitrators**. Each party shall nominate one arbitrator each within **30 days** from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within **30 days** thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

f. The language of the Arbitration shall be **English**.

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

h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

2. Jurisdiction

Subject to the Arbitration Clause contained herein, the Courts of **Telangana** shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

20. Escalation/de-escalation is not applicable. 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.
21. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.
22. **GTCC Clause no. 1.8.0 (a), 1.8.0(b) & 1.8.0(c) is deleted and replaced with following:**

Tenderers must submit Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only). The tenderers will have the option to submit the EMD either in the form of a A/c payees Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder.

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name : Ramagundam Fertilizers and Chemicals Limited

Bank name : State Bank of India

Branch Name : RFCL BRANCH (61777)

Bank A/c no. : 36727029257

IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

Bids received without Earnest money deposit shall be summarily rejected.

23. The instant Contract being a works contract benefits to MSME towards, waiver of EMD and other Provision of MSME shall not be applicable.

24. GTCC Clause 1.36.0 stands is deleted and replaced with following: -

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 of GTCC 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 week 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.

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

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:

- i. Tenders submitted by Tenderer who resort to canvassing.
- ii. Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- iii. Tenders, which contain uncalled for remarks or any alternative additional conditions.
- iv. The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons thereof.
- v. Tenders received late / delayed.
- vi. Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives as contractor's service charge/ profit margin will be rejected summarily.
- vii. Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.
- viii. Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
- ix. Ring tendering/Cartel formation

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

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

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

- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear

any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

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

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

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

- 1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or The kedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 1.14.0 The Contractor may employ such employees/ labours as he may think fit and the employees so employed shall be employees of Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, RFCL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and called upon to make payments on that account, RFCL shall be reimbursed by the Contractor for the same as also any other expenses costs and charges incurred by RFCL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the Contractor, RFCL shall be entitled to claim, demand or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the Contractor from any amounts that may become due and payable to Contractor.
- 1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.
- 1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.
- 1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
- 1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 1.19.0 If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.

1.20.0 Quantum of Job:

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

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

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

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

1.22.0 Validity and Extension of Contract:

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

1.23.0 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall

use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.24.0 Deleted.

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

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

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

1.27.0 Security Deposit:

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

the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure IX**).

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

1.28.0 Period of liability (Defect Liability Period) :

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

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

vi. Any other document if required as per NIT.

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

The final bill, complete in all respects, shall be submitted by the Contractor within 30 days of the completion of work. No further claim shall be allowed by RFCL after Final bill.

The following documents shall be submitted to comply with statutory requirements apart from the documents to be submitted with the RA bills:

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

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

d. Final Certificate:

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

1.30.0 Terms of Payment:

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

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

c. Escalation in Rates:

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

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

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

S.No.	Category	Old 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:

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

e. Raising of Invoice/Bill:

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

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

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

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

f. Debit notes and credit notes:

All revisions, rectifications, modification, settlement of taxable value or tax charged may have to be carried out through debit notes and credit notes as early as possible. Further; Credit note shall be issued not later than September month following the end of the financial year in which supply was made or date of filing of the relevant annual return,

whichever is earlier. If Contractor fails to issue debit/ credit note as the case may be RFCL may withhold the payment till rectification of such differences.

g. Uploading of Taxable Invoices:

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

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

1.31.0 Preservation of Free Issue Material:

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

Lawman

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

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

1.40.0 Contractor to Remove Unsuitable Employees:

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

1.41.0 Safety Regulations:

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

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

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

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

1.42.0 Contractor to Execute Agreement:

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

(Ten) days of date of issue of LOA/DLOA OR Start of Work whichever is earlier. The cost of stamp paper shall be borne by the Contractor.

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

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

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

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

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

Or

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

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

1.45.2 Consequences of Termination:

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-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

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

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

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

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

- 1.52.0 Loss to Owner (RFCL) during execution of Contract:** It is understood by the Contractor that in the event of any losses/damages caused to the owner (RFCL) due to the reasons

whatsoever within his control and the same losses/damages are approved, the Contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law. Except with the written consent from RFCL, the Contractor shall not disclose the contract or any provision of the contract to any third party

1.53.0 The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and 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-X) for value of Rs.....towards the material being sent for repair (This Clause shall be applicable for repair of materials).

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

1.57.0 Time Limit for Any Claim:

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

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

1.59.0 Priority of documents:

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

otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

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

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

1.61.0 PROHIBITION OF CHILD LABOUR:

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

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

1.63.0 Weekly Off/Holiday:

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

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

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in India under Companies Act, 2013 and having its registered office at **Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India** to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantees hereinafter contained towards fulfillment 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 fulfill 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 upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.
8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be _____ (date of expiry + 3 months).

Dated _____ this _____ day of _____

(Indicate the Name of the Bank with stamp)

Proforma for Indemnity Bond

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

This DEED OF INDEMNITY made between M/s.....having its registered office 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 **Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003** (herein under called 'the Owner') which expression shall include its successors and assigns of the other part WHEREAS the Owner has placed a Work Order No.on the Contractor 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 acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. The Contractor agrees that the FIM shall be used only for purpose intended by the Owner.
5. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to Rs..... (Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities thereunder.

Dated:

FORM OF CONTRACT

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

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of ----- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

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 Dispute Resolution

(i) Amicable Resolution

- a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.
- b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within 15 days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute/difference.
- c. If the dispute is not resolved within 30 days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

- a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).
- b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.
- c. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or any new Act that may follow).
- d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed ₹5 crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed ₹5 crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
- f. The language of the Arbitration shall be English.
- g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to RFCL on date of award of contract.
- h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

IN WITNESS WHEREOF the parties hereto executed this contract on ---the day of -----, 2026 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.



RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

Ramagundam

(Undertaking for Statutory obligations to be given in the letter head along with every Running Bill)

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 through Electronic Fund Transfer to the bank accounts of the employees and is as per Minimum wages act, bonus and other laws and no complaint has been lodged till date by any contract employee of the above contractor, who has paid wages and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment for the month of _____.

Maintained proper registers, records, documents and books and filed proper returns, forms and statement and furnished necessary particulars to the relevant authorities. EPF and ESI Contributions for the above referred month have been deposited with concerned authorities on or before due dates in respect of the 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.

WE have gone through the terms and conditions stipulate in the tender document and confirm to abide by the same and not done or committed any act or entered into any transaction in violation of any statutory provisions.

No other charges would be payable by RFCL.

(Signature & Seal of Authorized signatory
of the Agency/Contractor with seal)

Signature & Seal of
Authorised Signatory
of the Executing Department)

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

SCHEDULE OF RATES

Sr. No	Description of item	Unit	Quantity	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
a	All kinds of soil.	Cu M.	100.00	200.65	20065.00
2	Supplying & filling in areas, foundation trenches, plinths, sides of foundations etc. and consolidating the same by ramming and watering complete, using :				
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	Cu.M.	88.00	151.08	13295.04
4	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 50m and upto 1km	Cu.M.	8.00	167.69	1341.52
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level. Cement consumption shall be as per norms of DSR.				
a	1:3:6 (1 cement: 3 coarse sand derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources).	Cu.M.	3.00	5024.71	15074.13
b	1:1.5:3 (1 cement: 1.5 coarse sand derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	Cu.M.	8.00	6429.34	51434.72
6	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of	Cu.M.	6.00	6972.71	41836.26

	centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)				
7	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cu.M.	3.00	8365.75	25097.25
8	Centering and shuttering including strutting, propping etc. and removal of form for:				
a	Foundations, footings, bases of columns etc. or mass concrete and precast shelves.	Sq.M.	80.00	302.28	24182.40
b	Columns, pillars, piers, abutments, posts and struts	Sq.M.	20.00	741.00	14820.00
9	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete: Hot finished welded type tubes	kg	1200.00	149.85	179820.00
10	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete	kg	1300.00	95.27	123851.00
11	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.: In gratings, frames,	kg	600.00	133.04	79824.00

	guard bar, ladder, railings, brackets, gates and similar works				
12	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer: MS Tube	kg	602	151.70	91323.40
13	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	Cum	10.00	1876.39	18763.90
14	Cement grouting with addition of shrinkage compensating cement (FOSROC GP-2 or equivalent)	kg	10.00	107.04	1070.40
15	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto or above plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	1000.00	83.12	83120.00
16	Providing and fixing expansion hold fasteners on C.C./R.C.C./BRICK masonry surface backing including drilling necessary holes and cost of bolt etc complete				
a	Wedge expansion type fastener with threaded dia 10mm	Each	40.00	30.82	1232.80
17	Drilling suitable holes in reinforced or plain cement concrete with power driven drill machine to a minimum depth of 100mm upto 200mm in RCC beams, lintels, columns and slabs to introduce steel bars for sunshades/balconies including fixing the steel bars in position using epoxy resin anchor grout of approved make but excluding the cost of reinforcement, all complete as per direction of Engineer-In-Charge. Upto and including 12mm dia.	Each	30.00	108.84	3265.20
18	Providing and fixing G.I. chain link fencing of required width in mesh size 50mm*50mm including strengthening with 2mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer in Charge.				
a	Made of G. I. wire dia of 4mm	sqm	100.00	784.55	78455.00

19	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
a	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	sqm	250.00	174.41	43602.50
Total Amount in (Rupees Nine Lakhs Eleven Thousand Four Hundred Seventy Four and paisa Fifty Two Only)					9,11,474.52

The bidders are required to quote rates as under: The bill of quantities has been provided & the agency is required to quote as per details below:-

1) Quoted Rates = RFCL Estimated Rates minus _____%(Below) in figure and _____%(Below) in Words

OR

2) Quoted Rates = RFCL Estimated Rates plus _____%(Above) in figure and _____%(Above) in Words

3) Quoted Amount Total _____ IN FIGURES

_____ IN WORDS

4) Add GST @ 18% _____

5) Quoted Grand Total including GST _____ IN FIGURES
_____ IN WORDS.

Note to bidders

- a) The Rates quoted should be inclusive of all Taxes except GST, other Statutory Levies to be payable unless specified to the contrary in the bid all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
- b) Bids shall be evaluated on overall lowest basis.
- c) Quantity mentioned in the Schedule of rates is tentative and indicated for the purpose of evaluation of bids. However, actual quantities may vary. RFCL does not guarantee the quantum of work. Payment will be made on actual basis.
- d) Rates shall remain firm throughout the currency of the Contract. This being a works contract, no escalation/de-escalation on rates shall be applicable whatsoever.

Signature of Bidder:

Name

Date

Place

Undertaking on Bidder's letterhead: -

With reference to NIT No. _____ dated _____ of
Ramagundam Fertilizers And Chemicals Limited, Ramagundam for the work of
_____ at RFCL

Ramagundam site I/We _____

S/o.Shri. _____ R/o _____

_____ do hereby solemnly affirm and declare as
proprietor/partner/Authorized signatory of the firm on behalf of M/s
_____ as under: -

- i) That my / our firm / sister concern/their associates etc. has not been blacklisted, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) That no other Firm/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for the job.
- iii) That the information furnished by me/us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and/or incorrect at any stage, RFCL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

Verification:

It is certified that the above contents/facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date _____

CHECK LIST FOR BIDDERS

Sl. No	Documents	Yes/No or N/A
1	Cost of Tender documents: DD No. _____ Amount _____ Date _____ or UTR no. _____ Amount _____ Date _____	N/A
2	EMD(Mandatory for all bidders) DDNo. _____ Amount _____ Date _____ or UTR no. _____ Amount _____ Date _____ or BG No. . _____ Amount _____ Date _____	
3	Whether all the pages of tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form-I is filled up?	
5	Whether declaration form-II (bidders' details) filled up?	
6	Whether declaration form-III is filled up?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is enclosed?	
8	Enclose latest notarized affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self-attested copy of ESI certificate.	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on Party's letter head about Blacklisted/Non-Blacklisted company. The certificate should be exactly in the same format as given in Annexure-XIV of the tender document	
15	Total Turnover of the business in F.Y. 2022-23, 2023-24 & 2024-25 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2022-23, 2023-24 & 2024-25)	

Sl. No	Documents	Yes/No or N/A	
16	Give details of the major similar contracts handled by the tendering Company/Firm/Agency during last seven years (ending last day of month previous to the one in which applications are invited)		
S no	Details of client	Amount of Work completed (Rs.)	Contract period (From and to)
A			
B			
C			
D			
(If the space provided is insufficient, a separate sheet may be enclosed.)			
17	Documents showing completion of one similar works of value not less than Rs. 7.29 Lacs (excluding taxes) related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (enclosed copies) OR		
18	Two similar completed works costing each not less than Rs.4.56 Lacs (excluding taxes) OR		
19	Three similar completed works costing each not less than Rs.3.65 Lacs (excluding taxes)		
20	Annual turnover of the bidder shall not be less than Rs.9,11,474.52/-		
21	Net Worth of the bidders should be positive for the FY 2024-25.		
22	Minimum Working Capital of Rs. 91,148/- for FY 2024-25.		
23	Enclose copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per Annexure- (attach) .		
24	Enclose duly signed copies of Form I & Form II for PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA as per attached Annexure-XIX.		
24	All annexures have been signed as per tender document.		

Bid Evaluation Criteria:

1. Price bid/Schedule of Rate (SOR) of those bidders, who accepts and confirms to all the terms and conditions of NIT without any deviation and who are technically qualified, will be opened after due notice to eligible bidders.
2. If there is any difference between the premium/discount percentage(%age) quoted and in absolute amount, then the premium/discount percentage (%age) will be treated as final. If there is any discrepancy between the words and figures, the amount in words shall prevail. In case absolute amount is not filled then, absolute amount will be derived by applying percentage quoted.
3. Even though Schedule of Quantities has been provided, but the agency shall **quote % above or below RFCL Estimated rates**. Item-wise Discount/ Premium is not permitted.
4. The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be extra and as applicable.
5. Evaluation of the price bids shall be on overall total basis and work shall be awarded to L-1 bid.
6. If, in case of the tie of total evaluated value of two or more bidders, the L-1 parties shall be asked to provide maximum discount and whosoever provides the maximum discount shall be awarded. In case even after discount there are multiple L-1 bidders, in such a case, lottery/draw system shall be resorted to, to **ascertain the name of contractor to whom the job shall be awarded**. Names of all bidders quoting lowest bids of same maximum discount shall be noted on chits. These chits shall be put in a container and shall be mixed properly. Any neutral person or any bidder representative chosen on consensus or voting basis or if in case there is no-consensus, then finally AGM (C) shall be blind folded and he shall pick up the chit from container. The name of party whose name is written on the chit shall be forwarded for further processing as per RFCL's procedure to obtain approval for award of work.
7. RFCL may ask form 16A/26AS in support of work completion certificate for work orders submitted in response to BQC.
8. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.
9. Splitting of Contract is not applicable.

BID SECURITY (EMD) FORMAT

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT **Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003** (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE SAID TENDERER(S) WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES /USD _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED _____ DAY OF _____

CORPORATE SEAL
BANK.

FOR

Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

I, _____ S/o Sh. _____ resident
of _____ do hereby solemnly affirm and declare as under:

1. That on _____ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s _____ is a sole proprietorship firm.
2. That I am the sole proprietor of the firm named as _____ situated at _____ (full address of firm with pin code).
3. That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and RFCL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

Dated: _____

Verification:

It is certified that the above contents/facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date _____

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. "Beneficial owner" for the purpose of above (4) will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

1. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

3. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s Ramagundam Fertilizers & Chemicals Limited

SUB: Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares border M/s _____ with India, we certify that, bidder M/s _____ (Name of Bidder) is :

(i) Not from such a country []

(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (or X) above).

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

Form-II
**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,

M/s Ramagundam Fertilizers & Chemicals Limited

SUB: TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered [] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (√ or X) above).

We further certify that bidder M/s _____ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated..... for the Work of

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and Ramagundam Fertilizers & Chemicals Limited(RFCL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against RFCL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date:

Place:

RFCL SECURITY GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes issued against work order No. _____ dated _____ for _____ (Name of the work). All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the RFCL SECURITY

Chauhan

Chauhan

PREFERRED VENDOR LIST

Sl. No.	NAME OF ITEM	PREFERRED MANUFACTURERS
1	Reinforcement Steel	SAIL, RINL, Tata Steel, Or manufacturers listed under BIS(IS:1786)
2	Cement (OPC/PPC)	All Cement manufacturers having valid BIS certificate and listed in the BIS website as on date of procurement of cement.
3	Structural Steel	SAIL, RINL, Tata Steel, Or manufacturers listed under BIS(IS:1786) (IS:2062)
4	ANCHOR FASTENERS - MECHANICAL TYPE / CHEMICAL TYPE (EOTA/ DIB/ FM/ ICBO-ES APPROVED)	a) FISCHER ANCHORS (FISCHER FIXING SYSTEMS (MICO) LTD) b) HILTI ANCHORS (HILTI INDIA PVT. LTD.) c) POWERS FASTENERS (Through M/s Kraft sales & services (I) ltd) d) WUERTH ANCHORS (MARION WUERTH INDIA PVT. LTD.)

NOTE: -

1. Only 'First' quality material shall be used.
2. RFCL reserves the right to choose any of the approved product/brand/manufacturer as per this list.
3. Specification of the product shall be checked against tender specification/SOR/STCC before selecting any product/brand. In case of any discrepancy, tender item/specification shall prevail, and any such product/brand shall not be used which is not confirming to tender specifications even if it is appearing in this list.
4. In case of products not indicated in this list, only BIS marked product shall be used. In case of any item/product not covered under BIS specification, the contractor shall submit the proposed item/product along with technical literature/specifications (as per tender document), Test certificates and other credentials of the manufacturer of the proposed item/product for RFCL's review and approval.
5. For use of material from a BIS listed /certified manufacturer, the contractor shall furnish a copy of the valid BIS certificate to RFCL before procuring the material.