

**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
RAMAGUNDAM**

TENDER: Tender for Hiring of Ambulance, Maruti Omni Van or Equivalent model of other make (Model 2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year.

TABLE OF CONTENTS

This Tender Document Consists of the following:

Sr.	Description	Page No
1	Notice Inviting Tender (Covering Letter)	2-4
2	Declaration for submission of tender form (Annexure-I)	5
3	Bidders Information Form-Declaration Form II (Annexure-II)	6-7
4	Bank Mandate Form (Annexure-III)	8
5	Definition of Terms (Annexure-IV)	9
6	Eligibility Criteria (Annexure-V)	10
6	Bids Evaluation Criteria (Annexure-VI)	11
7	Scope of Work/Special Terms & Conditions of Contract /Time Schedule/General Terms & Conditions (Annexure-VII)	12-39
8	Schedule of Rates (Annexure –VIII)	40-41
9	Information regarding Vehicle (Annexure-IX)	42
10	Form of Contract (Annexure-X)	43-46
11	Certificate of compliance of Labor Laws (Annexure –XI)	47
12	Undertaking on Party's Letter Head (Annexure-XII)	48
13	Check List For Bidders (Annexure-XIII)	49-50
	TOTAL SHEETS OF TENDER	50

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



2

Ramagundam Fertilizers and Chemicals Ltd.
रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

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

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telengana.

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

CIN:424100DL2015PLC276753

Bidder's Initial & Seal

Date: 02/03/2020

Ref. No.: RFCL /SITE/HR/AMBULANCE/CONT-02/2020

To,

Sub: Tender for Hiring of Ambulance, Maruti Omni Van or Equivalent model of other make (Model 2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year.

Dear Sir,

Sealed Bids are invited for the work as detailed below:

- | | |
|---|--|
| 1. Name of Work | Tender for Hiring of Ambulance, Maruti Omni Van or Equivalent model of other make (Model 2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year. |
| 2. Earnest Money Deposit & Tender Fees | Bidder to submit Earnest Money of Rs. 10,000.00 (Rupees Ten thousand Only) in the form of Demand Draft in favor of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam". Tender received without EMD and Tender Fee are likely to be rejected.

Bidders registered under National Small-Scale Industries/MSME Act. are exempted from submission of E.M.D. as detailed in GTCC Cl. No.1.8.0

Tender Fees: Rs. 250/- (Two Hundred Fifty only) |
| 3. Contract Validity | One year from the date of issue of Letter of acceptance and extendable for another 3 months as per GTCC Clause no 1.22. |
| 4. Validity of the Tender | 3 Months from the Date of Opening of Tender. |
| 5. Last Date and Time for Receipt of Bids | 02/04/2020 up to 15.00 Hrs. |
| 6. Date and Time for Opening of Bids | 02/04/2020 at 15.30 Hrs. |
| 7. Place of Receipt and Opening of Bids | Office of General Manager (Mechanical) Ramagundam Fertilizers and Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.) |
| 8. | The rates should be quoted in the Units given in the Schedule of Rates/Price Bid. The rates should be quoted in both in figures as well as words. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. |

9. Ramagundam Fertilizers and 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.

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

The Tender shall be submitted in Three Sealed Envelopes by mentioning NIT No. and Date on envelopes as under:

- 10.1 Envelope No. 1: Will be superscripted '**Earnest Money**' and shall contain Earnest Money Deposit & Tender Fees as per Clause No. 2 above. The payment shall be made in the form of crossed A/C Payee Demand Draft (Separate for both amount) issued by any scheduled bank except Rural & Co-operative banks in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam.
- 10.2 Envelope No. 2: Will be superscripted '**Unpriced Techno Commercial bid**' shall contain NIT duly signed as token of acceptance & eligibility criteria as mentioned in NIT and all other documents required as per Tender.
- 10.3 Envelope No. 3: Will be super-scribed '**Price Bid/ Schedule of Rates**' (SOR) and shall contain the Item Wise Rates only as per Schedule of Rates Performa (Annexure-VIII).

The three envelopes should in turn be put together in a separate envelope duly signed super-scribed with **"Tender for Hiring of Ambulance, Maruti Omni Van or Equivalent model of other make (Model 2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year."**

11. **Opening of Tender:**

The Tender shall be opened as under:

- 11.1 Envelope No. 1: Super scribed '**Earnest Money**' containing either of EMD or Tender Fee shall be opened first, on the Scheduled Date and Time of Opening of Bids in the presence of those Bidders who wish to be present there.
 - 11.2 Envelope No. 2: Super scribed '**Unpriced Techno Commercial bid**' shall then be opened for those parties who have submitted EMD and Tender Cost or MSME certificate if applicable and discussion would be carried out with the respective Bidders for clarifications, if any.
 - 11.3 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.
- 12. 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
 - 13. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
 - 14. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to GM (Mech), RFCL, Ramagundam at least 7 (Seven) days prior to the closing date of the tender.
 - 15. Every tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language as will be any further information supplied by RFCL.
 - 16. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
 - 17. Evaluation of offer shall be on overall L-1 basis i.e., lowest landed cost to RFCL.
 - 18. "Bidders may ensure that tender documents/offer have been signed by appropriate/authorized representative of 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 tender opening. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for discussion.
20. All Pages shall be initialled/signed at the lower right-hand corner and signed wherever required in tender by tenderer or by the person holding the Power of Attorney on behalf of the tenderer before submission of the tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date.
21. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected.
22. The Tender shall be addressed to **General Manager (Mechanical) Ramagundam Fertilizers and Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Yours faithfully,

for M/s. Ramagundam Fertilizers and Chemicals Ltd



(V. K. Bangar)

General Manager (Mechanical)

Encl: Tender Documents

Enclosed: Annexure (I to XIII)

DECLARATION FOR SUBMISSION OF TENDER FORM

To
 GM (Mech.),
 Ramagundam Fertilizers and Chemicals Limited,
 Fertilizer City, Ramagundam
 District: Peddapalli (Telangana)
 Pin Code- 505 210

Dear Sir,

I/We hereby submit tender for " **Providing Maruti Omni Van or Equivalent model of other make Ambulance (Model-2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year.**" at Ramagundam Fertilizers And Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (Annexure-XIII) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of ₹ 10,000.00 (Rupees Ten Thousand only) vide Demand Draft No. _____ dated _____ in favor of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. (Not applicable for MSME/NSIC registered bidders as mentioned in tender documents).

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

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

Dated the _____ day of _____ 2019

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address _____

Mobile/Telephone No. _____

Annexure-II**DECLARATION FORM – II**

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

Sr.	Description							
1	Name of Applicant/Firm/Company							
2	Complete Address along with Contact Person name, mobile number and Email Id							
3	Company Profile: <input checked="" type="checkbox"/> Please Tick							
i.	Public Limited Company/Private Limited Company							
ii	Undivided Hindu Family/Individual							
iii	Partnership Firm / Co-operative society / others (Pl. Specify)							
	(Please attach duly attested copy of partnership deed (Latest) by Notary Public/Self-attested Firm Registration copy/Incorporation Certificate of articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).							
1.	Year of Establishment /Registration No along with documentary proof if any							
2.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL including employees on deputation / secondment basis, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details) <table border="1"> <thead> <tr> <th>Name & Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
Name & Designation of the Employee	Place of Posting	Relation with the Employee						
3.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.							
4.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.							
5.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-							

6.	GST Registration No. with Documentary Proof.				
7.	Service Accounting Code No.				
8.	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	Agreed			
9.	ESI Registration No. of the Contractor to be intimated along with Documentary proof thereof.				
10.	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.				
11.	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.				
12.	Rate of GST applicable on the quoted rates	<table border="1"> <tr> <td>IGST %</td> <td>CGST %</td> <td>SGST %</td> </tr> </table>	IGST %	CGST %	SGST %
IGST %	CGST %	SGST %			

Dated the _____ day of _____ 2019

Signature of Bidder with Seal)

Name _____

Address _____

Place _____

1.2

Annexure- III**E-BANKING MANDATE FORM**

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

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

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:

Date:

Signature of authorized officer of the Bank

(OR)

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

Annexure-IV**DEFINITIONS OF TERMS**

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

1. "The OWNER / RFCL" means the RAMAGUNDAM FERTILIZERS and CHEMICALS LIMITED., RFCL incorporated in India, having its corporate office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place New Delhi-110066.
2. The "ENGINEER / OFFICER-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. "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.
5. The "TENDER DOCUMENTS" shall consist of Tender Notice, General Instructions to the Tender, General Terms & Conditions of Contract, Special Terms & Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents etc.
6. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
7. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
8. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 and 8 above, Acceptance of Tender and further amendments.
9. The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to affect additions to or deletion from and alterations in the works.
10. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Officer-in-charge when the works have been completed to his satisfaction.
11. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
12. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
13. 'ZERO DATE' shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
14. "GTCC" means General Terms and Conditions of Contract.
15. Technical Terms and Conditions and Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

Annexure-V

ELIGIBILITY CRITERIA For Providing Ambulance, Maruti Omni Van or Equivalent model of other make (2017 Model) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year.

A. Technical criteria

1. The bidders should have executed at least one similar work during last seven years ending on the last day of month previous to NIT publication in the press for providing vehicles on hiring basis in Central / State Government departments/PSU/Private industries/Hospitals/Schools/Colleges/Educational Institutions

Similar work means providing Ambulance / Vehicles (four wheelers like in this tender Ambulance/LMV/MUV) on hiring basis with Fuel (HSD/Petrol/CNG) either in their or customer scope. Executed period of similar contract should not be less than one year.

However similar work of hiring vehicles to individual person / Hotel / Taxi Stands / Buses to State Road transportation will not be considered eligible against this tender

2. Experience of having above mentioned successfully completed similar works during the last seven years ending on the last day of month previous to NIT publication in press should be either of the following:

i.	One similar completed work costing not less than (excluding taxes)	6.68 Lakhs
	OR	
ii.	Two similar completed works costing each not less than (excluding taxes)	4.17 Lakhs
	OR	
iii.	Three similar completed works costing each not less than (excluding taxes).	3.34 Lakhs

B. Financial criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e., 31.03.2019 should be at least **Rs. 2.51 lakhs.**

C. Documents to be submitted in support of eligibility criteria

1. Self-attested copies of Purchase/Work orders in support of Clause A.1 & A.2 of the technical criteria with full technical & commercial details including work order value along with the completion certificate from the concerned organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.

Bidder can also submit one reference Purchase order towards their eligibility for one or more depending upon the value of reference purchase order.

Relevant Experience is to be taken for one-year period. If the contract period of the completed work order is more than one year then the Contract value shall be intra-polated for one year. However, the same shall be applicable for contract period with completion period less than one year.

2. Self-attested certified audited balance sheet & Profit & Loss account for three financial years (2016-17, 2017-18 & 2018-19)

Annexure-VI**A. BIDS EVALUATION CRITERIA:**

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

1. Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money & Tender Fee as prescribed in the tender document.
2. The price bid of only such tenderer shall be opened who will meet eligibility criteria & fulfil the terms & conditions of Tender stipulated in the NIT.
3. It may be noted that, for evaluation purposes, if the tenderer does not quote rate for any item, the same shall be taken based on the highest rate quoted by any of the other tenderer. However, if such bidder happens to be Lowest evaluated bidder, price of unquoted items shall be taken as Nil and considered as included in the bid price.
4. In case quoted rates of two or more bidders happen to be same, such bidders will be called to offer discount in sealed envelope based on maximum discount offered, L-1 bidder will be decided for placement of work order.
5. Evaluation of the price bids shall be on overall basis and work shall be awarded to L-1 bid.
6. 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.
7. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.



Annexure-VII**I. SCOPE OF WORK****Contractor's scope**

Scope of work includes but not limited to the following:

1. Providing one ambulance, Air-conditioned, Maruti Omni or Equivalent model of other make of year 2017 or later model on monthly HIRE basis along with the drivers to be provided to RFCL Ramagundam Site & RFCL Township Premises on 24 hrs basis on all week days including on Sundays and Holidays for duties assigned from time to time as per instruction of OFFICER-IN-CHARGE.
2. To maintain & up-keep the ambulance all the time.
3. The above ambulance will be purely on rental basis along with fuel/HSD & drivers. Diesel, lubricants, consumables, spares, tools & tackles required for operation & maintenance will be in Contractor's scope without any extra cost with driver
4. Necessary safety precautions are to be strictly followed at site. Required PPEs are to be implemented strictly at the site as per the terms and conditions of RFCL.
5. The bidder preferably shall be owner or having hired agreement of the vehicles as per SOR and has to be maintained in good running condition. The vehicle should be registered preferably in the name of bidder or should have hire agreement. In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner prior to the date of bid opening, shall have to be produced. The agreement should be valid for the contract period.
6. It should not have more than One Lakh K.M at the time of placement of order. As soon as One Lakh K.M are over during the contract period, new vehicle with less than One Lakh K.M. running shall be provided.

II. SPECIAL TERMS & CONDITIONS OF CONTRACT**1. Operating cost for Ambulance**

All expenses towards operating the Ambulance inclusive of cost of petrol, lubricants, expenses by way of salary and expenses of the operating and maintenance crew, repairs and upkeep etc. shall entirely and exclusively be borne by the contractor and shall be included in the quoted rates.

The quoted rates shall be complete, composite and firm for the entire duration of the contract period and shall be inclusive of all the expenses necessary for the continuance of the services envisaged under the contract. Such expenses shall also include (but not limited to) payment to RTO, Insurance, labour authorities, local and municipal authorities etc. which are necessary for the satisfactory execution of the contract. The quoted ambulance monthly rates shall, however, be revised upward or downward in case revision in price of petrol/HSD notified by the IOCL and applicable in Ramagundam area in Telangana State. The rates in this regard to effect increase/decrease in price shall be taken from website of IOCL. The adjustment in the rates of the ambulance hired under this contract as against the variation in the price of petrol (HSD) shall be effective from the date of notification as notified by IOCL as per the formula given below:

$$\text{DIFFERENCE ADJUSTABLE PER Km (Rs. /Km.)} = \frac{\text{DIFFERENCE IN RATE OF PETROL/HSD}}{\text{(AVERAGE MILAGE GIVEN BY THE AMBULANCE PER LITRE OF PETROL)}}$$

Base date of petrol / HSD rates shall be the ___/___/2020 (last date of submission of bid) and rate of Petrol will be as per notification of IOCL in Telangana State. The variation in the price of petrol/HSD shall be adjusted based on the periodicity of filling of fuel and tallying against the mileage of the vehicle. i.e for example if the vendor has filled fuel of "10" litres @ price of Rs 82/- then the total kms considered for price variation will be $10 \times 15 = 150$ Kms, which means till the completion of 150 Kms.

Average Mileage of various ambulance for the above formulae shall be taken as below:

S.N.	Ambulance	Avg. Mileage (KMs/Litre)
1	Maruti Omni Or Equivalent model of other make ambulance not older than 2017 on round the clock basis	15

For adjustment of lump sum rate, actual km. run or average 700 km pm. whichever is lower shall be considered.

2. Insurance & Taxes

The Contractor shall ensure that the ambulance deployed by him under this contract shall at all times during the currency of the contract be adequately insured under comprehensive insurance policy, shall have paid all road taxes as applicable, obtained necessary

permits/clearances such as that for pollution control etc., as may be applicable or may become applicable from time to time and shall provide documentary evidence for the same. All expenses towards obtaining and maintaining above, shall be borne entirely and exclusively by the Contractor.

3. Timings

- 3.1 The Ambulance against Sr. 1 of contractor's scope mentioned above shall have to be at the disposal of RFCL, first aid on round the clock basis on all days (including Sundays and Holidays) during the currency of the contract.
- 3.2 Duty time for each driver in general shall be seven days a week and 08 Hrs per day 3 shifts with 8 hrs per shift. from ambulance reporting time which will be intimated by the Officer-In charge on day to day basis.
- 3.3 The Contractor shall ensure that timings are strictly adhered to and shall whenever necessary, deploy alternate ambulance to ensure uninterrupted service in the case of break down or repairs are to be carried out on regular ambulance.

4. Reckonable Kilometers:

- 4.1 The reading on the odometer of the ambulance at the time & place of reporting in the morning shall be considered as the opening reading (kilometers) for the concerned day. The closing reading (kilometers) for any day shall be the one appearing on the ambulance's odometer at the time & releasing of duty when its service is completed for that particular day. These opening and closing readings of any given day shall be noted and considered to calculate the run for the day. Any unauthorized mileage on account of Contractor's requirement such as repairs, etc. shall be deducted.
- 4.2 The contractor shall ensure that all meters and devices of the ambulance (particularly the odometer) are in working condition. In case of failure of the odometer, necessary corrective action should be taken immediately, failing which the km. certified by the

1-2

company officer using the ambulance shall be deemed final and binding on the contractor. The company in this regard shall not entertain any further claim. In case any meter tampering is noticed for increase of meter reading intentionally then extra readings will be recovered proportionately w.r.t standard checking.

- 4.3 The contractor at his own cost shall print and maintain a log book as per RFCL Standard each ambulance. The opening and closing reading of the odometer shall be recorded in the log book on daily basis and shall get the signature of the authorized representatives of the company for each trip performed against relevant entry. Format for
- 4.4 The details recorded in the log book and duly signed by the authorized representative of RFCL shall form the basis for payment.

5. Operating and Maintenance Crew

- 5.1 The contractor shall at his own cost maintain 3 drivers along with reliever for the smooth and efficient running of the ambulance provided to the company. The drivers must possess at all times valid driving license and should have sufficient experience (not less than three years) as a commercial driver with a good track record of driving.
- 5.2 The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicles by ensuring safe driving. RFCL shall have no direct and indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to documentary evidence of driver's duty for record of RFCL.
- 5.3 The contractor shall carry out the day to day or time to time instructions given by the authorized representative of the company.
- 5.4 Driver (s) deployed by the contractor on the hired ambulance for the duty of company shall have to go to various places and as such, they should be well conversant with the routes and roads of the area. The contractor should deploy permanent drivers on the ambulance with mobile phones and frequent change of Driver(s) shall not be allowed. The driver of the ambulance must be in proper uniform & should be well behaved.
- 5.5 The ambulance asked for under this tender should be fit in all respects and shall comply with Motor Vehicle Act/rules/existing laws. Ambulance shall be equipped with valid documents i.e. Registration book, comprehensive insurance certificate, fitness certificate, pollution control certificate and with all taxes and levies paid up to date, during the contract. The responsibility for any lapse in this regard shall be that of the contractor against such defaults.
- 5.6 The contractor will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by the hired ambulance to the equipment / property / personnel of the company. He shall also be responsible for any claim raised by any third party(i.e.) due to loss of life/injuries/property, etc. as a result of accident caused by the hired ambulance.
- 5.7 The driver(s) engaged/deputed with the hired ambulance by the contractor for carrying company's officers/staff shall maintain punctuality and discipline. If any driver(s) or staff engaged by the contractor is found to be undisciplined, misbehaving with company's authorized representatives and/or officer/staff under the influence of any intoxicant or otherwise the company may ask the contractor to replace such driver(s) / staff member.

Contractor shall then forthwith comply with such instructions, failing which the hired ambulance may not be accepted for duty. The time lost due to such eventualities shall be entirely to the contractor's risk and cost and shall attract penalty under this contract.

- 5.8 The contractor shall exclusively be liable for non-compliance of the provision of any acts, laws, rules and regulations having bearing over engagement of labour/worker(s), directly or indirectly for execution of the work under the contract.
- 5.9 The contractor must have 24 hours working telephone system so that they can be telephonically contacted at short notice and at off hours and on holidays in case of requirement of ambulance.
- 5.10 The contractor shall indemnify company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family pension & Deposit Linked Insurance Scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- 5.11 The liability under relevant sections of Motor Vehicles Act 1968 and IPC causing death or permanent liability developed by the vehicle supplied by the contractor due to any reason, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard, under the provision of law.
- 5.12 In case contractor fails to submit the supporting documents pertaining to statutory payments of the contract workers along with the bill, an equivalent amount to 40% of the bill amount pertaining to labour component may be withheld to take care of fulfillment of statutory requirements such as PF, ESI, Bonus, Leave payment etc on behalf of the contractor. Further wherever contractor fails to pay the wages to its workers, RFCL reserves the right to pay the wages to the contractor's worker directly on behalf of the contractor after deducting the payments out of bills/dues payable to the contractors. However, in such cases 25% will be recoverable extra on account of administrative expenses and above the amount paid by RFCL.
- 5.13 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's ambulance / property/driver(s) and other staff, etc. under any circumstances while a hired ambulance is engaged in the company's duty under the contract. In case vehicle is not registered for commercial purpose or any dues charged by statutory authorities will be borne by the contractor.
- 5.14 The contractor shall ensure that its driver(s) refrain from smoking or carrying any inflammable substances, etc., at the installations, camp stations, stores, yards, etc. while on duty with the company. The Contractor's employees shall ensure that they abide by routine and special rules regarding the safety and security measures while on duty with RFCL as per the directions of the representatives of the company at the work site.
- 5.15 Fueling, maintenance of ambulance, changing of Driver(s) etc. shall be carried out by the contractor at his own cost with the permission of Officer-in-Charge or his authorized representative with reasonable minimum time so that there is no effect on timely availability of ambulance at any point of time including change of shifts, etc.
- 5.16 The speedometer, kilometer recorder and other instruments/meter(s) shall be maintained at standards of accuracy. The contractor shall rectify any defect found by company forthwith. Instruction issued in this regard to the driver of the ambulance by company's officers/personnel traveling in the ambulance shall be final and binding on the contractor.

- 5.17 The contractor or his employee(s) shall ensure entries in the Log book/journey slip(s) (which shall be arranged by contractor as per the format suggested by the company) are properly maintained and recorded date-wise as per columns given in the log book and signed by the user(s)
- 5.18 The contractor or his driver(s) shall ensure proper recording of time and kilometer in the log books. The contractor shall submit the log books to company along with the bills. In case any variation is noticed in the kilometers recorded in the log book(s) with that of the actual run as verified by the user, company will make the deductions to this extent from the bill(s) of the contractor without any intimation to him.
- 5.19 The Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and shall indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 5.20 The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the Contractor.
- 5.21 In the event of the Contractor backing out of the contract anytime during the currency of the contract without any explicit consent of the Company, the contractor will be liable to the recovery of higher rates, vis-à-vis contracted which may have been incurred by the Company for executing of the contract for the balance period of the contract by alternative means.
- 5.22 Failure by the contractor to comply with any statutory requirements and terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender called by the Company.

6. Running and Maintenance

- 6.1 The ambulance shall be kept in good operating condition and shall be maintained roadworthy at all times at the cost of the contractor.
- 6.2 At the time of reporting in the morning, the ambulance shall be provided in a clean and neat condition with necessary fuel, lubricant, etc. filled in it by the Contractor.
- 6.3 In the case of break down/accident or withdrawal of any of the ambulance by the Contractor for any reason whatsoever, the contract shall immediately make suitable replacement by providing another ambulance of similar kind acceptable to company. In case ambulance is not provided within reasonable time (half hour), the company has the right to arrange for alternative transportation and recover the costs towards the same from the Contractor.
- 6.4 If in the opinion of the company any supplied ambulance is found to be unfit for service, the same shall be forthwith replaced by the contractor by another ambulance of required specification and acceptable to the company. In the event of failure on the part of the Contractor to do so, penalty charges shall be levied on the Contractor by company as per the provisions of clause 19 of STCC thereof, for the number of days such alternate ambulance is not provided by the contractor.
- 6.5 In the case of abandonment of the work of supplying and operating ambulance to the company, within the contract period, the company shall be at liberty to make alternative arrangement for meeting its requirement at the sole risk and cost of the contractor.

7. GENERAL

7.1 The Contractor shall ensure ready availability of the following items at all times in each ambulance.

- i. First aid box
- ii. Spares like hose pipes, fan belts etc.
- iii. Stepney tyre in good condition
- iv. Tool kit with all types of tools and tackles with jack
- v. **Shall have a provision for carrying oxygen cylinder, foldable stretcher, provision for saline stand, fire extinguisher etc.**
- vi. Any other item as required by law.

8. The driver(s) of the ambulance shall

- i. Preferably have knowledge of English, Telugu & Hindi
- ii. Be neatly and properly dressed while on duty (Uniform as per Telangana State)
- iii. Be in possession of valid driving license
- iv. Be in possession of all relevant documents pertaining to ambulance such as insurance policy, Registration book, etc. at all times while on duty
- v. Possess working mobile phone
- vi. Have good knowledge of routes, road rules, conditions of roads etc.
- vii. The drivers deputed should be of good character without any criminal record. Contractor shall submit an undertaking in this regard on their letter head.

9. Contractor shall make his own arrangement to procure fuel, lubricants, spare parts etc. in time. If the ambulance is sent to garage or petrol pump, etc. due to above reasons or for attending any repairs, contractor shall not be paid for such trips. Also, it has to be noted that in general, the above has to be avoided.
10. Parking charges, Toll taxes/Path-kar, Inter-State tax and entry permits shall be paid along with the payment on production of original bill/receipt/challan. Payment of toll gate fees and any other charges of such nature are the sole responsibility of the contractor and the contractor must ensure the same payment. In case drivers are unable to pay and any employee of RFCL paid it, then the same will be recovered from the contractor's bill along-with Rs.100/- as penalty for each such default in addition to the charges/fees amount paid.
11. The driver(s) deployed under this contract should not be under influence of liquor or any other intoxicant while on duty. In the event of such happenings, the contractor shall remove the erring driver from services and any damage caused by such driver shall be totally borne by the Contractor.
12. The ambulance must not carry any persons or luggage other than those authorized by Officer-in-Charge.
13. The Contractor shall have to ensure the safety of passengers by avoiding risky or negligent driving by his drivers such as over speeding, rash driving, driving ambulance with mechanical defects/discrepancies, etc.
14. No ambulance should be supplied having registration in the name of employee of RFCL staff or close relative of RFCL Employee. Declaration to be given in Annexure-II.
15. Contractors shall ensure that the vehicles are filled up with the adequate quantity of fuel at every time and if contractor denies/fails to fill the fuel of vehicle in time and RFCL has

filled it then the same may be recovered from the bills of the contractor along-with 25% administrative charges on above the fuel amount.

16. The working hours will be deemed to start when the ambulance reports at the designated place. When the ambulance reports, reading of milo meter and reporting time will be recorded in the log book by user of the company. The reading on the odometer of the ambulance at the time of commencement of its service in the morning shall be considered as the opening reading (kilometer age) for the concerned day. The closing reading (kilometer age) for any day shall be the one appearing on the ambulance's odometer at the time when its service is completed for that particular day. The reading and time recorded shall be forming the basis for payment of running charge (per kms.) for the particular day.
17. Necessary safety precautions are to be strictly followed at site. Required PPEs are to be implemented strictly at the site as per the terms and conditions of RFCL.
18. The Contractor shall be responsible to arrange Gate-Pass to service persons engaged by him for entering into office premises under scope of work as per procedures laid down by RFCL from time to time.
19. **Penalty:** If for any reason whatsoever, the vehicle(s) does not report for duty on any day/days in compliance with Company's requirement, company shall impose a penalty of Rs. 500/- (Rupees Five Hundred only) per day per vehicle (Prefix and suffix Closed Holidays included for the purpose) in addition to reduction in the monthly rate on pro-rata basis for such period for which vehicles have not reported. In case vehicles have not reported within reasonable time (One hour) the company shall hire vehicle(s) from other agencies and back-charge the consequent cost to the contractor apart from levying of above penalty.
20. **The following clauses of GTCC are not applicable for this contract.**
1.2.0, 1.3.0, 1.30.0 (c), 1.32.0, 1.36.0, 1.55.0, 1.9.0(VI) & 1.27.0(C)
21. **In case any contradiction in clauses of STCC & GTCC, the STCC shall supersede the GTCC.**
22. The Ambulance should bear the logo of RFCL and the name & address of the company in the front of prominent place during the period of contract for which no extra charges will be paid.

III. TIME SCHEDULE

Ambulance will be deployed by the contractor within two weeks from date of issue of Letter of acceptance by RFCL. In case contractor failed to deploy the vehicle within 14 days then EMD will be forfeited and contractor will have debarred from participation in future NITs.

IV. At present the minimum wages applicable as per GO dated 23.09.2019 are as under —

Nature	Rate of wages (in Rs. Per day including VDA)	
Skilled (Driver)	569 /-	(+ statutory related payment i.e. PF@ 13%, ESI @ 3.25%, Bonus @ 8.33%, Leave @ 5% totalling approx. 29.58%)

V. General Terms and Conditions of Contract

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

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

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

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

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

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

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

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

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

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

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

1.8.0 Earnest Money Deposit:

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

- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
 - i. Withdraws or modifies offer in full or part during the validity period
 - ii. Failure of the bidder to honor their offer.
 - iii. Does not accept Purchase / Work Order if placed by RFCL
 - iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.
 - v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
 - vi. If documents submitted along with the bid are found false, fabricated etc.

1.9.0 The following tenders will be liable to summary rejection:

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

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

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

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

- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

c) Insurance Cover for Workmen:

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

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

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

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

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

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

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

1.15.0 In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favoring RFCL will apply. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent upon any misunderstanding or otherwise will be allowed.

1.16.0 The Contractor shall be liable to RFCL for any omission or commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to RFCL.

1.17.0 The Contractor shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.

1.18.0 The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.

1.19.0 If the Contractor gives an undertaking (along with Technical bid) citing that the PF Code will be obtained before start of work and failure to do so, then RFCL shall have the right to terminate the Contract without any compensation or payment.

1.20.0 Quantum of Job:

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

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

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

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

1.22.0 Validity and Extension of Contract:

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

1.23.0 FORCE MAJEURE:

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

1.24.0 Deleted.

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

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

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

1.27.0 Security Deposit:

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

1-2

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)

a. 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.

b. 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.

c. 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.

d. 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.

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

1.31.0 Preservation of Free Issue Material:

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

1.32.0 Scrap Allowance (For Free Issue Material only):

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

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

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

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

1.35.0 Material Transportation:

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

1.36.0 Price Reduction Schedule:

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

1.37.0 Engineer-In-Charge:

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

entertained. In case of any dispute the Contractor may appeal to the Officer-In-Charge whose decision shall be final and binding.

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

1.39.0 Conciliation & Arbitration:

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

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

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

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

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

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

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

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

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

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

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

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
- b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
- c. persistently fails to adhere to the agreed program of work Or
- d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
- e. Performance is not satisfactory or work is abnormally delayed, Or
- f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
- g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
- h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
- i. Ring tender/Cartel formation/Non-bonafide method, or
- j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.
- k. Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such

termination (except clause 1.45.1 (k)), excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to RFCL, up to the date of termination. In case of termination of this contract on its expiry or otherwise, the staff deployed by the Contractor will have no claim for any employment in the regular / or any other capacity in RFCL.

1.45.2 Consequences of Termination:

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

- a. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.
- d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

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

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

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

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

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

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

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

1.54.0 Deleted

1.55.0 INDEMNIFICATION

The contractor shall have to furnish Indemnity Bond (as per format enclosed as Annexure-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:

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

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

1.59.0 Priority of documents:

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

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

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

1.61.0 PROHIBITION OF CHILD LABOUR:

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

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

1.63.0 Weekly Off/Holiday:

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

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

SCHEDULE OF RATES

Annexure - VIII

Sr. (a)	item Description (b)	Unit (c)	Amount (Rs.)
A1	Hire charges per month for providing ambulance including 3 Nos. driver's along with reliever salary*, other charges and maintenance, fuel etc. as per the scope of the work clause 1.1. Rate up to a maximum run of 700 kms. Per Month @ 24 hours per day (per day 3 shifts and 8 hrs for each shift)	Rs.	
A2	Rate per km for running the ambulance beyond 700 kms (maximum up to 500 kms)	Rs/Km	
A3	Rebate offered per kilometre for underutilization of the ambulance, if the ambulance is used less than 700 kms in a month	Rs/Km	
A4	Total price per month (A1 + (A2*500))	Rs.	
A5	Total Price for 12 months (A4*12) excluding taxes	Rs.	
A6	GST is exempted	Rs.	NIL
A7	Total Price for 12 months (A5)	Rs.	

Total of above (in fig.) Rs. _____

in words: Rupees _____

*Minimum wages shall be considered of Skilled category as per the latest government notification.
These amounts are fixed apart from the revision in petrol/diesel.

Notes:

1. The Bidder shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any Tender with the multiple rates quoted will be summarily rejected.
2. The implication of increase in minimum wages shall be included in the quoted prices and no claim related to the revision of minimum wages shall be entertained during the contract period.
3. The rates quoted for hiring of ambulance shall include the salary/wages indicating statutory payments of 3 drivers along with reliever, cost of maintenance of ambulance, repair, replacement of spares parts and all other charges like cost of petrol, lubricating oil, all other documents (as described elsewhere in this tender document) all taxes and levies as applicable, overheads and profit, commercial permit, license fee, and including replacement of ambulance as required **excluding parking charges, toll taxes/path-kar, and entry permits.**
4. For Parking charges, Toll taxes/Path-kar and entry permits shall be paid along with the payment on production of original bill/receipt/challan.

5. Rebate offered per kilometre for underutilization of the ambulance against SOR item A3 will not be part of evaluation.

(SIGNATURE OF BIDDER)

Name_____

Date_____

Place_____

Q.1

Annexure-IX**INFORMATION REGARDING VEHICLES(AMBULANCE) TO BE DEPLOYED BY BIDDER**

SR.	DESCRIPTION	VEHICLE DETAILS
1.	MAKE	
2.	MODEL	
3.	YEAR OF MANUFACTURE	
4.	INSURANCE DETAIL	
5.	CERTIFICATE OF REGISTRATION	

The bidder shall furnish the self-attested copies of the supporting documents in support of above information.

(SIGNATURE OF TENDERER)

Name _____

Dated _____

Place _____

Annexure-X**FORM OF CONTRACT**

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

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I**1.1 CONTRACT DOCUMENTS:**

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2**2.1 WORK TO BE PERFORMED**

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

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

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

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

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

ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 ARBITRATION

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

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

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



IN WITNESS WHEREOF the parties hereto executed this contract on ---- the day
of -----, 2020 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

1.

2.

Witness

1.

2.



Annexure-XI**Corporate Governance Certificate about compliance of all labour laws on Bidders letter head in below format**

Certificate of Compliance
Of
Statutory Provisions of Labour Laws

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

Awarded to M/s _____
having Work Order No. _____
dated _____ for which RA bill No. _____ has already been submitted for
Rs. _____ against which payment has been made on (date) _____ in
presence of Authorised Officer of Executing /HR department and is as per Minimum Wages Act, Bonus
& Others and no complaint has been lodged till date by any labour of the above contractor who has
paid wages for the month of _____.

EPF and ESI Contributions for the above referred month have been deposited in r/o manpower
deployed as mentioned at Sl. No. _____ to _____ of Wage Payment Register.

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

(Signature of Contractor with Seal)

Authorised Signatory
Signature & Seal
(Executing Department)



Annexure-XII**Under taking on Party's letter head: -**

With reference to NIT No. _____ dt. _____ of Ramagundam Fertilizers And Chemicals Limited, Ramagundam for Tender for Providing of Ambulance, Maruti Omni Van or Equivalent model of other make (Model 2017) on round the clock basis along with drivers at RFCL, Ramagundam Site & RFCL Township Premises for a period of one year., I _____

_____ S/oSh. _____
 _____ R/o _____

_____ Authorized
 Representative of (the Institution) _____ do solemnly
 affirm and declare as under:-

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

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

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

The contents of the above paras are true.

Seal & Signature of Bidder

Annexure-XIII**CHECK LIST FOR BIDDERS**

Sl. No	Documents	Yes/No or N/A
1	Cost of Tender documents: DD No. Amount Date or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	EMD DD No. Amount Date or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
3	Whether all the pages of tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form-I is filled up?	
5	Whether declaration form-II (bidders' details) filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is 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 on page no. __ of tender document (Annexure-)	
15	Total Turnover of the business in F.Y. 2016-17, 2017-18 & 2018-19 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2016-17, 2017-18 & 2018-19).	

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.)
A		Contract period (From and to)
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 6.68 lacs per annum 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. 4.17 Lacs/Annum (Excluding taxes) OR	
19	Three similar completed works costing each not less than Rs. 3.34 Lacs/Annum (Excluding taxes)	
20	Enclosed copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per Annexure- (attach)	
21	All annexures have been signed as per tender document.	