Ref.: - RFCL/Elect/ARC 23-24/Township mtc/001 **Date: 21/ 06/2023**

Sub: Tender for "Annual rate Contract for Assistance of Man power in Township and Township Area maintenance for the year 2023-24 at RFCL, Ramagundam."

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

NOTICE INVITING TENDER (E- TENDER)

Ref.: - RFCL/Elect/ARC 23-24/Township mtc/001 **Date: 21/ 06/2023**

Sub: "**Annual rate Contract for Assistance of Man power in Township and Township Area maintenance for the year 2023-24 at RFCL, Ramagundam**"

Dear Sirs,

Sealed Bids are invited through e-tender for the work as detailed below:

1. **Name of Work** : Annual Rate Contract for Assistance of Manpower in Township and Township area maintenance for the year 2023-24 at RFCL, Ramagundam.

2. **Earnest Money Deposit and Tender Cost** : Bidder to submit Tender cost & Earnest Money of value given below in the form of Crossed / A/c payee Demand Draft of Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam. Tender received without tender Cost & EMD are likely to be rejected.

   Bidders registered under National Small Scale / MSME Industries and startups with requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT),Ministry of Commerce & Industry are exempted from submission of E.M.D. and Tender Cost detailed in GTCC 1. 8.0

   Tender Cost: Rs. 750 /- (Rupees Seven hundred and Fifty only) in the form of Crossed / A/c payee Demand Draft in favour of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam". Tender fee is non refundable. The same is to be submitted along with the technical bid in case the Tender documents downloaded from the web site.

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

   Both Costs payable by demand draft as specified in General Terms and Conditions clause no 1.8

3. **Contract Period** :Twelve months from the date of issue of Letter of acceptance & extendable for three months as per mutual consent.

4. **Validity of the Tender** : 120 days from the Date of Opening of Tender.

5. **Last Date & Time for Receipt of Bids** : 20/07/2023 up to 10.30 a.m

6. **Date & Time for Opening Bids** : 20/07/2023 up to 11.00 a.m

7. **Place of Receipt and Opening of Bids** :Office of Chief Manager (E & IT.) ; Ramagundam Fertilizers and Chemical Limited, Fertilizer City ,Ramagundam: 505210 ; Peddapalli(Dist) ; Telangana

8. Please read each and every line of this covering letter and NIT very carefully before submitting the bid. Any failure to abide by commitments of NIT will result in blacklisting of the bidder for future bids asper the relevant clauses of RFCL works manual.

All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. C. M. (E & IT.) at least 7 (Seven) days prior to the closing date of the tender.

It is advised that all bidders who are willing to submit bid, to visit RFCL before submitting the bid and get their selves acquainted with ground realities in department, so that after submission of bids they do not land in any hitherto unknown scenario and get in to trouble.. If the bidder is at far off place then he is advised to get himself acquainted with departmental conditions before filling bids on telephone.

Though the detailed Terms and conditions are given in NIT but department wants to foretell / forewarn all the bidders that they will not deviate from terms and conditions of NIT. Fulfilment of all statutory obligations, labour laws and minimum salary requirement of workers including PF, ESI, Bonus, leave payment is essential. No tolerance policy is applicable on these terms and conditions. SOR has been prepared with absolute transparency to give bidders information regarding base estimate which is actually the payment to be made by contractor to his worker along with deductions on account of TDS taxes, administrative and other charges (such as Tools/uniforms/PPE equipment etc) . Bidders are advised to use their good discretion while filling service margin in SOR so that they can fulfil their commitments under this present bid. If any bidder fills service margin which is less than 1 % of base estimate, then his bid will be rejected.

This being the fifth NIT of this nature, RFCL prefers only experienced man power which is well acquainted with places, people and job. It is not possible to use new man power as all our previous effort would otherwise go waste. The existing composition of man power shall continue and no replacements are warranted without permission of RFCL. Additional manpower, if any, if required shall be kept with the approval of RFCL only.

Payment of salary by contractor to workers deployed by him: The salary of workers deployed by contractor shall be paid salary by him by 7 th of every month positively. In case of failure by contractor to pay the same by 7th of month, RFCL shall be free to make payment directly to contractor deployed persons through his bill and If RFCL makes the payment then 25 % administrative charges shall be recovered from contractor's bill. In case of any three such defaults, contract is liable to be terminated and all the dues to his deployed persons shall be compensated through remaining bills and security deposit and / or by liquidation of bank guarantee. If amount is not sufficient to compensate the dues of employees, then the same may be recovered from any other amount due to him in any other contract or from any

contract which are running in any organization either at Ramagundam or at any other places. Bidders must have financial capability to pay at least two bills without payment of RA Bill, as first bill requires time for payment due to multiple formalities and Workers payment become due on 7 th of the next month. Further it is also possible that due to some reasons e.g.non-submission of bill by contractor or plant shut down in RFCL or any other unforeseen exigency another payment is also not paid by RFCL, such non-payment of two consecutive bills shall not become a reason for non-payment of salary to workers deployed by him.

9. The rate should be quoted in the Units given in the Schedule of Rates. When service margin quoted by the bidders in % and absolute amount are different then Service margin quoted in percentage shall be treated as correct and the amount shall be reworked accordingly. Any corrections made in the service margin shall be authenticated with signatures at all places

10. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender

11. Procedure for Submission of Tender:

The bidders shall upload duly signed copies of their bids / Documents in the following manner:

1. The bidders shall upload one set of Tender document and NIT duly signed on each page as token of acceptance of all terms and conditions
2. The bidder shall upload scanned copies of
   (1) Crossed Demand Draft / RTGS/NEFT towards EMD and
   (2) DD/RTGS/ NEFT of tender document Cost.
3. The ORIGINAL Demand Draft (DD) / Bank Guarantee of EMD and DD of Tender Fee should reach Ramagundam at following address before opening of Techno commercial bid:

   Chief Manager (E & IT)
   Ramagundam Fertilizers and Chemicals Limited
   Fertilizers City
   Ramagundam – 505 210
   Peddapally (Distt)

If the original DDs / Bank Guarantee does not reach before due date at above address, then the bid of those bidder(s) shall not be opened. RFCL takes no responsibility for delay, loss or non-receipt of EMD & Tender Fee sent by post / courier.

4. Submission of price bid as per "Schedule of Rates"

The price details as per format of "Schedule of Rates" given in Annexure-VII shall be uploaded

12. **Opening of Tender:**

The Tender shall be opened as under:

1. The tenders will be opened electronically by RFCL from Ramagundam Office in the presence of representatives of Tenderer(s) / Bidder(s) who wish to attend the technical /price bid opening.
2. On the scheduled date of opening, EMD and Technical bid shall be opened first.
3. All the Technical& Un-priced Commercial Bid and EMD shall be examined.
4. Those bids that are found meeting the Eligibility Criteria and the other requirements

shall only be considered for further opening of their price Bids (i.e. Schedule of rates).

5. Price Bids of those technical suitable and acceptable bidders only will be opened electronically on date & time to be intimated later.
6. Decision of RFCL in this regard shall be final and binding on all bidders

The following documents are to be uploaded with the quotation, failing which the tender will be liable for rejection

1. Address of office/works
2. Declaration forms I & II duly filled (Annexure IIA & IIB)
3. Duly signed NIT and Tender documents.
4. Check list as per Annexure-IID
5. Un-priced SOR (Annexure-VII) along with technical Bid (NIT & TENDER DOCUMENTS).
6. Priced Bid separately (Annexure-XI).
7. Copy of the PAN Card
8. Documentary Proof for GSTIN Registration No, Code No./Accounting Code.
9. Copy of PF registration No.
10. Copy of ESI Registration Number / Code
11. Blank cancelled cheque or bank A/c particulars as per annexure II Form III
12. Power of attorney in the Name of the Person, who has signed the Tender Document

If a Tenderer has relations whether by blood or otherwise with any of the employees of RFCL, the Tenderer must disclose the relations in the form of a Declaration at the time of submission of Tender, failing which RFCL shall reserve the right to reject the Tender or rescind the Contract

13. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.

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

15. Every communication by 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. Bidders may ensure that tender documents/offer have been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidders on their letter head: will not be allowed on the grounds that offer was not signed by authorized person." in such case EMD shall be forfeited

18. Contractors who do not have class A contractor license need not apply and contractor License from any state in India is accepted.

19. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first

with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation

20. 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

21. The condition of prior turnover and prior experience is relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and made suitable provisions in the Tender document(refer BQC Annexure iv). The quality and technical parameters are not to be diluted. The exemption from submission of EMD is also provided to all 'start-up' as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)., For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT),Ministry of Commerce & Industry

22. Tender documents shall be issued at RFCL site Ramagundam, after deposition of the cost of tender documents in the form of Demand Draft as described above. Tender Documents can also be downloaded from the site, however the cost of tender documents shall be submitted in the form of Demand Draft as described above at the time of submission of tender documents. **Detailed instructions to E tendering is enclosed as Annexure I.**

23. The Tender shall be addressed to **Chief Manager (E & IT) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,
for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(P Surendra Babu)
Chief Manager (E & IT.)
E-mail : surendrababu@rfcl.co.in
Mob: 6001791083

पी सुरेंद्र बाबु / P SURENDRA BABU
मुख्य प्रबंधक (विद्युत)/Chief Manager (Electrical)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam-505 210, Dist. Peddapalli (T.S)

Encl: Tender Documents (Annexure I to XI)

Annexure-I

Ref. No. RFCL/Elect/ARC 23-24/factory mtc/001 **Date: 21.06.2023**

Tender for "Annual rate Contract for Assistance of Man power in Township and Township Area Maintenance for the year 2023-24 at RFCL, Ramagundam

SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering:

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to line up contract for ARC for assistance of Man power in Township and Township area maintenance for the year 2023-24 at RFCL , Ramagundam.

As PER GIVEN SPECIFICATIONS through e-tendering. The NIT will be posted on website **https://rfcl.abcprocure.com** from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

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

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

a) Ramagundam Fertilizers And Chemicals Ltd

1) Mr. P Surendra Babu, Chief Manager (E & IT) RFCL, Fertlizers City, Ramagundam E mail: **surendrababu@rfcl.co.in**	2) Mr. Kurma Rao, Deputy Manager (Electrical), RFCL, Fertilizers City, Ramagundam Mob No: 7067886459 Email:kurmarao.baggu@rfcl.co.in

b) M/s. e-Procurement Technologies Limited

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	**info@abcprocure.com** **dsc@abcprocure.com**
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	**support@abcprocure.com**

3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	**Office Hours:** Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday			

2. (a) Pre-Requisites for System using e-Procurement sites:

(b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on https://rfcl.abcprocure.com under download section prior registration and Participating in e-Tenders invited by RFCL.

(c) For Quick Bidder Manual, you can refer this link https://youtu.be/-E5fiZVYnfg for Tender Submission **OR** download "Bidder Manual" from https://rfcl.abcprocure.com website **OR** Contact us.

(d) Pre-Requisites for DSC Registration:

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

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site https://rfcl.abcprocure.com , one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator info@abcprocure.com

, dsc@abcprocure.com , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

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

4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

5. Corrigendum/amendment, if any, shall be notified on the site https://rfcl.abcprocure.com . In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender

7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
   - (i) Vendors are advised to log on to the website (https://rfcl.abcprocure.com) and arrange to register themselves at the earliest
   - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
   - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
   - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
   - (v) Once the entire process of submission of online bid is complete, they will get an automail from the system stating you have successfully submitted your bid in the following tender with tender details.
   - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
   - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.

8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to

8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before thedue date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please bereassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.

9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.

11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.

12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

13. Tender Schedule:

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

Tender Schedule for : ARC for assistance of Man power in Township and Township Area Maintenance for the year 2023-24 at RFCL , Ramagundam

Sr. No.	*Tender Stage*	*Date & Time*
1	Start Tender Document Download	**21.06.2023 at 10:00 hrs.**
2	End Tender Document Download	**20.07.2023 at 10:00 hrs.**

3	Due/ last date of submission Bids	**20.07.2023 at 10:30 hrs.**
4	Bids Opening	**20.07.2023 at 11:00 hrs.**

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

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

15. Tender Opening:

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

16. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money may not be opened.

17. RFCL reserves the right to reject or accept any tender without giving any reason

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

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

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

19. Name & Addresse & Address of Consignee:

The Chief Manager (E & IT) Technical Building, Ramagundam Fertilizers And Chemicals Limited Ramagundam – 505 210, Peddapally (Dist) Telangana

20. GST Nos.

Unit	**GST NO.**
Ramagundam, Telangana	36AAHCR2335P1ZY

21. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

Thanking you,

Yours faithfully,
For & On behalf of
M/s. Ramagundam Fertilizers & Chemicals Ltd.

पी सुरेंद्र बाबु / P SURENDRA BABU
मुख्य प्रबंधक (विद्युत)/Chief Manager (Electrical)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam-505 210, Dist. Peddapalli (T.S)

(P Surendra Babu)
Chief Manager (E & IT.)
E-mail : surendrababu@rfcl.co.in
Mob: 6001791083

Annexure-IIA

DECLARATION FOR SUBMISSION OF TENDER FORM-I

To

The Chief Manager (E & IT),

Ramagundam Fertilizers and Chemicals Limited,

Fertilizer City, Ramagundam

District: Peddapalli (Telangana)

Pin Code- 505 210

Dear Sir,

I/We hereby submit tender for **"Annual rate Contract for Assistance of Man power in Township and Township area maintenance for the year 2023-24 at RFCL, Ramagundam"** 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-VII) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs.**50,000/-** (Rs. Fifty Thousand Only) vide Demand Draft No._____ dated_____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable for MSME registered as referred in Tender document).

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.

It is also certified that the rates quoted by me/us in the Price bid/SOR (Annexure VII) are workable. The consideration / margin quoted above Estimate is not less than 1 % which is required to fulfil statutory levies / duties, taxes, administrative charges/ Service charges and other expenses to maintain employees in contract. I further understand that inability to fulfil workers' liability shall lead to contract termination.

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 _____2023

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address_____

Mobile/TelephoneNo._____

Annexure-IIB

DECLARATION FOR BIDDER DETAILS FORM -II

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

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

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

Dated the _____ day of _____2023

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address_____

Mobile/Telephone No._____

ANNEXURE-IIC

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

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

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

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:
Date:

Signature of authorized officer of the Bank

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

Annexure II D

Check List of Documents to be submitted by Bidders

[Please write yes / no in Col (V)]

Document No(I)	Name of Document (II)	Remarks (III)		Complied Yes / No(V)
1	**EMD demand draft of** **Rs 50000** /-in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam	Not To be submitted by bidders registered under National small Scale Industries / MSME Industries(MSME certificate to be submitted) Udyam registration is mandatory to avail MSME benefits		
2	**Tender Cost Demand draft of Rs 750/-** in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam	To be submitted by bidders not registered under National small Scale Industries / MSME Industries(MSME certificate to be submitted)		
3	All NIT documents including covering letter duly signed	All pages to be signed and stamped		
4	Deviations with regard to NIT. No list of deviations means all terms and conditions of NIT are accepted	No deviation allowed. However if any to be submitted		
5	DECLARATION FOR SUBMISSION OF TENDER FORM-I Annexure-II A	To be signed and stamped at bottom after filling all details.		
6	Declaration of bidder Details form –II Annexure-II B	To be signed and stamped at bottom		

		after filling all details.		
7	Declaration of Bank details (E Banking Mandate) Form III Annexure-II C	To be signed and stamped at bottom after filling all details		
8	Check List of Documents to be submitted by Bidder Annexure-II D	Properly read, ticked in column (v), signed and stamped		
9	Undertaking Annexure II - E	Properly read, signed and stamped		
	Eligibility Criteria Annexure IV	-	-	-
	A) Technical Criteria	-	-	-
	1.0 Similar Work Definition	-	-	-
10	i) Class A Contractor License from any state in India	Self-attested		
11	ii) Class A Supervisory License from any State in India	Self-attested		
	2.0 Experience of having completed similar work as per A 1 as a class A supervisor in last seven years i.e. between 01.05.2016 to ending on prior to one month before the date of NIT. **For startups, Pl refer BQC Annexure IV**	-	-	-
12 13	i) Self-attested copies of WO along with satisfactory completion certificate for One Similar work completed Rs. 34.44 Lacs (excluding taxes) ii) Self-attested copies of WO along with satisfactory completion certificate for Two Similar work completed Rs. 21.52 Lacs (excluding taxes) iii) Self-attested copies of WO along with satisfactory completion	Self-attested copies. Only Execution quantity shall be considered for evaluation. Supply shall not be considered. WO shall be for similar work as defined on CLAUSE A.1 under Ann III of NIT i.e. Eligibility criteria. WO executed		-

14	certificate for Three Similar works completed Rs. 17.22 Lacs (excluding taxes) **For start ups, Pl refer BQC Annexure IV**	value for evaluation shall be considered on one year basis. Pro rata value for one year shall be considered for WO which are for more than one year and wo which are for less than one year value shall be considered on one year basis only.		
	B Financial criteria	-	-	-
15 16 17	Self-attested audited Financial statement for three years i.e. year 19-20 ending on 31.03.2020, year 20-21 ending on 31.03.2021 and Year 21-22 ending on 31.03.2022 for Average annual Financial Turn Over (Excluding GST @ 18 %) of value more than or equal to Rs. 12.91 lacs **For start ups, Pl refer BQC Annexure IV**	Self-attested copies		
	C Documents to be submitted	-	-	-

18 19 20 21 22 23	i) WOs as mentioned above ii) Class A contractor's license and Class A supervisor's License as mentioned above iii)Annual returns as stated above iv)Copy of Permanent Account No v) Copy of GSTIN Registration vi)Copy of PF registration issued by Govt Authorities. vii) Copy of ESI registration. viii) Copy of MSME Certificate / UAM (Udyog Adhar Memorandum) ix)Copy of labour License / undertaking as per declaration form	All documents to be submitted after self-attestation and duly stamped.		- -
27	Undertaking on Party's letterhead Annexure IX	To be submitted after carefully filling with sign and stamp.		
28	Schedule of Rates Annexure VII	To be carefully filled after reading all notes and signed by bidder		
29	RFCL may ask Form 16/26A in support to the work executed as per the work order submitted by the party. Power of Attorney in the name of person who has signed the documents in case of Partnership/Company etc. Copy of latest income tax return filed for last 3 years Any other documents if necessary may be submitted in support to the tender			

SEAL AND SIGNATURE OF BIDDER

Annexure II E

PERIODICITY AS PER NIT

We, M/s --------- do hereby affirm that if the subject work of **"Annual rate Contract for Assistance of Man power in Township and Township area maintenance for the year 2023-24 at RFCL, Ramagundam"** is awarded to us then our company apart from fulfilling the jobs assigned under NIT scope of work to the fullest satisfaction of Engineer In charge, shall bind itself to comply following obligations unfailingly as per the periodicity defined in contact terms and conditions. Repeated Failure (any attempt more than three times at sole discretion of RFCL to do so may result in either termination of contract with a notice as prescribed in NIT at the maximum or non-satisfactory completion of contract (i.e. Satisfactory Completion certificate shall not be issued on completion of work period) with or without forfeiture of SD (on sole discretion of RFCL as minimum penalty. The obligations to be fulfilled as per contract are:

S N	OBLIGATIONS	PERIODICITY
1	AGREEMENT	BEFORE START OF WORK
2	BG / PBG /ISD	WITH IN 15 DAYS OF START OF WORK
3	MONTHLY SALARY TO WORKERS	BEFORE SEVENTH OF EACH MONTH
4	PF @ 13 %, ESI @ 3.25 %	BEFORE 15 TH OF EACH MONTH
5	LEAVES @ 5 %	TO BE PAID QUARTERLY
6	BONUS @ 8.33 %	ANNUALLY ON DIWALI OR QUARTERLY AS A PART OF BONUS IN 4 INSTALLMENTS.
7	GST as applicable	EVERY MONTH
8	BILL SUBMISSION by contractor to executive Department.	EVERY MONTH BEFORE 7 TH SO THAT BILLS ARE PAID BEFORE 5 TH OF COMING MONTH TO FACILITATE DISBURSEMENT OF SALARIES ON 7 TH OF THAT MONTH

Note: All emoluments to employee are as per present statutory requirements. The rates shall as per the notifications issued time to time by State/ Central Govt, whichever is higher.

SEAL AND SIGNATURE OF CONTRACTOR
OR AUTHORISED SIGNATORY

Annexure-III

DEFINITIONS OF TERMS

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

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

11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6 & 8 above, Acceptance of Tender and further amendments.

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.

13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.

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

16. 'ZERO DATE' shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.

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

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

Annexure -IV

BIDDER QUALIFICATION CRITERIA FOR RFCL TENDERS- SERVICES CONTRACT
(Where supplies to support services is limited to 20% of total estimates)

S. N.	Conditions	Documents required(To be submitted along with Technical bid)
1.	Bidder should be Service Provider / Contractor having successful experience of **(Similar Work*)** during the last Seven (7) years. **Note:** "The last 7 years shall be counted from last date of the preceding month in which tender has been Issued."	i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate. ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above .The Authorization certificate should be issued for specific tender/enquiry. iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv) **For startups** : For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry v) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest) vi) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted

		vii) For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.
2.	Bidder should have successfully completed (Similar work*) during immediate last 7 years as mentioned below : One work not less than **Rs. 34.44 Lacs(excluding taxes)** of the estimated cost of NIT (or) Two works of not less than **Rs. 21.52 Lacs(excluding taxes)** of the estimated cost of NIT (or) Three works of not less than **Rs. 17.22 Lacs(excluding taxes)** of the estimated cost of NIT **For start ups**: One work not less than **Rs. 25.83 Lacs (excluding taxes)** of the estimated cost of NIT (or) Two works of not less than **Rs. 12.91 Lacs (excluding taxes)** of the estimated cost of NIT (or) Three works of not less than **Rs. 8.61 Lacs (excluding taxes)** of the estimated cost of NIT	Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client. **For startups**: For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. Also, Relaxation is subject to meeting of quality and technical specifications.
3.	The Average Annual turnover of the bidder in the last three financial years shall not be less than **Rs 12.91 Lacs (excluding taxes)**. And **For startups: 4.30 Lacs (excluding taxes)** In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2019-20, 2020-21 & 2021-22) * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the

	financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st September, it is compulsory to submit the financial details of the immediate three preceding financial years only. In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.	bidder's company). **For startups**: For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. Also, Relaxation is subject to meeting of quality and technical specifications.
4.	The net worth of the bidders should be positive for the Financial year ending	A Copy of Audited* Balance Sheet should be submitted in support of your claim.* Where

	31.03.2022. **Note:**"* date of last Financial year should be mentioned considering the period in which tender is issued".	audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5.	Bidder should have minimum working capital of **Rs 4.30 Lacs(excluding taxes)** as per Audited Financial result of FY 21-22 & for start ups(**Rs.2.15 Lacs) (excluding taxes)** "Working capital should be current assets minus current liabilities.	Copy of audited balance sheet for the Financial year ending 31.03.2022 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 4.**30 lacs(excluding taxes)** & for start ups(**Rs.2.15 Lacs) (excluding taxes)** as on preceding month in which tender has been issued. **For startups**: For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. Also, Relaxation is subject to meeting of quality and technical specifications
6.	I. Bidder must not be **black listed** by any government department/public sector undertaking/co-operative Unit. II. Bidder must not be **delisted / on Negative List** by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be on the **Holiday list** of RFCL.	Self-certification(s) for both should be submitted on Party's letterhead for the same.

* **Similar work means**

- Supply of manpower for assistance in all electrical works for rotating shifts and general shift.
- Independent work of Battery maintenance and earth pit maintenance
- Assistance as well as independent trouble shooting of LT three phase(415V) and single phase (230V)
- Assistance as well as independent work providing 415v, 230 V Flood lights, Welding machines, portable connection in ordinary/Flame proof area with all safety practices.
- Assistance or independent monitoring of motors, their currents, temperature, earthing, abnormal smell or sound etc

All above works or either one of any shall be part of work order submitted by contractor for qualifying in evaluation.

Supply of items shall be excluded from total work order value. For evaluation overall value of Work order for supply of skilled/Semi skilled/Unskilled man power shall be considered.

If W.O is for 2 years then pro rata value for one year shall be considered. If W.O is for less than one year then same value shall be considered for one year. Also, no running W.O shall be considered.

All Work Orders shall be done with satisfactory completion certificate. A W.O without satisfactory completion certificate shall not be considered for evaluation.

Any forged documents if found at later stage will call for termination of contract ,blacklisting of party and if RFCL management decides initiation of criminal proceedings in Court of Law for forfeiture of Bidders License ; receiving all financial losses incurred by RFCL towards floating of this bid, lining up of temporary contract on emergent basis due to termination of this contract ,lining up of new contract and all the cost that was incurred by engaging engineers, Law firms and PR company to maintain RFCL's image in society and corporate world in the wake of such occurrence; and any suitable punishment for contractor deemed fit by Court of Law.

Submission of genuine documents is the bidder's responsibility and RFCL's faith on bidders' submission shall in no way absolve bidder from legal proceedings against him.

The evaluation of genuineness of documents of the bidder shall remain in progress from the parent company even after allotment of work. After allotment of work or in between, if it comes under light that the submitted documents are not genuine either in part or whole then the action against contractor as mentioned above shall be initiated immediately.

Annexure V

SCOPE OF WORK

Assistance in Maintenance work for running of Township during the year:

The assistance in work includes one, two, many or all types of works in quantities as per requirement of Township and shall be executed as and when required. No separate measurements for execution of job shall be necessary and scope defined hereunder is to illuminate the different types of works which may be required to be assisted for. Measurement shall be defined in form of assistances required per day. The quantities mentioned against each job are tentative and the assistances are solely based on requirement and shall be used interchangeably against different jobs. These quantities are indicative and flexible. Execution of work shall be done in Township and Township area maintenance, in shifts. The details of jobs in which assistance is required is given as under:

1. **Cable glandings,** terminations and lugging of cables wherever required shall be in scope of contractor. This shall be as per requirement of Area / section In charge and shall be with the approval of Engineer In charge Job includes HT / LT power cable laying , control cable laying, OFC cable laying in HDPE pipes of appropriate diameter as per RFCL specifications under strict supervision of Contractor Supervisor, in persistent consultation with section / area in charge and Guidance of Engineer In charge, formation of bridge with bricks inside trench and initial padding/ cushioning and covering of cable with sand. Providing / fixing route markers at 25-meter distance, Cable laying on trays with proper cable dressing with nylon wires and keeping gaps between various voltage grades providing cable identification Aluminium tags on initial and end points and in between at every 10 meters at least. Further as and when required cable laying on walls and metal supports and on RCC roofs by saddling or fixing clamps by wooden gitti or roul plugs and if required by welding of cleats on Iron channels / supports etc.

2. **Laying of cable trays**, their fixing, alignment, coupling / welding/ bending giving profile as per requirement, earthing of trays at every 25 meters and bonding of different trays.

3. **Dressing of existing cables**, removal of permanent cable and rolling it in drums, removal of temporary cable either flexible or armoured, shifting it from Township to either work shop, site stores or to main cable yard as per requirement. Shifting of cables from main yard to Township and mounting on jack with the help of jumbo, Truck Fork lifter or crane as per availability

4. **Cable fault localization:** During running of the plant, there are instances when cable fault is to be located. The feeder trips due to fault in cable. After that the exercise of location of fault starts. Using various loop methods or Cable fault locator the location of fault is identified and the fault is removed and cable is taken in line.

5. **Cable alley checking:** Cable alleys of all the plant MCC and PCC of LT sides are checked by opening the cable side boxes and their if desired currents are taken for different motors in

different phases. The condition of outgoing cables is seen to detect any overheating or discolorations. The cable alley is checked for any blanking hole in it and for cleanliness and from sealing point of view

6. **Earthing Cable / strip laying**, Earthing Checking: It includes laying of earthing cables, laying of earth strips making earth stations, earthing of motors, as per requirement. Laying of earthing strip all along the tray joining, welding bitumen paint on welds shall also be part of job as and when required. Lightening earthing strip continuity and resistance checking, Earth checking of all structures and lightening arresters to be carried out as per schedule.

7. **Township & Township area Lighting** ,Substation lighting, Transformer room lighting, ware house lighting, Non-plant building lighting, Solar lights of town sip, shopping complex lighting, School Lighting, Hospital Lighting, Town ship Street lighting, Residential quarter surround lights, Both GM bungalow lights IGH & VIP guest house lights, gate lights, park lights , both club lights, Road lights between Factory to IGH & Town ship up to Railway crossing and all lighting at public facilities and all feeder pillars ,cables and switch boards along with other paraphernalia used for providing supply to these lights shall have to be maintained.

8. **Lighting Complaints:** Fault finding, defective part replacement, their checking and hand over to respective users.

High mast light complaints. Lowering down the light platform, checking of lights, replacements of defective components testing of lights and raising the platform to its height

Attending the complaints of Township & township area boundary wall lights and street lights and solar lights. Cleaning the fixtures properly, cleaning of glass, removal of insects, dust and making it clear to light, checking of supply in fitting, integrity of holders, finding fault of any other component which is rendering the fitting out of use. Restoring the light back to normalcy and testing its operation. Finding fault in the circuit and its removal and restoring it back to normalcy by removing fault by replacing the faulty part/ cable.

High mast light complaints. Lowering down the light platform, checking of lights, replacements of defective components testing of lights and raising the platform to its height
Attending the complaints of boundary wall lights and street lights and solar lights. Cleaning the fixtures properly, cleaning of glass, removal of insects, dust and making it clear to light, checking of supply in fitting, integrity of holders, finding fault of any other component which is rendering the fitting out of use. Restoring the light back to normalcy and testing its operation. Finding fault in the circuit and its removal and restoring it back to normalcy by removing fault by replacing the faulty part/ cable.
Temporary connections of flood lights, welding machines, portables and other electrical items as per requirement: Usually in shifts, different maintenance groups and production also demands temporary lighting at certain places for better visibility and if dark patches are observed any where due to lighting circuit fault or non provision of light fittings, then temporary light are required to be provided. Welding machine connections and portable connections, 24 volts /220 volt hand lamp

connections are required as per requirement. Assistance includes shifting of flood lights, handlamps, cables etc and fixing and laying at site of requirement. In plant, Contract man power does the job of assistance but at in non plant areas the temporary connection jobs can be done by contractor group with skilled technician.

9. **Providing permanent lights** of type HPMV/HPSV/LED/incandescent/ halogen and all kinds of lights with or without control gear boxes as per requirement on wall, structures, poles through cleats or clamps or through any appropriate modifications suiting to site with arrangements separately for Control Gear Box and Lamp fixtures as per job requirement.

9. **Motor Preventive Checking**

a) Motor Terminal Box: checking of motor side connections and supply side connections checking of links, checking ingress of moisture in TB checking of clearance between terminal ns TB cover, Glands checking of TB sealing. Proper sealing after maintenance. Cleaning of Fan cover and Fan, Cleaning of motor body and motor surroundings. If grease is found beneath DE / NDE side bearing clean it immediately. Remove all old scrap, cleaning jute etc. from site and dispose it properly. Check earthing of motors and LCS. Cleaning and checking of LCS. Placing back canopy.

b) Motor starters: Checking of fuse ratings, power as well as control fuses, overload settings, other relays settings, earthing of the module, rack in rack out mechanism , withdrawing rails, shutter lifters SIC contacts, SFUs Overheating in terminations dis colorations tightness of terminals CT connections Incoming and Outgoing contacts , their connections integrity, Elmex / other control terminals, condition of rails, contactor's contact condition, their tightness, Auxiliary contacts, size of looping and their lugging, types of lugs
in CT terminal, Module indication lamps etc.

10. **Shifting of motors HT / LT** from Township to work shop and from work shop to Township as per requirement with the help of crane, hydra, fork lifter, jumbo, truck trailer trolley etc., using slings and D shackles of appropriate strength, mounting on the foundations fixing with bolts, cable connection and solo run of motor.

Cleaning of Motors, opening of fan cover and fan with puller, removal of coupling hub, end covers, removal of rotor out from motor. All measurements, cleaning of grease, removal of bearings, positioning new bearing, taking dimensional measurements, checking rotor balancing, assembling of motors, putting back coupling hub, cable connection of motor, solo run and NDT of motor, final Motor painting, motor TB and other repairs as per job requirement

11. **LCS erection, checking, wiring earthing.** Replacement of ammeter push buttons etc. as per requirement.

Job includes wiring of LCSs as per requirement, testing of modules and commissioning under strict supervision of Contractor Supervisor, in persistent consultation with section / area in charge and Guidance of Engineer In charge.

12. **Maintenance of Portables:** Checking of all portable equipments like grinding machines, welding transformers and generators drill machines ovens, laboratory and hospital equipments, flood lights small generators, small battery chargers, Diesel Engine self-starters, vacuum cleaners blowers etc. Cleaning of the machines, opening, fault finding and rectification by replacing defective parts, assembling, testing and hand over to user.

13. **LT HT Motor Drying Out**. Shifting of motors as described above, Taking IR value of motor, Opening of LT / HT motor. Removing rotor from stator, stator placement in oven for dry out for 24 hours then varnishing of winding with class H or C varnish and drying it out again for 24 hours. Removing motor checking IR value overhauling as described above assembling and then testing solo run, NDT and hand over to user in plant.

14. **Greasing of Motors:** All HT & LT motors of Township require greasing depending upon type of duty and speed of operation of the motors. It also varies with manufacturer to manufacturer. The Schedule of Greasing is prepared on No of running hours' basis and greasing is done as per the schedule. At the time of greasing the Grease Gun of Appropriate capacity with nozzle as per requirement is used. The grease is properly mixed in drum so that it is a proper mix of Oil and soap and after that the grease is filtered properly and filled in gun and thereafter Greasing is done in motor and after greasing the nipple is properly cleaned on motor and excess grease that has fallen beneath motor at the time of greasing is cleaned properly.

16. **Testing, calibration and repair of Energy meters**, various substandard, Field use and laboratory use equipment and meters like meggers, clip on meters for AC & DC, earth testers, CRM meters, ducter, primary as well as secondary injection kits and all other electrical testing, measuring and calibration instruments of Township area which are in use or procured new or have failed or giving erroneous results.

17. **Operation of Telephone Exchange:** Telephones are provided in town ship and soon shall be regularized through Electronic Server Based Exchange. During operation there are multiple issues related to the operation of the exchange. Exchange monitoring on regular basis cleanly ness of surrounding power supply temperature of surroundings regular cleaning monitoring of indications for healthiness and network trouble free working. attending various problems related to non-operation of telephones by attending lines or replacing card/ telephones, providing new telephones, Disconnection or shifting of lines / telephones as per requirement. It includes assistance in call tracing programming of telephone console recording of complaints, updating of directory and all other functions which may be mandatory and desired to successfully operate the exchange

18. **Drawing material from Main Stores** /Ware House/ site stores: Stationary items and Consumable Material in bulk for monthly use is required to be drawn from main store or ware house to sub store or site stores for use in maintenance. The material is sorted, stocked and kept in record. Then sub/ site store material inventory is kept and stock is maintained as per requirement. Similarly Township spares are also maintained in site store or in main stores and monthly review are done.

19. **CCTV installation monitoring** and maintenance as per requirement of Township urgency till the vendor arrives for repair as per contractual terms. It includes mounting and relocation on CCTV camera, its replacement with arc. Laying, repair of cables for CCTV, mounting, shifting, relocation of racks /NVR/ DVR, TV Monitor screens as per requirement. Identification of faults, extracting footage / data from NVR/DVR as per requirement. Further if required tower faults if any and power supply monitoring shall be done as per requirement of plant urgency till the vendor arrives for repair as per contractual term.

23. **LAN point monitoring,** monitoring of Core and sub distribution boards all assess points and all Ethernet/ LAN points, Power supply LIUs Patch cords etc. shall be monitored, repaired and replaced by Assistant Staff as per requirement.

24. **Temporary or Permanent** wiring for Industrial purposes: Casing Caping, Conduiting or batten wiring or simply saddling or clamping of twin twisted wires or flexible cables or armoured cables for in Township area as per requirement. Fixing of 5 A / 15A or 16 A/ or 20 Amp switch sockets as per plant requirement which includes wiring of switch sockets with main electrical circuit and testing of satisfactory operation. These are required for extension of utility points like geysers coolers fridge oven etc. in guest houses or in residential quarters.

25. **Replacement or providing new items in Township:** ceiling fan or wall bracket or any item sanctioned by RFCL policy to be provided free of cost to be provided as per requirement in Township

26. **Township Maintenance:** There shall be a separate General shift and rotating shift exclusively run by contract staff. This Township maintenance group shall be used to attend all Township complaints including all street lights, FLM, Shopping complex and house hold surrounding lights, all other complaints like provision / replacement of ceiling fans/ switch sockets/ conduits/lighting JBs/ Dewatering pumps/ Borewell etc. Lighting and electrical switch socket exhaust fan ceiling fan replacement in all CSS substations, all feeder pillars, three phase distribution boxes of houses, Solar Lights, Solar batteries solar cells, all guest houses and India House and STP plant. In coming time, NPDCL shall connect its supply to township at 33 KV. Contract staff shall also be deployed for all electrical equipment connected to it.

27. **Supervision:** Maintaining the attendance of staff their PF, ESI, Medical, wages, advances related records, their job performance assessment, handling complaints related to regularity, punctuality, behaviour, skill and attitude of assistant staff members. Regular briefing to them regarding safety precaution ensuring proper tools and PPE for safe and quality performance by Assistant Staff. Coordination between Contractor and Department, keeping good industrial relations among workers, ensuring their timely payment of wages, bonuses, EL and other statutory payments. Measurement of all jobs, making work orders, getting them certified from various sections, making bill, timely deposit of PF ESI making attendance sheets, Compliances against all labour regulation, follow up for getting bill forwarded from department, follow up regularly with all concerned agencies for timely payment of bill. Monitoring and supervision of all field jobs maintaining shift staff providing substitute planning, reliever and substitutes in gen shift and shift as per requirement.

allocating daily jobs to assistant staff, Occasional reinforcement of staff at certain places as per departmental requirement, providing additional man power other than envisaged due to sudden plant requirement. Follow up of items operated and overall execution of contract. Supervisor, for all practical purposes is a contractor's replacement in Contractor's absence and responsibility of successful operation of contract lies with him.

28. **Dewatering:** Dewatering becomes major activity in rainy season and particularly in Ramagundam. Shifting of Dewatering pump at site, fixing of starters, laying of cable on temporary basis tapping of supply from nearest supply point, connection to dewatering pump starters, laying of pipe from pump discharge and pump inlet, testing of pump by running of motor check currents in all three phases setting of overload and checking fuse rating for correctness. Priming of pump and checking discharge of pump fixing of flexible discharge pipe to avoid its movement due to turbulence, and monitoring operation as per requirement. Monitoring of water supply: In Ramagundam the water supply monitoring is also to be looked after. This includes switching On and Off the bore well water pumps the fire water pumps the submersible pumps in town ship. This also includes valve operations as per requirement.

29. **Shift and Gen shift operations in Township:** The man power provided in general shift and rotating Shifts are placed as per allocation in Schedule of rate or as per actual requirement in Township on day to day basis or as per the spontaneous / sudden /planned requirement of section in charges or area In charges under the information of Engineer In charge to provide assistance in any particular job. This man power is provided to help RFCL employees placed in shift in carrying out jobs mentioned above. In case of any emergency, the manpower can be retained beyond working hours on overtime as per corresponding SOR item.

30. **Battery maintenance:** i) Lead Acid batteries The assistance is required from contract staff for battery maintenance. It includes battery cleaning, cleaning of salt deposits from cell terminals, terminal tightening as per requirement, complete bank voltage, charging current in the bank. The balance of each cell is to be checked. All cell voltages, electrolyte levels and Specific Gravities shall be checked and recorded. Petroleum jelly is to be applied on cell terminals. Any abnormality in battery bank or individual cell or in exhaust fan or any other in battery room has to be reported by Contractor staff.

32 **Earth Pit Maintenance:** The Earth Pit maintenance is to be done every year twice. The pit is to be opened, clean it, take readings. Open nut bolts and take readings of individual pit. Replace the rusted nut bolts and make good connection and apply grease. Close the earth pit properly.

33. Sub Station Cleaning : All offices, maintenance rooms in sub stations and transformer yards in plant and in town ship irrespective of their sizes are to be cleaned regularly. No electrical Equipment is to be touched and only ceiling and floors are to be cleaned. The assistant staff shall get special training and approval of Department to carry out the job. Initially they will work under strict supervision and without supervisor they will not enter these places. Further the cleaning includes dry cleaning of floors and ceiling with brooms or vacuum cleanse as per availability of

resources and wet mopping of the areas, every day in each sub stations, on all floors including cable gallery. In Air-conditioned rooms only vacuum cleaning or well mopping shall be used. Also, if required, assistant staff jobs may include cleaning of toilets in Electrical sub stations and offices provided in substation buildings. Apart from the above activities, it will be required to clean grass and weeds around substation and inside switch yard. Cleaning of toilets or offices in areas other than substation can also be asked for as per requirement of plant and process, on temporary basis with consultation with engineer in charge. The Contract staff can be asked for cleaning in other areas also as per departmental requirement for which contract staff shall move immediately. Consumables (such as Mop, broom, toilet cleaner, Floor cleaner, washing powder as per the job requirement along with Mug and bucket etc.) shall be in RFCL scope

34 Transformer maintenance:

36. DG Set Maint.
38. Fire System Maint
39. LT HT Motor Maint
41. Battery Maintenance:

Annexure VI

SPECIAL TERMS & CONDITIONS OF CONTRACTS

CONTRACTOR'S SCOPE

1 The contractor shall take insurance of workers to be deployed in contract with medical cover under worker's Compensation Act 1923 or shall subscribe to ESI for all workers. If ESI member ship is taken, then separate insurance under worker's compensation act is not needed.

This clause may be read along with relevant GTCC clause 1.11 and 1.12.

2. All the Required Man power, materials, tools, tackles required to execute and complete the work in all respects shall be arranged by the contractor at his cost for smooth and timely completion of the job. The minimum required list of tools is as below:

- **For each Group of Technician/Helper:** Cutter plier, nose plier, one screw driver each small, medium, big; slide wrench small and normal, line tester, D spanner set, Tubular spanner set, Ring spanner Set, series Test lamp, small and medium hacksaw frame and blade, Allen key set, and tool bags etc.(Tools of Taparia /De neers are only acceptable)
- Apart from above tools three full size tool kits with files, hammers, Socket spanner set, Monkey plier sets, and other tools which may be needed from time to time to complete job, may be kept by contractor
- Personal Protective Safety Equipment like Safety Helmets(ISI mark) and safety shoes (acceptable make: Tiger/Bata/Allen Cooper) shall be provided by Contractor to all employees. Safety Goggles, Face Shields, Safety Belts, Hand Gloves(both for Battery maintenance and regular usage)and other PPEs(such as Apron for Battery maintenance) shall be made available to workers as per requirement of job.
- Contractor shall provide all the above-mentioned tools and safety PPE of acceptable make mentioned to all manpower after the award of contract and before stating of the work. Contractor shall also provide 2 sets of uniforms to each worker approved by EIC and Diwali sweets to all the workers. **Contractor shall consider regarding all the above costs while filling the profit margin. Low quotes will not become reasons for non-fulfilment of contractual obligations.**

3 Ladders of all types as per requirement of job shall be provided by RFCL subject to availability but the delay in job shall not be ascribed to unavailability of these ladders. Further Trucks Jumbo, Crane and other heavy vehicles shall be provided by RFCL as per requirement of job to facilitate the expeditious completion subject to availability. Contractor shall not, however be excused for delay in job due to unavailability of these items.

4 Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the RFCL's Engineer In-Charge for day-to-day progress of the job.

5 To arrange necessary documents of their manpower and other formalities for making Gate passes to work in RFCL's premises.

6 To make all the necessary security arrangements, at his own cost, for his temporary office, to ensure safety of all equipment / material and the same shall be removed/dismantled after completion of work

7 To remove 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.

9 RFCL'S SCOPE:

1. Space at site free of cost for office-cum store for carrying out the job as per scope.
2. Temporary LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability
3. To provide necessary drawings, work permits and isolations as and where required to the contractor.
4. All the consumable materials required for doing the work shall be supplied free of cost by RFCL such as PVC tape, CTC, Waste cotton, Switches, Sockets, MCBs, all type of bulbs, Fluorescent tubes, Ballast's, Condensers, Hylam sheets, Bells, all type of holders, all glass shades, Wires, Cables, Fuse bases, Fuses, Bolts, Nuts, screws, Al. clips, Wooden gittis, etc.
5. Any civil work required for executing the job.

10 TIME SCHEDULE:

Mobilization with Men and Equipment shall be done within 10 (Ten) days of issue of Letter of Acceptance (LOA). However, if the necessity arises Contractor may have to mobilize at site within 3 days of the issue of LOA.

11 Workers 's qualifications:

i. <u>SUPERVISOR:</u>

All the work carried out under the contract shall be supervised by supervisor separately. The supervisor must have minimum qualification of Graduate Electrical Engineer with one-year experience OR Diploma in Electrical with minimum three years' experience OR ITI in electrical with seven years of experience OR having valid Electrical Supervisor's license issued by the Chief Electrical Inspector of Telangana Government or having valid Electrical Supervisory License of any state and will be approved by Chief Electrical Inspector of Telangana Government in case of award of contract. Total 2 supervisors shall be deployed by contractor. The No of supervisors shall be increased

as per requirement of RFCL. Each Supervisor to be deployed shall be as per approval of RFCL only. The supervisors so appointed shall remain available in RFCL for 24 Hours x 7 days' basis for entire duration of contract.

In case neither supervisor nor contractor is available on job the same will attract a penalty of Rs 500 per day. Supervisor shall inform EIC before moving out of station.

ii) **Skilled:** The work covered under this contract shall be carried out by skilled electricians. The Electricians must have minimum qualification of ITI in electrical with three years of experience OR workman/Linesman license issued by Chief Electrical Inspector of the State for the specific job with seven-years' experience. He may be adept in Telugu but must be able to understand and speak Hindi. It is essential from safety point of view as most people understand Hindi in RFCL.

iii) **Unskilled**: The person must have completed at least primary education and must be literate. He must have ability to read write and understand the instructions of his senior colleagues and supervisors. He must have exposure to industrial environment as an Electrical Helper for at least three years. He may be adept in Telugu but must be able to understand and speak Hindi. It is essential from safety point of view as most people understand Hindi in RFCL.

No drunkards /alcoholic persons are allowed for employment in any category. If it is observed that person on duty is drunk and /or absents himself repeatedly on this account, he shall be removed by contractor forth with. Any misbehaviour with RFCL employee or any person for that matter shall become reason for removal.

Contractor shall not deploy those employees who fail to obtain Police NOC, who have any pending or impending police complaint, arrogance, those who refuse to carry out given work or have involvement in any worker's unrest shall be reasons. Contractor must understand that all jobs are purely on temporary basis to meet RFCL's occasional plant requirement hence any job can be made redundant at any time at RFCL's own discretion at any time, if it is felt that the operation/work envisaged is no longer required. Contractor shall not deploy persons who are found un faithful, dis loyal to RFCL. He shall also not deploy those workers whose misbehaviour has caused any measurable, un measurable or abstract loss to RFCL.

12 This being the fourth NIT of this nature, RFCL prefers only experienced man power which is well acquainted with places, people and job. It is not possible to use new man power as all our previous effort would otherwise go waste. The existing composition of man power shall continue and no replacements are warranted without permission of RFCL. Additional manpower, if any, if required shall be kept with the approval of RFCL only

The contractor shall deploy sufficient No. of workers for executing the contract consisting of supervisor, skilled technician and helpers. The jobs shall be carried out only when the contractor's supervisor is present at site. If the supervisor is absent contractor himself shall supervise the job. **Contractor shall not remove any existing manpower without the approval of Engineer In-charge. All new Man Power to be recruited shall only be with approval of Engineer In charge.**

Any complaint received from any agency against contractor with regard to use of appropriate means for giving service to his employees shall be taken seriously and if found true may lead to termination of contract

13 Contractor shall keep in touch with Engineer In charge regularly and shall address to the issues on top priority as apprised to him by EIC.

14 The contactor shall ensure proper training and updating of his man power. In case any work man fails to meet the quality standards of department or the job is not performed as per the quality norms of electrical standard, contractor shall replace him with suitable trained workman to be employed.

15 **Payment Terms**: Payment Terms shall be same as per clause no 1.30 of GTCC. Percentage of labour component shall be taken as 100 % and income tax applicable as per act.

16 **Quantum of job**: The estimated value of work has been given on the basis of technical assessment and SOR 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 done on the basis of actual quantities executed. As the quantities are tentative in nature, these are interchangeable, i.e. if some quantities get exhausted and are required during plant operation then proportionate quantity of any other balance un executed item shall be re appropriated against this item at the sole discretion of RFCL

17 **Price Reduction Schedule:** As per GTCC Cl. No 1.36.0

18 **Sub-Contracting:** Sub-Contracting of the job is not allowed.

19 **Bid Evaluation Criteria:**

a) Techno Commercial bid of only those tenderers shall be opened who have deposited the requisite EMD and Tender Fees as prescribed in the tender documents.

b) Technical Eligibility of tenderers shall be checked for those who are satisfying the Bid Eligibility Criteria.

c) The Price Bid of only such tenderer shall be opened who are found Technically Eligible.

d) If two or more technically clear parties are found equal in all respect then the bid will be awarded based on the procedure mentioned in STCC clause 26.

e) MSE Quoting nearest price within price band of L1+15 % may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is far from someone other than MSE, considering spirit of public procurement policy for MSEs, order -2012 for enhancing the Govt procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever shall be entertained by RFCL.

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

21 **Deployment of additional Man power:** As per the requirement of RFCL, contractor shall deploy any additional man power with the approval of Engineer In charge. Contract worker already deployed by contractor, cannot be discontinued by contractor without approval of EIC. All workers as indicated in SOR, are not required at one go. The no of assistances shall be enhanced slowly/ phase wise as per requirement of the plant and process, however minimum 7 days' notice shall be given to contractor for arranging additional deployment.

22 **Medical Condition and Age bar of persons deployed by contractor:** The person deployed by Contractor shall be mentally and psychologically sound and physically fit. He must have good eye sight with both eyes corrected to 6/6 with specs and must not have colour blindness. The person deployed shall not have fear to climb at heights. Any person with chronic diseases shall not be deployed by contractor. The requirement of job being alert mind and quality work, any non-performance on medical ground shall not be acceptable to RFCL. Contractor shall not deploy any person attaining age of 60 years and shall discontinue deployment of any worker who attains the age of 60 years.

23 **Payment of salary by contractor to workers deployed by him:** The salary of workers deployed by contractor shall be paid by him by 7 th of every month positively. In case of failure by contractor to pay the same by 7th of month, RFCL shall be free to make payment directly to contractor deployed persons through his bill and If RFCL makes the payment then 25 % administrative charges are to be recovered. In case of any three such defaults, contract is liable to be terminated and all the dues to his deployed persons shall be compensated through remaining bills and security deposit or by liquidation of bank guarantee. If amount is not sufficient to compensate the dues of employees, then the same may be recovered from any other amount due to him in any other contract or from any contract which are running in any organization either at Ramagundam or at any other places.

Contractors must have financial capability to pay at least two bills without payment of RA Bill, as first bill requires time for payment due to multiple formalities and Workers payment become due on 7 th of the next month. Further it is also possible that due to some reasons e.g.non-submission of bill by contractor or plant shut down in RFCL or any other unforeseen exigency another payment is also not paid by RFCL, such non-payment of two consecutive bills shall not become a reason for non-payment of salary to workers deployed by him.

Executing department can recommend for 60% payment that due to any reason if the contractor has not deposited PF and ESI or GST, then 40% amount shall be held from his bill and remaining amount shall be paid to him to facilitate him for the payment of salaries to his employees. This will particularly help in 1st and 2nd RA bills and whenever due to cash crunch contractor fails to comply statutory obligations

All running account payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done.

25. **Statutory Benefits to workers:** Contractor shall pay Minimum wages as per Govt of India min wage circular or State Govt wage circular whichever is higher. Workers shall be entitled to PF, ESI, Bonus, and all other statutory benefits.

a. Overtime shall be paid @ double/twice the normal rate for working beyond 8 hrs/day on normal working days and for working on weekly offs.(as per statutory obligation)

b. If contract workers work on the GH, NH, weekly offs or any other holiday then they are entitled for twice/double the wages or wage for the holiday so worked to avail a substituted holiday as per the laid down provisions of Telangana Factories and Establishment (National, festival & other Holidays) ACT 1974.

26 Bidders are advised to use their good discretion and keep in mind regarding deductions on account of TDS taxes, administrative and other charges (such as Tools/uniforms/PPE equipment etc) while filling service margin in SOR so that they are able to fulfil all their commitments under this present bid.. Low quotes will not become reasons for non-fulfilment of contractual obligations If any bidder fills service margin which is less than 1 % of base estimate, then his bid will be rejected

If two or more bidders have quoted margins equal to 1% either right at the time of opening or after offering discount, below which any further discount is not acceptable or otherwise bidders who have quoted equal service margin even after allowing them to offer discount, then lottery system shall be resorted to, to **ascertain the name of contractor to whom the job shall be awarded**. Names of all bidders quoting bids of equal consideration shall be noted on chits. These chits shall be put in a container and shall be mixed properly. Any neutral person or any bidder representative chosen on consensus or voting basis or if not agreed then finally as instructed by CM (E &IT) shall be blind folded and he shall pick up the chit from container. The name of party whose name is written on the chit shall be forwarded for further processing as per RFCL's procedure to obtain approval for award of work

27 Contractor shall maintain all records and registers as per the statutory requirements and shall comply with the provisions of labour laws.

28 Penalty of Rs 100 /- shall be levied on contractor if his employees are found not following safety norms and for not wearing PPE. Penalty of Rs. 100/- may be levied each time for number of occasions the contract employees are found not following safety norms and not wearing PPEs on quarterly basis

Apart from above Special Terms and Conditions, General Terms and Conditions are also applicable. In case of any ambiguity / contradiction Special Terms and Conditions shall prevail.

ANNEXURE VII

SCHEDULE OF RATES ARC Township

Sr No	Area	qty	rate	Total	ESI @3.25 %	EPF @ 13 %	BONUS @ 8.33	LEAVE PAYMENT @ 5 %	TOTAL
A1	Township								
A	GEN SHIFT								
i)	SKILLED	636	695	442020	14365.65	57462.6	36820.266	22101	572769.52
ii)	UNSKILLED	636	494	314184	10210.98	40843.92	26171.527	15709.2	407119.63
B	ROTATING SHIFT								
i)	SKILLED	954	695	663030	21548.475	86193.9	55230.40	33151.5	859154.27
ii)	UNSKILLED	954	494	471276	15316.47	61265.88	39257.29	23563.8	610679.44
A2	Township Maintenance								
a	GEN SHIFT								
i)	SKILLED	636	695	442020	14365.65	57462.6	36820.266	22101	572769.52
ii)	UNSKILLED	954	494	471276	15316.47	61265.88	39257.29	23563.8	610679.44
b	ROTATING SHIFT		AMMONIA UREA BAGGING SHIFT IS CONSIDERED COMMON						
A3	SUPERVISOR	318	816	259488	8433.36	33733.44	21615.35	12974.4	336244.55
								Skilled	2004693.31
								Unskilled	1628478.51
								Supervisor	336244.55
A4	Total amount of Minimum wages per annum (Base Estimate)								₹ 39,69,416.37
A5	Service Charge / Profit margin rate % age @ _____% on A-4								
A6	Overtime amount estimated at Sl no. B1								₹ 2,96,306.00
A7	Total before GST(A4+A5+A6)								
A8	GST @ 18% on A7								
A9	Total Amount after GST (A7+A8)								
								Total without Margin	***₹ 42,65,722.37***

B1	OVERTIME								
		qty	rate	Total	ESI @3.25 %	EPF @ 13 %	BONUS @ 8.33	LEAVE PAYMENT @ 5 %	TOTAL
i)	SKILLED	200	695	139000	4517.5	N/A	N/A	N/A	143517.5
ii)	UNSKILLED	250	494	123500	4013.75	N/A	N/A	N/A	127513.75
iii)	SUPERVISOR	30	816	24480	795.6	N/A	N/A	N/A	25275.6
							Total		296306.85

Notes to Schedule of Rate:	
1	Contractors should fill the service margin A5 (in percentage) given in the SoR. No Contractor should offer service margin less than 1% on the Base estimate amount in A4(Rs 39,69,416.37. If any contractor offers less than 1% service margin then that bid will be rejected.
2	The Service margin should be quoted in the units given in the SOR, the amount should be quoted in both figures as well as words. In case of any discrepancies the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted.
3	Contractor must fill rates cautiously and carefully. He shall consider all the expenditures expected to be incurred by him before offering Service margin. Any wrong quote can make the contract unviable, for which only the contractor shall be responsible and after award of work, no compensation shall be admissible
4	Also, lesser discounts and low quotes will not become reasons for non-fulfilment of contractual statutory obligations. If any deviation in compliance is observed then the contract shall be terminated immediately
5	The service margin 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. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
6	The quantities in SOR are indicative only. There is no guarantee for minimum quantities. Please read clause 1.16 of STC and 1.20 of GTCC. The payment shall be released on actually executed quantities only.
7	If, the service margin quoted by two or more bidders are same, then Lottery system shall be resorted to ascertain the name of contractor to whom the job shall be awarded. (Pl refer STCC Sl no 26)

Annexure VIII

Under taking on Party's letter head: -

With reference to NIT No. _____ dated. _____

Of Ramagundam Fertilizers And Chemicals Limited, Ramagundam for **"Annual Rate Contract for Assistance of Manpower in Township and Township Area maintenance for the year 2023-24 at RFCL, Ramagundam"**, for a period of one year I _____ S/o Shri. _____R/o

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

i) That our Institution/sister concern etc. has not been 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-IX

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:

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

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

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

1.3.1.2 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.

1.3.1.3 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.

1.3.1.4 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.

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

1.3.1.6 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 anyincrease 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.

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

1.28.0 Period of liability (Defect Liability Period) :

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

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

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

rates specified in the schedule of rates to the relative measured quantities. The final bill shall also include all additional claims of the Contractor and considered as conclusive.

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

i. Undertaking against the compliance of the labour laws in the prescribed format

ii. No claim certificate in the format approved by RFCL

iii. Copy of the Form 19 (or) Form 13 of employees send to PF office if required.

iv. Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.

v. No dues certification for facilities provided by RFCL to the contractor.

vi. Certificate of clearing of temporary establishments of the contractor at site.

vii. Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.

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

d. Final Certificate:

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

1.30.0 Terms of Payment:

a. Payment of monthly running account bill complete in all respect shall be

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

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

c. Escalation in Rates:

i. The escalation/de-escalation in wages, if any, will be reimbursed forthe 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)

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.

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.

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.

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.

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 0 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 Alternative Dispute Resolution (ADR)

Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the

contract, or out of' the matters relating to the contract or breach thereof, or the respective rights or, liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party .If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

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

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

'The language of Arbitration shall be English.

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

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be ,Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State o1 Telangana shall, have exclusive Jurisdiction.

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

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-IX).**

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:

1.45.1Termination 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.

1.45.1 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 fitto 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 resisters as required under laws. The Contractor shall indemnify and keep indemnified RFCL from and against all actions, claims, demands

and liabilities whatsoever under and in respect of the breach of any provisions pertaining to labor laws and/or against any claim, action or demand by any workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

1.54.0 Deleted

1.55.0 INDEMNIFICATION

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

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

1.57.0 Time Limit for Any Claim:

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

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

1.59.0 Priority of documents:

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

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

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

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

1.61.0 PROHIBITION OF CHILD LABOUR:

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

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

Annexure-IX(A)

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

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

WHEREAS in pursuance to the agreement dated_____(hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALSLIMITED (hereinafter called OWNER) and

_____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract,

Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs._____at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice

stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of `_____months from the date of this Bank Guarantee No._____dated_____given by the Bank to Owner become effective. Upon expiry of months from the issuance of Commissioning / erection / completion certificate according to terms of contract the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

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

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

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such

notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

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

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

8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be_____(date of expiry + 3 months).

Dated _____this____ day of 2023

(Indicate the Name of the Bank with Stamp)

Annexure-IX(B)

Proforma for Indemnity Bond

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

This DEED OF INDEMNITY made between M/s ....having its registered office at .....and place of business at..... (hereinafter called `The Contractor`), which expression shall

include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED , a company incorporated under the Indian Companies Act, 2013 and having its registered Office at **Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India** (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part

WHEREAS the Owner has placed a Work Order No. .....on the

Contractor for.....and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for.....

As specified in the said Contract for the purpose of .....

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

NOWTHIS DEED WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or

clause 2 hereof.

4. The Contractor agrees that the FIM shall be used only for purpose intended by the Owner.
5. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to Rs..... (Rs .....only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities thereunder.

Dated:

Annexure-IX (C)

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 **Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India** (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 Acceptence.

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 Acceptance. 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 Alternative Dispute Resolution (ADR)

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

said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

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

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

'The language of Arbitration shall be English.

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

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be ,Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State o1 Telangana shall, have exclusive Jurisdiction.

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

IN WITNESS WHEREOF the parties hereto executed this contract on ---- the day of --------, 2023 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.	Witness 1.
2.	2.

Annexure-IX (D)

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 has been complied with towards the Contractfor_____ _____awarded to M/s._____having work order no._____dated _____for which RA bill no._____has already been submitted for Rs._____against which payment has been made through Electronic fund transfer directly in to bank accounts of Contract employees and is as per Minimum Wages Act, Bonus & other laws and no compliant has been lodged till date by any contract employee of the above Contractor who has paid wages and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment for the month of

EPF and ESI contributions for above referred month have been deposited in to r/o manpower deployed as mentioned at Sl no._____ to _____of Wage payment register.

1. Minimum Wages Act-1970, Factories Act-1948 & 2013 and Workman Compensation Act-1923
2. Employees Provident Fund & Miscellaneous Provisions Act-1952
3. The Payment of Bonus Act-1965
4. Any other labour law formed by State/Central Government from time to time and relevant to the above Contract.

We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

No other charges would be payable by RFCL.

Signature & Seal of Authorized Signatory of the Agency/Contractor

Signature & Seal of
Authorized Signatory
of the Executing department

Verified by
Authorized Signatory
(Signature & Seal of
HR department

Signature & Seal of Authorized Signatory of the Agency/Contractor

Annexure-X

RFCL BANK DETAILS

Site A/C.

NAME	: RAMAGUNDAM FERTILISERS AND CHEMICALS LIMITED
A/C NO	: 36727029257
IFSC	: SBIN0061777
ADDRESS	:STATE BANK OF INDIA, RFCL BRANCH, RAMAGUNDAM