

रामगुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड  
**Ramagundam Fertilizers and Chemicals Limited**  
(A Joint venture company of NFL, EIL & FCIL)  
Fertilizer City -505210 Ramagundam

Peddapalli (Dist.) ,Telangana State

**BIDS ARE INVITED**

for

“Rate Contract for Operation, Upkeeping and schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) for a period of two years”

at

Ramagundam Fertilizers and Chemicals Limited , Ramagundam

TENDER/ NIT Ref. No.: *RFCL /SITE/MECH/2025/02/ARC\_ HVAC*

Date : 17/01/2025

**RAMESH THAKUR**  
DEPUTY GENERAL MANAGER (Mechanical) I/C  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam-505210, Dist. Peddapalli (T.S)

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Date: 17/01/2025

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**Note:** This document tender document must be uploaded by bidder along with the technical bid **duly signed on each page as a proof** that bidder has read and understood terms and condition defined in the NIT along with all corrigendum.

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# Ramagundam Fertilizers And Chemicals Limited

## रामगुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

Site Office : Fertilizers City, Ramagundam - 505 210, Dist. Peddapalli, Telangana

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

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Ref. No: RFCL /SITE/MECH/2025/02/ARC\_ HVAC

Date : 17/01/2025

To,

M/s \_\_\_\_\_

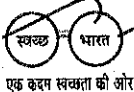
**Subject: Tender for "Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable"**

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:

1)	<b>Name of Work:</b>	Tender for "Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable"
2)	<b>Earnest Money:</b> (Tender received without EMD is liable to be rejected)	Tenderer to submit Earnest Money of Rs. 1,00,000.00 (Rupees One lakh Only) in the form of crossed Demand Draft / Banker's Cheque, issued by any scheduled bank except rural and co-operative bank in favour of "Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam" or E-transfer in RFCL account through RTGS/NEFT [A/c detail mentioned in point 19. 5 (page 5) of this NIT]. Note: (i) Cheque shall not be accepted in any case. (ii) Tender received without EMD are likely to be rejected. In case of service contract, party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.
4)	<b>Validity of Tender</b>	120 Days from the date of opening of the tender/technical bid.
5)	a) <b>Validity / Period of Contract</b>	2 (two) years from the contract start date mentioned in Letter of acceptance and extendable for 3 months if mutually agreed on same term & condition of the contract.
	b) <b>Time of Completion:</b>	last date mentioned in LOA/LOI
6)	<b>Last date and time of Issue of Tenders:</b>	08/02/2024 upto 15:00 PM

N. M. J.



एक करण सचता की ओर

RFCL

Registered & Corporate Office : 3<sup>rd</sup> & 4<sup>th</sup> Floor, Mohta Building,

4, Bhikaji Cama Place, New Delhi - 110066

(Bidder's Initial & Seal)

7)	Last date and time of Receipt of Tenders:	08/02/2024 upto 15:00 PM
8)	The date and time of Opening of Tenders:	08/02/2024 upto 15:30 PM
9)	Place of receipt and Opening of Tenders:	Office of Deputy General Manager (Mechanical), Ramagundam Fertilizers and Chemicals Limited, Ramagundam – 505210, Dist-Peddapally, Telangana

11. Tender Documents may be downloaded from our website [www.rfcl.co.in](http://www.rfcl.co.in) and EMD shall be submitted along with tender documents in envelope No 1 (envelope applicable for manual tendering only).  
Parties are advised to visit RFCL website regularly. Any amendment / corrigendum to the above RFCL will be displayed on aforesaid website only.
12. All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to DGM (Mechanical). at least 7 (Seven) days prior to the closing date of the tender.
13. The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
14. The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of technical bid for the acceptance.
15. In case of any discrepancy, the rates 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 acceptable.
16. The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
17. Ramagundam Fertilizers and Chemicals Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case-to-case basis.
18. Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.

#### 19. Submission of Tenders:

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

##### 19.1. Envelope No. 1:

Will be super scribed 'Earnest Money' and shall contain Earnest Money Deposit as per Clause No.2 of the above.

##### 19.2. Envelope No. 2:

Will be super scribed 'Techno Commercial bid (unpriced)' shall contain NIT duly signed, documents & all other declarations required as per Tender. Documents as stated in Annexure-VII for meeting the eligibility & evaluation criteria. Duly Filled Performa's of Techno Commercial Bid. Unpriced SOR Performa mentioning "quoted"

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in all pages with signature and stamp.

**19.3. Envelope No. 3:**

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

**19.4. Envelope No. 4:**

The above mentioned three envelopes should in turn be put together in a separate envelope duly super-scribed with "Annual Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL Ramagundam for a period of one year and three months extendable".

**19.5. RFCL's Site bank details:**

EMD can be deposited in RFCL's account through RTGS/NEFT & details of the transaction with UTR No. to be submitted along with technical bid for verification.

RFCL's site bank Details for RTGS/NEFT are as follows:

- |                     |   |   |
|---------------------|---|---|
| a) Beneficiary Name | : | RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. |
| b) Name of bank     | : | STATE BANK OF INDIA                           |
| c) Branch           | : | FERTILIZER CITY, RAMAGUNDAM (61777)           |
| d) Account Number   | : | 36727029257                                   |
| e) IFSC No.         | : | SBIN0061777                                   |

**20. Opening of Tender:**

The Tender shall be opened as under:

**Envelope No. 1:**

Super scribed 'Earnest Money' containing Earnest Money shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

**Envelope No. 2:**

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

**Envelope No. 3:**

Super scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

**21. The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:**

- (i) In case the parties are pre-qualified;
  - a) Declaration Forms I, II & III (Annexure-II, III & IV)
  - b) An Affidavit as per Annexure-VI on Non-Judicial Stamp paper of appropriate value
  - c) Notarized / Certified copy Power of Attorney/ Authorization in name of person who has signed the tender documents / bid (in case of Partnership Firm/Company or otherwise as the case may be.
- (ii) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT / Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address or organization for which such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT. In the absence of these documents tender will not be considered

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22. RFCL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the technical bids.
23. Evaluation of offer shall be on overall L-1 basis.
24. All pages shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
25. No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
26. The prospective tenderer having any common Partner / Director / Managing Director etc. Or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
27. While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
28. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
29. RFCL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
30. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
31. More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
32. The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.
33. RFCL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
34. RFCL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
35. The personnel of the contractor shall not enter into any unlawful activity within the premises of RFCL and have a good character.
36. In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. RFCL shall not be responsible on this account whatsoever.
37. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from RFCL. If at any time such a discrepancy is

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detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.

38. The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
39. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, RFCL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, RFCL shall deem such tender as cancelled, unless the firm retains its character.
40. RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
41. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
42. Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
43. Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
44. "Bidder shall not be affiliated with a firm or entity:
  - a) That has provided consulting services related to the work to the RFCL during the preparatory stages of the work or of the project of which the works/services forms a part of.

OR

- b) That has been hired (proposed to be hired) by the RFCL as an Engineer/ Consultant for the contract."
45. Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
46. The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
47. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RFCL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course

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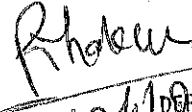
of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

48. RFCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL thereunder."
49. This letter/ instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
50. The Tender shall be addressed to **DGM (Mechanical)** , Ramagundam Fertilizers and Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli (T.S).

Thanking you,

Yours Sincerely,

For & on behalf of Ramagundam Fertilizers & Chemicals Ltd, Ramagundam -505210

  
**RAMESH THAKUR**  
DEPUTY GENERAL MANAGER (Mechanical) i/c  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam-505210, Dist. Peddapalli (T.S)

(Ramesh Thakur)

DGM (Mechanical) i/c

E-mail: rkthakur@rfcl.co.in

Mob: 8989710598

Encl.: Tender Documents & Schedule of Rates (Annexure I to XXI)





INSTRUCTIONS TO TENDERERS FOR E-TENDERING

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**DECLARARTION FORM-I**  
(To be submitted in Envelope No. II)

Ref. No; RFCL /SITE/MECH/2025/02/ARC\_ HVAC

Date-17/01/2025

To,

**DGM(Mechanical)**  
Ramagundam fertilizers & Chemicals Limited  
Fertilizer City, Ramagundam  
District: Peddapalli (Telangana).  
Pin Code- 505 210

**Subject : Tender for “Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable”**

I/We .....have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “.....” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:

Bank A/c No. :.....  
Type Account (Current A/c or Saving A/c) : .....  
Name of the Bank : .....  
Address of the Bank & Branch : .....  
Branch Code:.....  
IFSC Code :.....

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

Thanking you

Yours faithfully

For M/s \_\_\_\_\_

(Signature of Contractor/Tenderer with SEAL)  
Address: .....

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**DECLARATION FORM-II****(To be kept in Envelope No. II)**

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

Sr. No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of RFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	<b>YES / NO (If Yes, give the following details)</b>		
		<b>Name &amp; Design. of the Employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2	<b>P.F. Registration No.</b> of the firm / company to be indicated <b>along with Documentary proof</b> thereof.			
3	<b>PAN No.</b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
4	<b>GST Registration No.</b> of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	<b>ESI Registration No.</b> issued by ESI Authorities <b>along with documentary proof</b> thereof.			
6	<b>MSME Registration</b> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No  (If Yes, a Self certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	<b>Contact Details:</b>	<b>Contact Details:</b>		
	a) Name of the Person: b) Mobile number / Landline Number c) Email	a) b) c)		
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No		
12	Tender cost amount, DD Number and Date			
13	EMD amount, DD Number and Date			

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

**Signature of the Contractor/ Tenderer with SEAL**

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

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## DECLARATION FORM-III

To,

DGM(Mechanical)  
 Ramagundam fertilizers & Chemicals Limited  
 Fertilizer City, Ramagundam  
 District: Peddapalli (Telangana)  
 Pin Code- 505 210

Subject:

Tender No.- RFCL /SITE/MECH/2025/02/ARC\_ HVAC Date: 17/01/2025

Name of the contract: Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable.

Dear Sir,

<b>1</b>	<p><b><u>UNDERTAKING</u></b></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms &amp; Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.</p> <p>d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.</p>
<b>2</b>	<p><b><u>ACCEPTANCE OF TENDER CONDITIONS</u></b></p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms &amp; conditions as mentioned in the G.T.C &amp; NIT without any reservation and shall abide by the same.</p>
<b>3</b>	<p><b><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></b></p> <p>With reference to your NIT No. _____ dated _____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work.</p> <p>Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from RFCL website, we are hereby enclosing a demand draft No. _____ dated _____ of.....(Bank) amounting to Rs. _____ (Rupees _____ only), in favour of RFCL, payable at _____ towards the cost of tender documents.</p>

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4	<p><b><u>Labour License(if applicable)</u></b>  The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&amp;A) Act, 1970 &amp; Contract Labour (R&amp;A) Central Rules,1971 and submit a copy of the same to RFCL, ----- before start of execution of contract work. Accordingly, we hereby give undertaking that:“As per provisions made under the Central Labour (R&amp;A) Act 1970 &amp; Contract Labour (R&amp;A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, before start of execution of contract work”.</p>
5	<p>I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name</p>
6	<p>I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL</p>
7	<p>I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.</p>

Thanking you

Yours faithfully

For & on behalf of Tenderer/Contractor

**Signature of the Contractor/ Tenderer with SEAL**

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**REGISTRATION OF GST NUMBER**

**Requirement of GST Number:**

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy thereof as documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

**UNDERTAKING**

Whether Registration certificate obtained: *Yes/No (tick whichever is applicable)*

- a. In case Yes, copy of valid certificate enclosed.
- b. In case No, it is confirmed that registration under GST Act is not applicable.
- c. In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the RFCL.

(Signature & stamp of bidder)

*RLD*

(To be kept in Envelope No. II)

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

**AFFIDAVIT**

With reference to NIT No.- RFCL /SITE/MECH/2025/02/ARC\_ HVAC Dt..... of Ramagundam Fertilizers and Chemicals Limited, for the work of “Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable” I,.....S/o .....R/o..... do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s.....as under :

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

DEPONENT

Dated:\_\_\_\_\_

**VERIFICATION**

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

DEPONENT

Place \_\_\_\_\_ Date: \_\_\_\_\_

## ELIGIBILITY AND EVALUATION CRITERIA

### A. Technical Eligibility criteria

The bidders shall submit documentary evidence with respect to experience of having successfully completed "Similar works" in Chemical/Petro-chemical/Fertilizer Industry/Power Plants etc. "Similar work" means "HVAC operation / HVAC maintenance/ HVAC Installation / Mechanical Manpower supply" employing the same technology, nature of job and skill based on similar experience as defined in Scope of Work of Tender Documents and Schedule of Rates (but quantities can vary).

### B. Financial criteria

S. N.	Conditions	Documents required (To be submitted along with technical bid)
1.	<p>Bidder should be Supplier / Contractor having successful experience of "HVAC operation / HVAC maintenance / HVAC Installation / Mechanical Manpower supply" any of one year during the last Seven (7) years.</p> <p><b>Note:</b> "The last 7 years shall be counted from last date of the preceding month in which tender has been issued."</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyam Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest)</p> <p>v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>vi) For Transport unions/Co-operative societies/Registered societies- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>
2.	<p>Bidder should have successfully completed "HVAC operation / HVAC maintenance / HVAC Installation / Mechanical Manpower supply" any of one year during immediate last 7 years as mentioned below:</p> <p>One work not less than ₹ 39,80,196.70 + GST</p> <p>or</p> <p>Two works of not less than ₹ 24,87,622.94 + GST</p> <p>or</p> <p>Three works of not less than ₹ 19,90,098.35 + GST</p>	<p>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.</p> <p>If the submitted workorder/completion certificate for similar work is more than one-year, Annualized value ( proportionately calculated for one year) of completed work shall be considered for eligibility.</p> <p><b>Note:</b> Party may be asked to submit form 26AS/16A in support to the value of work done as per work order / work completion certificate.</p>



<p>3.</p>	<p>The Average Annual turnover of the bidder in last three preceding financial years shall not be less than ₹ 14,92,573.76 .</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (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 December, it is compulsory to submit the financial details of the immediate three preceding financial years only.</li> <li>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.</li> <li>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.</li> </ul>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years.</p> <p>(FY 2023-24, 2022-23 and 2021-22)</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
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4.	<p>The net worth of the bidders should be positive for the Financial year 2023-24 (previous year in which tender has been floated) ending 31.03.2024.</p> <p><b>Note:</b></p> <p>“* date of last Financial year should be mentioned considering the period in which tender is issued”.</p> <p><b>Net worth</b> = Paid up share capital + Reserves out of profit (include security premium)- Accumulated losses – different expenditure – miscellaneous expenses not written off.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder’s company).</p>
5.	<p>Bidder should have minimum working capital of ₹ 4,97,524.59 as per Audited Financial result of FY 2023-24.</p> <p>“Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the financial year (Current Financial year in which tender has been issued) ending 31.03.2024 (end date of previous financial year) should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of ₹ 4,97,524.59 as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be <b>delisted / on Negative List</b> by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the <b>Holiday list</b> of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party’s letterhead for the same.</p>

**Signature of the Tenderer / Contractor with Seal**

## EVALUATION CRITERIA

1. The contract shall be awarded on Composite L – 1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, RFCL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 2 above.
4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website. In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However, where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.  
 However, revision in prices, if any, may be through Add-on/reduction on account of change in terms/conditions and/ or technical specifications w.r.t original price bid submitted by all the eligible before opening of original price bid. While evaluating the offer, the impact of add-on/reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender.
5. If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed: -
  - a) When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
  - b) When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

**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 or RFCL" means the Ramagundam Fertilizers and Chemicals Limited, in corporate in India, having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India.  
  
"Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.  
  
"The Bidder" (including the terms "tenderer", "consultant" or "service provider") in certain context means any eligible person, firm or company, including a consortium (that is association of several persons, or firms or companies) participating in the procurement process with a procuring entity.  
  
"Notice Inviting Tenders (NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure goods, services and/ or works.
2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider or Consultant" also.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.

11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF 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 or as mentioned in work order.
17. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
  - a) Scope of Work /Technical Terms and Conditions
  - b) Special Terms and Conditions
  - c) General Terms and Conditions (GTC/GTCC)
19. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents
20. "Class-1 local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20171;
21. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;
22. "Competent Authority" means the officer (s) who have been delegated the financial powers to approve the decision.
23. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
24. "Enlistment" means including the name of the contractor in the list of after verification of credentials.
25. "Goods" includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-

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assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance

26. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the procuring entity inviting offers for pre-qualification from prospective bidders;
27. "Invitation to Enlist" means a document including any amendment thereto published by the procuring entity inviting offers for bidder enlistment from prospective bidders;
28. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent<sup>3</sup>.
29. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 20174
30. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids or along with tender, the bidders that are qualified to participate in the procurement;
31. "Pre-qualification document" means the document including any amendment thereto issued by a procuring entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
32. "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement, consisting of under relevant context a set of- i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity's Documents relevant to the context (Codes, Manuals and Standard/ Model Bidding Documents);
33. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;
34. "Procuring Entity" (including Procuring Authority or Employer) means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Reverse auction" (or the term 'Electronic reverse auction' in certain contexts) means an online real-time purchasing technique utilized by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids;
37. "service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of

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an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';

38. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;
39. "Works" refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

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## E-BANKING MANDATE FORM

PRINT ON LETTER HEAD OF CUSTOMER/VENDOR

Ref. No.: \_\_\_\_\_

Date: \_\_\_\_\_

**S No. Particulars****Detailed to 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 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

x) 9 digit MICR Code

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

**SEAL & SIGNATURE of Vendor/Customer**

We certify that M/s. \_\_\_\_\_ has an A/c No. \_\_\_\_\_ with us & we confirm that the details given above are correct as per our record.

**Bank Stamp:****Date:****Signature of authorized officer of Bank****(OR)**

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



**GENERAL TERMS & CONDITIONS (GTC/GTCC)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.8.0 Earnest Money Deposit:**

- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both Earnest Money and Tender Fees) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of **"Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam.** The Earnest Money and Tender Fees shall not be accepted in any other form except specified.
- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
- i. Withdraws or modifies offer in full or part during the validity period
  - ii. Failure of the bidder to honor their offer.
  - iii. Does not accept Purchase / Work Order if placed by RFCL
  - iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.
  - v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
  - vi. If documents submitted along with the bid are found false, fabricated etc.

**1.9.0 The following tenders will be liable to summary rejection:**

- a) Tenders submitted by Tenderer who resort to canvassing.
- b) Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
- c) Tenders, which contain uncalled for remarks or any alternative additional conditions.
- d) The company reserve the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons thereof.
- e) Tenders received late / delayed.
- f) Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero or its derivatives (i.e., not less than 1.00%) as contractor's service charge/ profit margin will be rejected summarily.
- g) Bids having less than current minimum wages as specified by Govt of India/Telangana State Govt. whichever is higher and not fulfilling the related statutory requirements as per applicable labour laws/other laws from time to time.
- h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
- i) Ring tendering/Cartel formation

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

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

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

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

**c) Insurance Cover for Workmen:**

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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

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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:**

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

**1.23.0 FORCE MAJEURE:**

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

**1.24.0 Deleted.**

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

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

- a) In the event the extra or substituted items of the work does not fall in category as above, the cost will be calculated on the basis of actual labour and consumable materials utilized for the job. The quoted rates will be inclusive of overhead and profit. The quantum of labour and consumable material used will be assessed by the Engineer-in-charge, whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.

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- 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 15 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-

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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.

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**d. Final Certificate:**

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

**1.30.0 Terms of Payment:**

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

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

**c. Escalation in Rates:**

i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.

ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.

iii. The escalation/de-escalation in wages, if any will be reimbursed as per following:

$$\text{Formula} = \text{Billed amount} * \text{Wt.avg. factor} * (\% \text{ of labour component})$$

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-	*433	*437	4	0.0092	2	0.0185

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	skilled						
4	Un-skilled	*370	*373	3	0.0081	11	0.0892
5				Total	0.0269	18	0.1556
	Wt.avg factor (G5/F5)						0.0086

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

**d. Tax Liability:**

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

**e. Raising of Invoice/Bill:**

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

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

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

*Handwritten signature/initials*

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

**f. Debit notes and credit notes:**

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

**g. Uploading of Taxable Invoices:**

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

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

**1.31.0 Preservation of Free Issue Material:**

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

**1.32.0 Scrap Allowance (For Free Issue Material only):**

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

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

**1.33.0 Issue of material from RFCL:**

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

**1.34.0 Issue of Gas Cylinder:**

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

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

**1.37.0 Engineer-In-Charge:**

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

**1.38.0 Jurisdiction:**

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

**1.39.0 Conciliation & Arbitration:**

Except where otherwise provided in the contract all matters, question, disputes or difference (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

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from the date of receipt of dispute notice by other party, then party/ies may refer the said disputes/s for adjudication through Arbitration, as prescribed hereinafter.

On failure of amicable resolution/settlement as above, the dispute/s shall 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 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 of Arbitrator shall be one (1) i.e (Sole) 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 of Telangana shall have exclusive Jurisdiction.

It is also agreed by and between the parties that incase 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".

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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-XIII**).

**1.43.0 Bidder to Acquaint Himself Fully:**

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

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

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

**1.44.0 Payment for Preparation of Bid Document:**

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

**1.45.0 Termination of Contract and its Consequences:**

**1.45.1 Termination of Contract**

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

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

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

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- b. Abandons the work, Or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
- c. persistently fails to adhere to the agreed program of work

Or

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

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

#### **1.45.2 Consequences of Termination:**

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

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

**1.46.0 Deleted**

**1.47.0 TIME EXTENSION:**

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

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

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

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

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

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

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

**1.53.0** The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and registers as required under laws. The Contractor shall indemnify and keep indemnified RFCL from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach

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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-XII) 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:**

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

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

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**SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF CONTRACT****A. Scope of Work**

A.A.1 The scope of work includes Operation, Up Keeping & Schedule Maintenance of all the complete Central / Package Air conditioning plants in the below broadly indicated areas and detailed in the SOR :

A.A.1.1 The central AC systems located at:

1. Substation 1 (SS1),
2. Substation 2 & 3 (SS 2&3) and
3. Main Control Room (MCR)

The list of equipment:

Sr. No.	Location	Description	Capacity	Qty.	Make
1.1	Substation 1	Screw Chillers - Water cooled	110 TR	2W+1S	Kirloskar
1.2		Chilled Water Pumps	60CMH, 20m head	2W+1S	Kirloskar
1.3		Chemical Filter Unit 1	2200CFM	1	Bry Air
1.4		Chemical Filter Unit 2	1542CFM	1	Bry Air
1.5		Chemical Filter Unit 3	350CFM	1	Bry Air
1.6		Air Handling Unit 1	39000CFM	1	Edgetech
1.7		Air Handling Unit 2	34000CFM	1	Edgetech
1.8		Air Handling Unit 3	25000 CFM	1	Edgetech
2.1	Main Control Room	Screw Chillers - Water cooled	90 TR	2W+1S	Kirloskar
2.2		Chilled Water Pumps -	50CMH, 15m head	2W+1S	Kirloskar
2.3		Chemical Filter Unit 1	1350CFM	1	Bry Air
2.4		Chemical Filter Unit 2	1350CFM	1	Bry Air
2.5		Chemical Filter Unit 3	1275CFM	1	Bry Air
2.6		Air Handling Unit-1 (AHU-1)	36000CFM	1	Edgetech
2.7		AHU-21	11600CFM	1	Edgetech
2.8		AHU-22	11700CFM	1	Edgetech

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Sr. No.	Location	Description	Capacity	Qty.	Make
2.9		AHU-22A	1700CFM	1	Edgetech
2.10		AHU-22B	2200CFM	1	Edgetech
2.11		AHU-22C	4700CFM	1	Edgetech
3.1	Substation 2&3	Screw Chillers - Water cooled	60 TR	2W+1S	Kirloskar
3.2		Chilled Water Pumps -	32CMH, 10m head	2W+1S	Kirloskar
3.3		Chemical Filter Unit 1	2000CFM	1	Bry Air
3.4		Chemical Filter Unit 2	1350CFM	1	Bry Air
3.5		Air Handling Units	22500CFM	2	Edgetech
4.1	(Maintenance only)	Water cooled chillers	15.6TR	1W+1S	
4.2		Chilled Water Pumps	7.5CMH 30m head	1W+1S	Indus
4.3		AHU with 2 blowers (1W+1S)	1000Nm <sup>3</sup> /hr at 700mm WLC	1W+1S	Nadi
4.4		Chilled Water Pumps (Supply)	7.5CMH, 30m head	1W+1S	KSB
4.5		Chilled Water Pumps (Return)	7.5CMH, 30m head	1W+1S	KSB
4.6		Heater bank	26kW	1W+1S	Escorts/Indus

A.A.1.2 The packaged AC systems located at:

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

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**The equipment list:**

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

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- A.A.2 The scope of work is not limited to the above-mentioned items but also includes the O&M of the connected equipment of the air conditioning system such as water-cooled condensers, winter heaters, monsoon re-heaters in the ducts, volume control dampers, fire and smoke dampers, humidifiers, pressurization vessel, ducting system, grills, diffusers etc. or any other item which form the part of the air conditioning system.
- A.A.3 All the specifications & technical details regarding Air Conditioning Units for Up Keeping & maintenance can be had from Engineer-in-charge as and when required.
- A.A.4 The Contractor shall have to upkeep and maintain all the Air Conditioning Units installed at our RFCL site in consultation with Shift-in-charge of the respective Plants. All the data should be noted in the Standard Performa/Log book and has to be produced as and when required by the Engineer-in-charge. **The contractor shall maintain all records required for ISO 9001 like all log books, daily report, complaint register, break down report etc. as per instruction of Engineer-in-charge.**
- A.A.5 The contractor shall deploy persons at THREE places for Operation, Up Keeping and monitoring of Central AC Plants in all **three shifts round the clock basis** throughout the currency of the contract
1. MCR, Analyzer Shelter (One operator per shift and three shifts in a day)
  2. SS1,SS2&3, Switchyard Control Room (One operator per shift and three shifts in a day)
  3. SS4, SS5, SS6, Water Block-Control Room & Bagging plant Control room (One operator per shift and three shifts in a day)
- Note: Minimum 3 operator per shift x 3 shift in a day = Minimum 9 operator per day**
- A.A.6 The contractor shall ensure the presence of Persons for up keeping in above mentioned areas in all three shifts on round the clock basis. No point should be left unmanned at point of time.
- A.A.7 The Contractor shall depute a full-time Team leader cum engineer.  
**[Qualification - Diploma / Degree in Mechanical/Refrigeration/Electrical/Instrument.**  
**Work Experience- Minimum 1-year post qualification experience (Submission of experience certificate may not be required, working knowledge checked by RFCL-EIC) ].**
- A.A.8 The contractor shall depute two groups, first group consist 2 technician ( one trained AC fitter + 1 AC electrician ) and one helper ,other group consisting one technician cum electrician and one helper in the general shift to carry out the schedule / routine & breakdown maintenance of Central AC Plants and PAC units so that the units are kept in operational condition. However, number of technicians and helpers required may be increased to meet the maintenance job requirements.
- A.A.9 All Existing manpower should be retained this contract [ Existing manpower shall be replaceable on the basis of performance and discipline after the approval of RFCL-EIC].
- A.A.10 The contractor shall ensure that HVAC/PAC function properly and smoothly in all the three shifts during the contract period. The status report of functioning of AC Units shall have to be furnished to the shift-in-charge / representative of EIC for each shift by the contractor.
- A.A.11 The routine maintenance includes activities such as cleaning of filters, cleaning of equipment, checking & controlling of any leakage in the system and top up of the necessary refrigerant (R-134a for Water Cooled Screw Chiller Unit, and refrigerant R-407c for packaged AC units).

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Any loss of the refrigerant, top-up/make-up of refrigerant required during the Up Keeping of the central AC systems shall be provided by contractor. Contractor shall make availability of sufficient refrigerant R-134a/R407c at site to fulfill the requirement of the aforesaid equipment or requirement elsewhere in the factory after written confirmation of Engineer-in-charge. The Payment shall be made as per the actual for the actual quantity of the refrigerant charged.

However, if the loss of refrigerant is due to the fault of the contractor, the contractor has to make up the refrigerant. In this case, the decision of Engineer In Charge is the final and to be accepted by the contractor.

The scope of Refrigerant filling will be supply of refrigerant, leak test before filling, flushing of line with nitrogen if required, filling the refrigerant to the specified level and leak testing after filling.

A.A.12 The contractor shall have to take up both preventive as well as break down maintenance jobs. The Engineer-in-charge will give instructions regarding jobs to be carried out as and when requirement arises at the site. The Contractor shall have to carry out the jobs in consultation with Engineer-in-charge and jobs have to be completed in all respect to the satisfaction of Engineer-in-charge.

A.A.13 The contractor shall make his own arrangement for tools and tackles including coupling puller, vacuum pump, condensing unit, gas welding set, testing equipment like Meggar Meter, Tong Tester, Thermometer, Psychrometer etc. as required for the jobs. Brazing facilities including consumables required for attending any leakage would be arranged by contractor at his own cost.

A.A.14 The Nitrogen gas for testing purposes and all Arc welding facilities along with all consumables shall be in the scope of RFCL.

A.A.15 The Contractor shall make necessary records for all free issue material such as lubricants, spares etc. and submit date wise statement every month. The necessary records of the spare parts used will be maintained by contractor and unused materials will be returned to RFCL stores. The contractor shall have to make his own arrangements for transportation, handling etc. of materials from RFCL stores to the site and back to stores.

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

A.A.16 Contractor will be responsible to bring his staff inside the factory against a proper Gate Pass issued by the Security-RFCL. As and when any of the contractor's working staff holding the gate pass ceases to remain in service for this contract job, the corresponding Gate Pass of that person is to be immediately surrendered to Security-RFCL by the contractor. Failing compliance of this clause will be treated as breach of security rules.

A.A.17 **Schedule Maintenance:**

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

**WEEKLY:**

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

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- Cleaning of equipment.
- Tightening/replacement of belts, if required.
- Checking & tightening of electrical terminals.
- Checking/tightening glands of chilled water pumps & valves.
- Checking the system for leakage of gas.
- Topping up of lubricating oil, if required.

**MONTHLY:**

- Service of complete unit
- Cleaning of Cooling Coils / Evaporators.
- Cleaning of oil filter of compressor, if required.
- Cleaning of suction line strainers of compressor
- Cleaning of liquid line strainers.
- Checking and tightening the foundation bolts of equipment.
- Checking the correctness & calibration of all Safety/Automatic Controls and to be replaced, if defective.
- Charging of additional refrigerant, if required.

**SEASONAL:**

- De-scaling of condenser tubes and oil cooler tubes.
- Charging compressor oil.
- Checking the Valve Plates Assemblies and un-loader assemblies.
- Checking of oil pump.
- Checking bearing clearances.
- Cleaning & greasing of all bearings.
- Overhauling/Repair of the system, whenever required.
- The contractor shall provide assistance to Electrical Department for maintenance of all electrical contractors, starters, switches etc. of local panels i.e. panel on package units.
- General repair of Chillers, Condenser, Cooling coil, Ducts, Piping, Damper, Pumps, Fans, Pulley, V-belt, bearing etc. whenever required.

A.A.18 For ensuring 100% smooth operation and proper communication, contractor shall provide 4 Nos. basic phone/without camera phone ( including SIM) to his manpower from his own profit margin –

**3 Nos. Phone – Shift Operators**

**1 Nos. Phone – Leader cum Engineer**

**B. SCOPE OF RFCL:**

- A.B.1 All Spares and Lubricating Oil required for the maintenance of Central AC systems and Package A.C System shall be in the scope of RFCL. However, the replacement and other job execution shall be done by the contractor as per the instruction of Engineer in charge, without any extra cost to RFCL.
- A.B.2 All type of maintenance jobs including arresting of leakages shall be in the scope of Contractor.

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- A.B.3 Repair of Electrical Motor, Panel and other electrical jobs for Central AC shall be in RFCL Scope of Work. However, assistance whenever required in the form of unskilled manpower shall be provided by the contractor as per decision of the Engineer-in-charge without any extra cost to RFCL.
- A.B.4 Instrument jobs such as, Modulator for Damper, PLC, Electronic device etc. shall be in the scope of RFCL. However, assistance whenever required in the form of unskilled manpower shall be provided by the contractor as per decision of the Engineer-in-charge without any extra cost to RFCL.
- A.B.5 The areas air-conditioned by Central/Package AC systems are to be maintained as under / OR as per the requirement of the Engineer-in-Charge:

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

### C. PENALTY

- A.C.1 The contractor shall have to take up the preventive and breakdown maintenance jobs on all the HVAC Systems installed at RFCL site. In case of breakdown maintenance, the contractor shall have to take up the job within 4 hrs. of notice and all others jobs within 24 hrs of notice.

otherwise, a penalty will be charged at Rs. 1000/- per day. (In case, EIC seems justification of contractor is reasonable, no penalty will be imposed).

- A.C.2 In case the Temperature remains more than the limit specified in clause A.B.5 due to manpower mistake, the Penalty as detailed below shall be imposed on the Contractor and recovery will be made from the running monthly bill (In case, EIC seems justification of contractor is reasonable, no penalty will be imposed).

S N o	Period	Penalty
1	2 to 4 Hours in a Plant in a Month	@ 4 % of amount of running monthly bill

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S N o	Period	Penalty
2	4 to 16 Hours in a Plant in a Month	@ 8 % of amount of running monthly bill
3	More than 16 Hours a Plant in a Month	@ 10 % of amount of running monthly bill

- A.C.3 After EIC instruction, Contractor failed in SOR items supply. EIC will impose Rs. 1000.00 per day penalty. (In case, EIC seems justification of contractor is reasonable, no penalty will be imposed).
- A.C.4 In case of persistently absence for more than three working days of the Team leader cum engineer of the Contractor, the contractor shall depute a substitute of the same to look after the job in his absence; otherwise, penalty will be charged at Rs. 1000/- per day. ( If person taken leave from EIC, no penalty will impose on contractor).
- A.C.5 If the operator (Semi skilled) is found to be absent in any shift (less than 9 operator in a day), then a penalty of Rs. 1000/- per operator per shift shall be imposed on the contractor and the same shall be deducted from the Contractor's monthly bill. ( If person taken leave from EIC, no penalty will impose on contractor).
- A.C.6 In case of the absence of Skilled and Highly skilled Technician, suitable substitute shall be made. If the technician is persistently absent for more than three days, a penalty of Rs. 500/- shall be charged per day. ( If person taken leave from EIC, no penalty will impose on contractor).
- A.C.7 In case violation of PPE's or safety norms, then a penalty of Rs. 500/- per violation shall be imposed on the contractor.

#### **D. SPECIAL TERMS AND CONDITIONS OF CONTRACT**

1. Tenderer should complete the tender documents and sign on every page as a token of acceptance of all the terms & conditions mentioned in the tender documents.
2. The contractor shall report at site along with his complete team for taking over the machines under this contract on the date intimated by the Engineer-in-Charge but before the date of start of contract.
3. Team leader cum Engineer of the Contractor shall be authorized only through written authority letter to operate the contract in all respects on behalf of the contractor.
4. As soon as the contract is awarded, the contractor shall depute his authorized **Team leader cum Engineer** for conducting and supervising the repair and maintenance jobs. The contractor also deposes his team of staff during the execution of the contract. The strength of staff to be deputed shall be adequate to meet the work load so that satisfactory progress of the work is maintained. The Team leader cum Engineer should have full authority to operate the contract in all respect on behalf of the contractor and RFCL will address all correspondence to the Team leader cum Engineer. Team leader cum Engineer will not proceed out of station or on leave without permission from RFCL Engineer. In case of long absence of Team leader cum Engineer the contractor shall depute a substitute to look after the entire jobs and interaction with RFCL for day-to-day work.

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5. Any repairs / replacement of parts (Excluding SOR part-B), if required to make the machine in good running condition as indicated by this joint-inspection, shall be in the scope of RFCL.
6. As soon as a machine is taken over by the contractor in running condition, it shall be the responsibility of the contractor to maintain the machine in sound running condition at all times during the currency of the contract.
7. At the time of Handing Over / Taking Over, the Specified Performa will be filled by the RFCL Engineer in presence of both the parties. The Handing Over /Taking Over will be done only after the expiry of the Contract period i.e. after the completion of contract(Including Extension period, if any).
8. The contractor shall ensure suitable reserve of manpower to cover off days and leave minimum manpower at site as per requirement. The contractor shall pay the overtime working wages to his staff, wherever applicable, as per statutory laws ( idle charge & Overtime payment in contractor scope without any cost to RFCL).
9. If the Engineer-In-Charge finds that sufficient staff/strength is not maintained by the contractor to execute the job, a penalty proportionates to the staff that should have been present as per NIT (to execute job) shall be levied on the contractor and recovered from monthly RA bills. (Penalty will calculate and imposed by EIC as per plant requirement)
10. The age of the manpower shall be as per statutory norms and not beyond 60 years.
11. The contractor shall maintain sufficient inventory to keep the units in working condition without any delay. The contractor shall always keep a minimum ready stock (additional) of required refrigerant gas cylinders - 1 Nos. 50-61kg cylinder each for R134a, R407c at any time, apart from refrigerant required for routine maintenance activities. Contractor shall keep a copy of receipted challans with entry of gate pass.
12. The contractor to make his own arrangements for loading and transportation of material, storage of material during O&M period.
13. Contractor Engineer shall generate and submit documents/reports/monthly shift schedule as desired by the RFCL Management in approved formats.
14. The Contractor shall furnish Bio-Data along with passport size photographs of the Personnel they propose to deploy for the prior approval of the RFCL.
15. If RFCL ask, Contractor will get the Medical Check-up of their employees done thoroughly before they are taken into service. Only persons found medically fit shall be allowed to join the duty. The contractor to make his own arrangements for medical facilities for their staff.
16. Medical and police verification charges of contractor manpower in contractor scope.
17. All PPEs like Safety shoe, ear plug, Dust mask, hand glove, safety harness, helmet and eye protection goggle are in contractor scope. ( Contractor must be ensue 100% PPEs compliance in RFCL -site)
18. The contractor to make his own arrangements for their staff and workers for commuting/Conveyance between the work site and their place of stay.
19. The contractor to comply with statutory regulations such as provision of PF ,ESI, Leave and bonus etc.
20. No overtime shall be payable against shortfall of manpower by RFCL & same shall be borne by contractor.
21. Contractor shall not rotate their persons from this site.
22. Extra manpower if required shall be mobilized by the contractor according to the quantum of job without any extra cost to RFCL.

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23. Contractor shall strictly adhere to RFCL's Standard Conditions for Execution of Work at site and safety policy and provision of the Contractor Safety Manual for safe execution of job. (Copy available on request).
24. In case of any accident involving Contractor or his workman and departmental enquiry concluding that accident has taken place due to violation of any safety norms by you or your staff or due to any unsafe act performed by your staff during execution of the job, RFCL reserves the right to impose appropriate penalty depending on the nature of the accident.
25. In case violation of safety or gross negligence on part of your staff is observed which may have caused the accident, RFCL reserves the right to terminate the contract and get the job executed through another contractor at your risk and cost.
26. Contractor shall comply with RFCL policy pertaining to water and electricity charges for their person in case they have been provided accommodation in township.
27. Deleted
28. The following clause supersedes 1.9.0 F - Bidder's bid should be workable and contractor's profit margin shall not be less than 3.85%. thereof as contractor's profit margin will be rejected summarily.
29. The clauses 1.32.0 and 1.34.0 of GTC is not applicable to this contract.
30. This clause supersedes the Clause No 1.1.0 of the GTC.  
  
"The execution of the work may entail working in all the site and weather conditions 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 and decided by Engineer In charge"
31. Splitting of contract: Clause No 1.27.0. (d) of GTC is not applicable.
32. In case of Submission of Bank Guarantee as mentioned in Tender Document EMD shall be released with the First RA Bill payment.
33. Clause 1.27.0 of GTCC will be replaced with the following clause-
  - Clause 1.27.0 (a) : The Security Deposit together with EMD/Initial Security Deposit shall be 05 % of the basic contract value.
  - Clause 1.27.0 (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 15 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.) @ 2.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 05% of the basic Contract / Work Order Value.
  - Clause 1.27.0 (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 05% 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.

If successful tenderers, provide bank guarantee towards SD (As per clause 1.27.0 of GTCC), the bank guarantee should be submitted by bankers directly to RFCL in sealed envelope and not through contractor.

The contractor shall also arrange a copy of swift message for contribution of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG i.e. SBI, commercial branch, nehru place, Delhi (110019), IFSC-SBIN0004298.

#### 34. Schedule of Rates (SOR):

- a. The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted
- b. The Bidder shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any bid with the multiple rates quoted will be summarily rejected.
- c. The Rates quoted should be inclusive of all Taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
- d. The amount should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
- e. Rates filled in by bidder in SOR are immutable and final. If the bidder has forgotten or missed any item at the time of quotation, only null rates shall be considered. Bids shall be as per evaluation criteria of NIT.
- f. Wage Per Day Per Person (including statutory benefits with full break-up (Basic & VDA, ESI, EPF, Bonus Gratuity and others) (Minimum wages prescribed by the Minimum Wages Act of the Central Government should be protected. However, Bidders are at liberty to quote higher than the minimum wages. Detailed break up of wages has to be provided for each category (i.e., Skilled, Unskilled etc) separately along with the schedule of rates.
- g. Entire amount of wages left out after deduction for statutory benefits to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted every month along with the bills/invoices.
- h. If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed:
  - I. When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
  - II. When the rate quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenders shall be taken as correct.

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III. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

**35. Additional Instructions to Contractor regarding statutory compliances -**

- a) The 100 % escalation/de-escalation on the Billed value against SOR PART -A is payable. For other SOR items the ~~service charges~~/profit margin amount quoted by the bidder for these items will be remain same throughout the currency of the contract. No escalation/de-escalation is payable over ~~service charges~~/profit margin amount.
- b) Contractor should provide at least a **three National Holidays** (26th January, 15th August and 2nd October) as paid Holidays and also **all RFCL's Paid Holidays** to his manpower. Contractor may obtain RFCL's Paid Holidays list from EIC.
- c) **NH/PH/GH: National Holidays and all RFCL's Paid Holidays -**
  - 'If any contractor manpower performed duty before and after NH/PH/GH and **not performed duty on NH/PH/GH**. Then Contract manpower eligible for getting one man-days wage from contractor against NH/PH/GH. **Charges reimbursed by RFCL under SOR PART-A to contractor.**
  - If any contractor manpower having weekly off on NH/PH/GH' as well as **not performed duty on NH/PH/GH**. Then Contract manpower eligible for getting one man-days wage from contractor against NH/PH/GH. **Charges reimbursed by RFCL under SOR PART-A to contractor.**
  - If any contractor manpower will **not perform duty on NH/PH/GH** as well as having 'absent' before and after NH/PH/GH. same contract manpower will not eligible for getting one day's wages against NH/GH/PH. Charges reimbursed by RFCL under SOR PART-A to contractor.
  - 'If any contractor manpower **performed full day duty on NH/PH/GH**. Then Contract manpower eligible for getting two man-days wage from contractor against NH/PH/GH. Charges reimbursed by RFCL under SOR PART-A to contractor.
  - If any contractor manpower **performed full day duty on weekly off**, then contractor will provide wages equal to double man-days wages ( i.e., 2 Ordinary rate of wages). One man-days charge will be borne by contractor from his own profit margin and remaining one day's charges reimbursed by RFCL under SOR PART-A to contractor.
- d) No overtime shall be payable against shortfall of manpower by RFCL & **overtime charges shall be borne by contractor from his own profit margin.**
- e) if any contractor manpower **perform duty beyond normal working hours**, contractor will provide wages at the rate of overtime rate. **charges will be borne by contractor from his own profit margin and no extra payment shall be made by RFCL to the contractor for that period.**
- f) Normal working hours per day: 08 hours (Excluding intervals time if applicable).
- g) Ordinary rate of wages (Man-days) : Basic salary not less than current time minimum wages ( published by office of the chief labour commissioner (c) under ministry of labour & Employment).
- h) Overtime wages rate (per hours) = {ordinary rate of wages (per day) X 2 X Over time duty hours} /8.
- i) Contractor will submit following additional documents along with monthly bill-
  - Manpower attendance sheet (Time sheet).
  - Wages Sheet.
  - Wage payment receipt.
  - PF payment receipt.
  - ESI payment receipt.
  - Leave and bonus payment (Quarterly).

**36. Clause 1.30.0 (C) of GTCC will be replaced with the following clause -**

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**Escalation under SOR Part-A**

- i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic + VDA), PF, ESI, Bonus, Leave Payment etc., As well as escalation/de-escalation will be paid to contractor on the contract profit margin.
- ii. Escalation/De-escalation is applicable only in SOR Part-A. For SOR part-B 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, For SOR Part-A , 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 under SOR part-A:

SOR Part No.	SOR Item No.	Manpower Category	Total Man day's	Minimum Wages/day (Escalation)	Statutory payment	Total wages / day	Total wages /month	
	(i)	(ii)	(v)	(vi)	(vii)	(viii) = (vi) + (vii)	(ix)= (viii x v)	
Part- A	(i)	(a)	Semiskilled	From attendance	[Current minimum wage - 577]	29.58 % of (vi)	(vi) + (vii)	(viii) x (v)
		(b)	Semiskilled	From attendance			(vi) + (vii)	(viii) x (v)
		(c)	Semiskilled	From attendance			(vi) + (vii)	(viii) x (v)
		(d)	Semiskilled	From attendance			(vi) + (vii)	(viii) x (v)
	(ii)	(a)	Highly-Skilled	From attendance	[Current minimum wage - 816]	29.58 % of (vi)	(vi) + (vii)	(viii) x (v)
		(b)	Skilled	From attendance	[Current minimum wage - 695]	29.58 % of (vi)	(vi) + (vii)	(viii) x (v)
		(c)	Un-skilled	From attendance	[Current minimum wage - 494]	29.58 % of (vi)	(vi) + (vii)	(viii) x (v)
	(iii)	(a)	Skilled	From attendance	[Current minimum wage - 695]	29.58 % of (vi)	(vi) + (vii)	(viii) x (v)
	P	Total Escalation						Rs.....
	Q	Profit Margin percentage ( % )						As per price bid (quoted by contractor)
R	Contractor Profit Margin amount on escalation (Rs. )						P x (Profit Margin %)	
S	Total reimbursable Amount = Total Escalation + Profit Margin amount on escalation (Rs.)						P + R	

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**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

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person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

7. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

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

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## Form-I

### UNDERTAKING ON LETTER HEAD

To,

**DGM(Mechanical)**  
Ramagundam fertilizers & Chemicals Limited  
Fertilizer City, Ramagundam  
District: Peddapalli (Telangana)  
Pin Code- 505 210

**Subject:**

**Tender No.- RFCL /SITE/MECH/2025/02/ARC\_ HVAC Date:17/01/2025**

**Name of the contract: Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable.**

Dear Sir,

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

- (i) Not from such a country [ ]  
(ii) If from such a country, has been registered [ ] with the Competent Authority.  
(Evidence of valid registration by the Competent Authority shall be attached)  
(Bidder is to tick appropriate option (  or X) above).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

20/1/25

## Form-II

### CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

DGM(Mechanical)  
Ramagundam fertilizers & Chemicals Limited  
Fertilizer City, Ramagundam  
District: Peddapalli (Telangana)  
Pin Code- 505 210

Subject:

*Tender No.- RFCL /SITE/MECH/2025/02/ARC\_ HVAC Date: 17/01/2025*

*Name of the contract: Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable.*

Dear Sir

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

\_\_\_\_\_ (Name of Bidder) is:

- (i) not from such a country [      ]  
(ii) if from such a country, has been registered [      ] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation

Seal:

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**INTEGRITY PACT**

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Vishwanath Giriraj, IAS (Retd)  
A Wing, Flat 1001, Landmark Towers  
GD Ambedkar marg, Opp. Wadala Telephone Exchange Naigaon, Dadar East,  
Mumbai -- 400014  
# 9821937549  
Email: vgiriraj@rediffmail.com

Sh. Ranvir Singh, IFS (Retd) Village & Post – Hardas Pur,  
Tehsil – Phagwara, Distt. -- Kapurthala Punjab – 144 411  
# 9711000103  
Email: ranvirbains@hotmail.com

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**Integrity Pact**

(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract for \_\_\_\_\_ (Bid Document No./RFQ No.....)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or

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any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti- corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

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2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s) /Contractor(s) /Sub- contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

**Section 9 : Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

*ALIC*

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

**Section 10 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: New Delhi

Date:

Witness 1 :.....

Witness 1 :.....

(Name & Address)

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

Witness 2 :.....

Witness 2 :.....

(Name & Address)

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

*MVA*



**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

(To be prepared on Stamp paper 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, 1956 and having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 India, (Hereinafter referred to as "Owner" ) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated..... (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED 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. 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 issuance of Commissioning / certificate according to terms of contract on expiry of.....months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum- Performance Bank Guarantee shall become null and void.
2. 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.
3. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum- Performance Bank Guarantee will remain in force initially upto..... months from the

effective date of Bank Guarantee No..... dated.....given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

4. 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.
5. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
6. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (owner).
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated      this      \_day of      202----

(Indicate the name of the Bank with stamp)

NUM

## BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of Ramagundam Fertilizers and Chemicals Limited (RFCL), having its registered office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (hereinafter called "RFCL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt  
 (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no

\_\_\_\_\_ for \_\_\_\_\_ hereinafter called "the said tenderer" of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender \_\_\_\_\_ for on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

1. We \_\_\_\_\_ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to „RFCL" an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by 'RFCL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us).
2. We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'RFCL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'RFCL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees only).
3. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „RFCL" under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of RFCL certified that the terms and conditions of the said tender have been fully and properly carried out

by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL.
5. We \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'RFCL' in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2025

Corporate Seal for Bank

MLL

**PERFORMANCE BANK GUARANTEE FORMAT**

(To be prepared on stamp paper 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, 1956 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 No.  
 dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between  
 Ramagundam Fertilizers and Chemicals Limited (hereinafter called OWNER  
 and \_\_\_\_\_ a company incorporated in \_\_\_\_\_ (hereinafter  
 called CONTRACTOR) which expression shall unless repugnant to the  
 context or contrary to the meaning thereof include its successors and assigns, for  
 supply of \_\_\_\_\_ as envisaged in the Contract. Contractor has to submit a  
 Performance Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

Now this Deed witness as follows:

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. (Rupees  
 \_\_\_\_\_ only) 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. The  
 decision of the Owner as to whether the terms and conditions of this 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 Performance Bank  
 Guarantee is limited to Rs. (Rupees \_\_\_\_\_  
 \_\_\_\_\_ only).
2. This 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 issuance of  
 Commissioning/ Erection/Completion certificate according to terms of contract on  
 expiry of \_\_\_\_\_ months after the issuance of the above mentioned  
 certificate of commissioning / erection / completion certificate, the Performance Bank  
 Guarantee shall become null and void.

3. This 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 Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of RFCL (Owner)
7. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 2025

(Indicate the name of the Bank with stamp)

**Proforma for Indemnity Bond**

THIS DEED OF INDEMNITY made between M/s..... having its registered office at..... and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s Ramagundam Fertilizers and Chemicals Limited, a company incorporated under the Indian Companies Act and having its registered Office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India (herein under called 'the owner') which expression shall include its successors and assigns of the other part.

WHEREAS the Owner has placed a work Order No.....on the Contractor 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.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assumes 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 hereby admits that the owner shall have a first lien or charge for any amount due to the Owner from the Contractor hereunder on any amount which may be due from the Owner to the Contractor under the said contract.
5. The said contract shall constitute and form an integral part of these presents provided that nothing herein contained shall affect the right of the Owner under the said contract.
6. NOTWITHSTANDING anything stated herein above, Contractor's Liabilities under this Guarantee are 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 there under.

Date.....

**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 Ramagundam Fertilizers and Chemicals Limited (RFCL), 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 Intent.

**ARTICLE-3****3.1 COMPLETION PERIOD**

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

**ARTICLE-4****4.1 JURISDICTION**



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

#### ARTICLE-5

##### 5.1 ENTIRE CONTRACT

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

#### ARTICLE-6

##### 6.1 NOTICE

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

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

#### ARTICLE-7

##### 7.1 WAIVER

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

#### ARTICLE-8

##### 8.1 NON-ASSIGNABILITY

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

#### ARTICLE-9

##### 9.1 DISPUTE RESOLUTION CLAUSE

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 shall 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. (Sole) 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 of 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 ....., 2021 and shall come into force w.e.f.....

**SIGNED AND DELIVERED FOR AND ON BEHALF OF**

Ramagundam Fertilizers and Chemicals Limited  
(With Rubber stamp)

Contractor  
(With Rubber stamp)

Witness

Witness

1.

1.

2.

2.

AKM

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

**Certificate of Compliance**

Of

**Statutory Provisions of Labour Laws**

Certified that provisions of contract Labour (Regulations and Abolition Act-1970) and other relevant Laws as mentioned below have been complied with towards the contract for \_\_\_\_\_ awarded to M/s. \_\_\_\_\_ having work order No \_\_\_\_\_ dated \_\_\_\_\_ for which RA Bill No \_\_\_\_\_ has already been submitted for Rs. \_\_\_\_\_ against which payment has been made through Electronic Fund Transfer to the bank accounts of the employees and is as per Minimum wages act, bonus and other laws and no complaint has been lodged till date by any contract employee of the above contractor, who has paid wages and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment for the month of \_\_\_\_\_.

Maintained proper registers, records, documents and books and filed proper returns, forms and statement and furnished necessary particulars to the relevant authorities. EPF and ESI Contributions for the above referred month have been deposited with concerned authorities on or before due dates in respect of the manpower deployed as mentioned in Sl. No \_\_\_\_\_ to \_\_\_\_\_ of wage payment register.

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

WE have gone through the terms and conditions stipulate in the tender document and confirm to abide by the same and not done or committed any act or entered into any transaction in violation of any statutory provisions. No other charges would be payable by RFCL.

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

Signature & Seal of  
Authorised Signatory  
of the Executing Department)

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

ALM

**"NO DEVIATION" CONFIRMATION"**

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

***Tender No.- RFCL /SITE/MECH/2025/02/ARC\_ HVAC Date: 17/01/2025***

***Name of the contract: Rate Contract for Operation, Upkeeping and Schedule Maintenance of HVAC system and Packaged Air Conditioners (PAC) at RFCL, Ramagundam Site for a period of two years and three months extendable.***

Dear Sir,

*We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.*

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

*MLM*

**Schedule of Rate : Contract for Upkeeping and Schedule maintenance of the HVACs and Package Air conditioners for 2 years and three months extendable**

Part No.	S.N	Description	Manpower Category	No of manpower	Total working day in one year	Total Man-days (in 2 years)	Minimum Wages /day	Statutory payment	Total wages / day	Total wages /month	
											(i)
		Supply of manpower for Operation and Schedule Maintenance of HVAC & Package Air conditioner installed in MCR, Analyser Room, SS1, SS 2&3, Switch Yard, SS4, SS5, SS6, Water block control room and Bagging Control Room By deploying following minimum manpower -									
		<b>Manpower For Operation</b>									
Part - A	(i)	(a)	HVAC operators -MCR	Semiskilled	3	323	1938	₹ 577.00	₹ 170.68	₹ 747.68	₹ 14,48,997.25
		(b)	HVAC operators -SS 1, 2&3	Semiskilled	3	323	1938	₹ 577.00	₹ 170.68	₹ 747.68	₹ 14,48,997.25
		(c)	HVAC operators -Switch Yard, SS4, SS5, SS6, Water block control room and Bagging Control Room	Semiskilled	3	323	1938	₹ 577.00	₹ 170.68	₹ 747.68	₹ 14,48,997.25
		(d)	HVAC operators - General Shift+ Extra shift + reliever (Shift, leave, holiday and weekly off )	Semiskilled	2	323	1292	₹ 577.00	₹ 170.68	₹ 747.68	₹ 9,65,998.17
	(ii)	<b>Manpower For Upkeeping, schedule maintenance and other non-operational support</b>									
	(a)	HVAC Technician (Highly Skilled)	Highly-Skill	2	323	1292	₹ 816.00	₹ 241.37	₹ 1,057.37	₹ 13,66,125.66	

	(b)	HVAC General Technician	Skilled	1	323	646	₹ 695.00	₹ 205.58	₹ 900.58	₹ 5,81,775.33
	(c)	HVAC support manpower	Un-skilled	2	323	1292	₹ 494.00	₹ 146.13	₹ 640.13	₹ 8,27,041.76
	<b>For record, compliances and documentation Deployment of one skilled team leader cum engineer</b>									
(iii)	(a)	Team leader cum engineer	Skilled	1	323	646	₹ 695.00	₹ 205.58	₹ 900.58	₹ 5,81,775.33
	Total Part A									
	Profit Margin percentage (%) [to be filled by bidder]									
	In figure _____ %									
	In words _____									
	Profit Margin Amount (Rs.) [to be filled by bidder]									
	In figure _____									
	In words _____									
	Profit Margin Amount (Rs.) [to be filled by bidder]									
	In figure _____									
	In words _____									
	Total PART-A Amount = PART A + Profit Margin (Rs.) [to be filled by bidder]									
	In figure _____									
	In words _____									

Sr. NO	Description	UOM	SOR Qty	Per unit value		Total value
				[to be filled by bidder]	[to be filled by bidder]	
	(i)	(ii)	(iii)	(vi)	(vii)=(vi) x (iii)	
				In figure	In words	In figure
1	Rate for filling Refrigerant Gas R 407 C	KG	240			
2	Rate for filling Refrigerant Gas R 134 A	KG	240			
3	Copper tube (Air conditioner grade) 3/8" to 1.5" NB	KG	20			

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4	Copper tube fittings ( elbow, tee, bend,end plug etc.) 3/8"to 1.5" NB(Air conditioner grade)	KG	5			
5	Compressor Model- ZR108KFE-TFD-522 For SS4 and switch yard PAC	NO.	2			
6	Compressor Model- ZR190KCE-TFD-522 For SS7 & Bagging CR PAC	NO.	1			
7	Compressor Model- ZR72KCE-TFD-52E For water block PAC	NO.	2			
8	Compressor Model- ZR57KSE-TFD-593 For SS6 PAC	NO.	1			
<i>Total of PART B [to be filled by bidder]</i>						
				In figure		
				In words		

<b>Total contract Amount [ (PART-A + Profit margin) + PART B ] [to be filled by bidder]</b>		In figure	
		In words	

**Note :**

- 1) GST @ \_\_\_\_ . \_\_\_\_ % Extra as applicable.
- 2) 100% escalation or de-escalation given against manpower supply rate (As per minimum wages circular issued by GOI) for SOR Part-A.
- 3) Bill without fulfilling HR & statutory compliances treated incomplete.

*WJH*