



**RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED**

(A Joint Venture Company of NFL, EIL & FCIL)  
Fertilizer City – 505 210, Ramagundam, Peddapalli (Distt.)  
Telangana State, E-mail: rfcl.ramagundam@rfcl.co.in

**BIDS ARE INVITED  
FOR**

***“ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”***

**AT:**

**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**  
Fertilizer City, Ramagundam– 505 210  
Peddapalli (Distt) Telangana State

**E-Tender No: RFCL- 53093**

**MARCH-2022**

**Sub: Tender for “ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”.**

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Note: This document tender document must be uploaded 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.

## INSTRUCTIONS TO TENDERERS FOR E-TENDERING

### 1. Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to award ***“ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”*** in RFCL Plant located at Ramagundam, Telangana through e-tendering.

The NIT will be posted on website <https://rfcl.abcprocure.com> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

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

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

#### **a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-**

1) Mr. Shashi Prakash, M (C&P) 4 <sup>th</sup> Floor, KRIBHCO Building, Sector-1, NOIDA- 201301 Tel No. <a href="tel:0120-2553614">0120-2553614</a> E mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a>	2) Mr. Atul Singh, M (Mech) Fertilizer City, Ramagundam– 505 210 Peddapalli (Distt) Telangana State No. 7771880006 E mail: <a href="mailto:atulsingh@rfcl.co.in">atulsingh@rfcl.co.in</a>
	3) Mr. Ramesh Kr. Thakur, DGM (Mech) Fertilizer City, Ramagundam– 505 210 Peddapalli (Distt) Telangana State Mob No. 08989710598 E mail: <a href="mailto:rameshkumarthakur@rfcl.co.in">rameshkumarthakur@rfcl.co.in</a>

#### **b) M/s. e-Procurement Technologies Limited**

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	<a href="mailto:info@abcprocure.com">info@abcprocure.com</a> <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	<b>Office Hours:</b> Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday – Holiday			

2. (a) Pre-Requisites for System using e-Procurement sites:  
 (b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior

registration and Participating in e-Tenders invited by RFCL.

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

(d) Pre-Requisites for DSC Registration:

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

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator [info@abcprocure.com](mailto:info@abcprocure.com) , [dsc@abcprocure.com](mailto:dsc@abcprocure.com) , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
5. Corrigendum/amendment, if any, shall be notified on the site <https://rfcl.abcprocure.com> . In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender

7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- (i) Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
  - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (v) Once the entire process of submission of online bid is complete, they will get an auto-mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.
9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding

Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

**13. Tender Schedule:**

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

**Tender Schedule–**

Sr. No.	Tender Stage	Date & Time
1.	Start Tender Document Download	<b>05.03.2022 at 11:00 hrs.</b>
2.	Pre-Bid Meeting	<b>11.03.2022 at 11:00 hrs.</b>
3.	End Tender Document Download	<b>22.03.2022 at 16:00 hrs.</b>
4.	Due/ last date of submission Bids	<b>22.03.2022 at 16:30 hrs.</b>
5.	Techno-commercial Bids Opening	<b>22.03.2022 at 16:45 hrs.</b>
6.	Price Bid Opening	<b>To be intimated</b>

**Note:**

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

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

**16. Tender Opening:**

The tenders will be opened electronically by us from our NEW DELHI office. The submission of bids may however be done by vendors from their office. However, bids can't be submitted after the bid submission due date & time as per the schedule.

- 17. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
- 18. RFCL reserves the right to reject or accept any tender without giving any reason.
- 19. The bids not accompanied with the requisite Earnest Money will not be opened.
- 20. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.

21. **Name & Address of Contact person :**

Sh. R.K. Thakur, DGM , Mech, RFCL Ramagundam Fertilizers And Chemicals Ltd Distt- Pedapalli, Telangana
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22. **Payment Mode:**

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their 'Bank mandate form and cancelled cheque', within 10 days of issue of LOI/PO to the Finance and C&P deptt of RFCL, Ramagundam Plant.

23. **GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

24. The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:

- *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*

25. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender (Technical bid). The rates should be quoted both in figures and in words.

26. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

27. **SUBMISSION OF TENDERS**

27.01 The tenders duly accompanied with bids, offered product catalogue as well as all necessary documents will be submitted Online at : <https://rfcl.abcprocure.com> All letters/ Correspondence are addressed to:

**Dy. General Manager (Mech)**

Ramagundam Fertilizers and Chemicals Ltd,  
Fertilizer City, Pedapalli district, Ramagundam  
Telengana.

27.02 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and conditions etc. as given in tender documents.

27.03 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

Thanking You

For & On Behalf Of Ramagundam Fertilizers and Chemicals Limited

**Ramesh Thakur**

**DGM (Mechanical)**

Ramagundam Fertilizer and Chemicals Ltd.

Ramagundam 505210



## RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED

(A Joint Venture Company of NFL, EIL & FCIL)  
Fertilizer City – 505 210, Ramagundam, Peddapalli (Distt.)  
Telangana State, E-mail: rfcl.ramagundam@rfcl.co.in

Ref: RFCL/Site/Mech/ Jobs  
To,

Date: 05.03.2022

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **NOTICE INVITING TENDER**

**Sub: Tender for “ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”.**

Dear Sirs,  
Sealed Bids are invited for the work as detailed below:

- Name of Work**

Tender for “**ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”.**
- Earnest Money Deposit**

Bidder to submit Earnest Money of Rs. 100000 (One Lakh) in the form of Crossed / A/c payee Demand Draft, online transaction in favour of “**Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam**”. Tender received without EMD are likely to be rejected.  
**Note:** In this “Service Contract” Bidders registered under National Small-Scale Industries/MSME Act. Submission of E.M.D is **NOT APPLICABLE** (Valid Certificate i.e, Udhyaamaadhar/NSIC/SSIC/DSIC etc must be submit by bidders those who are claiming benefit of EMD).
- Tender Cost**

Rs.1000.0 inclusive of GST in the form of Crossed / A/c payee Demand Draft in favour of “**Ramagundam Fertilizers and Chemicals Limited, payable at Ramagundam**”. Tender fee is non-refundable.  
**Note:** In case of E-Tender only registration fee required (if applicable)
- Contract Period**

“**ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of two (2) years with a provision of extension of One year each subject to maximum two such extensions”.**
- Validity of the Tender**

Bid validity will be 120 days from the opening of technical Bid opening.
- Last Date & Time for Receipt of Bids**

22/03/2022 up to 16.30 Hrs.
- Date & Time for Opening of Bids**

22/03/2022 up to 16.45 Hrs.



- 7.1. Pre bid meeting will be held on **11/03/2022 at 11.00 Hrs**
8. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i.e. DGM (mech.) at least 7 (Seven) days prior to the closing date of the tender.
9. The rate should be quoted in the Units given in the Schedule of Rates. The rates should be quoted in both in figures as well as words. 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.
10. Ramagundam Fertilizers and Chemicals Limited, Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
11. **Procedure for Submission of Tender:**  
The Tender shall be submitted in Three Parts as under:
- 11.1 Step No. 1:**  
Will be '**Earnest Money**' and shall contain Earnest Money Deposit as per Clause No. 3 and Tender fee as per Clause No 2 of the above or service contract Bidders registered under National Small-Scale Industries/MSME Act. Submission of E.M.D is **NOT APPLICABLE** (Valid Certificate must be submit by bidders instead of EMD).
- 11.2 Step No. 2:**  
Will be '**Techno Commercial bid (unpriced)**' shall contain NIT duly signed, documents & all other declarations required as per Tender.  
Documents as stated in Annexure-III for meeting the eligibility & evaluation criteria.  
Duly Filled Performa's of Techno Commercial Bid.  
Unpriced SOR Performa mentioning "quoted" in all pages with signature and stamp.
- 11.3 Step No. 3:**  
Will be '**Price Bid/Schedule of Rates**' and shall contain the item wise rates only as per Schedule of Rates Performa.  
All the procedure of filling the tender will be as on E Tender basis only.
- 11.4 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 | : | M/S 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                                       |
13. **Opening of tender:**  
The Tender shall be opened as under E tender process:  
**Step No. 1:** Parties who have submitted the EMD amount or MSME proof will be opened first, on the scheduled date of opening of tender, Party those who failed to submit EMD or Certificate of MSME will be rejected for tender opening.  
**Step No. 2:** "**Techno Commercial Bid (Unpriced)**" shall then be opened if only those parties who have submitted the EMD & Tender Cost or Certificate of MSME.  
**Step No. 3:** '**Price Bid/Schedule of Rates**' shall be opened after meeting the eligibility criteria of **Techno-Commercial Bid** (unpriced) and whose bids determined to be technically and commercially responsive. The date of opening of Price Bid/SOR will be intimated to technically selected tenderers separately.
14. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.
15. This letter shall form part of the contract document and shall be signed and returned along with the Tender Documents.

16. Every communication by tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language.
17. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
18. All the pages of the tender documents/offer must be signed by the bidders or by the authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by the bidder on their letter head will not be allowed on the grounds that the offer was not signed by authorized person; in such case EMD shall be forfeited.
19. One person will be allowed to represent only one company during discussion/negotiation with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiation.
20. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected.
21. Tender documents shall be issued at RFCL site Ramagundam, however the cost of Tender Documents shall be submitted in the form of Demand Draft as described above at the time of submission of tender document.
22. Tenderer shall submit along with the tender's full particulars of their institution along with experience. The following documents are to be submitted with the Tender in the envelope No. 2, failing which the tender will be liable for rejection:
  - a. Duly signed and stamped tender document including blank price bid/SOR mentioning quoted/not quoted against each item of SOR
  - b. Copy of Permanent Account Number (PAN) issued by Income Tax Dept.
  - c. Copy of GST Registration No. along with documentary proof thereof.
  - d. Documentary proof for PF & ESI Registration Number
  - e. Documentary proof for Labour License or Undertaking as per Declaration form-II
  - f. Supporting documents as per the Eligibility Criteria as mentioned in Annexure – III in NIT.
  - g. Power of Attorney in the name of person, if required, who has signed the Tender Documents.
23. The Tender shall be addressed to **Dy. General Manager (Mechanical In charge), Ramagundam Fertilizers and Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli (T.S)**

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

(Ramesh Thakur)  
DGM (Mechanical)  
E-mail: [rkthakur@rfcl.co.in](mailto:rkthakur@rfcl.co.in)

**DECLARATION FOR SUBMISSION OF TENDER FORM-I**

To,  
Dy. General Manager (Mech) I/C  
Ramagundam fertilizers & Chemicals Limited  
Fertilizer City, Ramagundam  
District: Peddapalli (Telangana)  
Pin Code- 505 210

Dear Sir,  
I/We hereby submit tender for : **“ARC for Establishment and Operation and Maintenance OR Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period is for two (2) years with a provision of extension of One year each subject to maximum two such extensions”**.

at Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (**Annexure-XIII**) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. 1,00,000/- (Rs. One Lakh Only) vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signature of Tenderer with Seal

Name & Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mobile/Telephone No. \_\_\_\_\_

**DECLARATION FOR BIDDER DETAILS FORM -II**

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

<b>S. N</b>	<b>Description</b>			
1.	Name of Applicant/Firm/Company			
2.	Complete Address along with Contact Person name, mobile number and Email Id			
3.	Company Profile			
i.	Public Limited/Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention)			
	<b>(Please attach duly attested partnership deed (latest notarised) by Notary public/Self attested firm registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).</b>			
ii.	Year of Establishment & Registration No along with documentary proof if any			
4.	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<b>YES / NO (If Yes, give the following details)</b>		
		<b>Name &amp; Designation of the Employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
5.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
6.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.			
7.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-			
i.	GST Registration No. with Documentary Proof.			
ii.	Service Accounting Code No.			
iii.	Rate of GST applicable on the quoted rates	IGST ____%	CGST ____%	SGST ____%
8.	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason	<b>Agreed</b>		

	whatsoever except for statutory variation against documentary evidence.	
9.	ESI Registration No. of the Contractor to be intimated along with Documentary proof thereof.	
10.	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. <b>Registration month &amp; Year should be prior to bid submission due date.</b>	
11.	<p>Labour License No. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format.</p> <p><u>The bidder shall submit undertaking regarding Labour License, as per the following format</u></p> <p><i>"In case this job is awarded to us i.e. M/s _____, we shall obtain Labour License from the appropriate Licensing Authorities i.e Central / State Government, as applicable from time to time, under the Contract Labour (R &amp;A) Act, 1970 &amp;the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam within 20 days of start of execution of contract work in RFCL, Ramagundam".</i></p> <p><i>If we fail to submit labour license within 20 days of start of execution of contract work then, we agree for forfeiture of EMD/SD and termination of Contract by RFCL"</i></p>	

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature of Tenderer with the seal

Name & Address: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mobile/Telephone No. \_\_\_\_\_

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

PRINT ON LETTER HEAD OF CUSTOMER/VENDOR

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

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

<b>S No.</b>	<b>Particulars</b>	<b>Detailed to filled here</b>
1.	Vendor/Customer Name	M/s. _____
2.	Vendor/Customer Code	_____
3.	Vendor/Customer Address	
4.	Vendor/Customer E-mail ID	
5.	<b>Particulars of Bank Account</b>	
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:**

**INFORMATION REGARDING EQUIPMENTS WHICH TENDERER PROPOSE TO USE FOR THIS WORK**

Sr.	Description	Qty, NO	Make/Year (not more than 5 years from the date of LO)
1	HEAVY DUTY LATHE total Bed length 5000 mm	1	
2	LIGHT DUTY LATHE total Bed length - 1500 mm	1	
3	HIGH SPEED MEDIUM DUTY PRECISION LATHE Total Bed length-2000mm	1	
4	SURFACE GRINDING MACHINE Table size 1000x250 mm	1	
5	UNIVERSAL MILLING MACHINE table size -1500x300	1	
6	RADIAL DRILLING MACHINE (steel/cast iron)- 75/95 mm	1	
7	PLATE SHEARING MACHINE	1	
8	SLOTTER MACHINE Stroke 16 inch	1	
9	PLATE BENDING MACHINE Maximum thickness to be rolled-20mm	1	
10	Shaper Machine 30 inches stroke	1	
11	Pistol Drill Machine 10 mm capacity	1	
12	Magnetic Drill machine 1"	1	
13	Pillar drill machine 20 mm	1	
14	Power Hacksaw 10 inches	1	
15	Hydraulic press machine 100 ton	1	
16	Bench Grinder 8 inches	1	
17	Gas cutting set	1	
18	Gas Pug cutting machine	1	
19	Brazing set	1	
20	Welding inverter ESAB RS 400A	1	
21	Angle Grinders AG7	1	
22	Angle Grinders AG5	1	
23	FF2 Grinder	1	
24	Chain Pulley Block 1 ton Fitter bench with two bench vices	1	
25	Portable Moving trolley	1	
26	V-Block for balancing	1	
27	Vertical Boring Machine (Boring capacity 30mm – 250mm and boring depth 500mm)	1	

Certified that the above information is correct.

Signature of Tenderer with Seal

Name & Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mobile/Telephone No. \_\_\_\_\_

**DEFINITIONS OF TERMS**

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

1. "The OWNER" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), incorporated in India, having its corporate office at 4<sup>th</sup> floor ,Wing A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh Pin- 201301.
2. The "ENGINEER-IN-CHARGE (EIC)" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Terms Conditions of Contract, Special Terms and Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form, Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
15. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER, whichever is earlier.
17. "GTCC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.



**Eligibility and evaluation 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, **“Manufacturers / Service providers / Contractor of workshop machineries who have experience in setting-up of Workshops and their operation & maintenance work or Operation and Maintenance or Workshops”**.

**A. Financial eligibility criteria**

<b>S. N.</b>	<b>Conditions</b>	<b>Documents required (To be submitted along with Technical bid)</b>
1.	<p>Bidder should be <b><u>“Manufacturers / Service providers / Contractor of workshop machineries who have experience in setting-up of Workshops and their operation &amp; maintenance work OR Operation &amp; maintenance of Workshops”</u></b> during the last seven (7) years.</p> <p><u>Note:</u> “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p><b>i)</b> Bidder must submit the copy of valid industrial License / Statutory documents issued by Statutory authority for being a manufacturer / Service Provider / Contractor along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p><b>ii)</b> 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><b>iii)</b> Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p><b>iv)</b> For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p><b>v)</b> 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><b>vi)</b> For Transport unions/Co-operative societies/Registered societies/Registered Companies, Limited or Pvt- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p>
2.	<p>Bidder should have got the Order for <b><i>(Establishment and operation and maintenance OR Operation and Maintenance of workshop equipment)</i></b> during immediate last <b>7 years</b> as mentioned below and have successfully executed the said order:</p> <p>One work not less than <b><u>₹ 1.87 Crores</u></b> . or Two works of not less than <b><u>₹ 1.17 Crores</u></b> . or Three works of not less than <b><u>₹ 0.94 lakhs.</u></b></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>

3.	<p>The Annual turnover of the bidder shall not be less than <b>₹ 2.34 Crores</b> in at least one of the preceding three financial years from the date of issuance of enquiry.</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. (FY: 2018-19 &amp; 2019-20 ,2020-21)</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>
4.	<p>The net worth of the bidders should be positive for the Financial year 2020-21.</p> <p><b>Note:</b></p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim for FY 2020-21.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit</p>

	“* date of last Financial year should be mentioned considering the period in which tender is issued”.	financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder’s company).
5.	Bidder should have minimum working capital of ₹ <b>23.44 lakhs</b> as per Audited Financial result of <u>FY 2020-21</u> .  “Working capital should be current assets minus current liabilities.	Copy of audited balance sheet for the Financial year i.e, <u>FY 2020-21</u> should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of ₹ <b>23.44 lakhs</b> as on last day of preceding month in which tender has been issued.
6.	I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.  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.  III. Bidder must not be on the <b>Holiday list</b> of RFCL.	Self-certification(s) for both should be submitted on Party’s letterhead for the same.

## **B. Evaluation Criteria:**

### **Following evaluation criteria shall be followed:**

- a. *Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money and tender fee as prescribed in the tender document or else have submitted the ANSI or MSME valid documents.*
- b. *Price bid/Schedule of Rate (SOR) of those bidders, who accepts and confirms to all the terms and conditions of NIT without any deviation, will be opened after due notice to eligible bidders.*
- c. *Evaluation of the price bids shall be on overall basis and work shall be awarded to L-1 bid.*
- d. *The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be extra and as applicable.*
- e. *Average of Executed Contract value in proportion to month shall be taken if the original contract period is more than one Year.*
- f. *RFCL may ask form 16A/26AS in support of work completion certificate for work orders submitted in response to BQC.*
- g. *RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.*
- h. *Splitting of Contract is not applicable.*
- i. *The Machinery & Equipment shall not be more than 5 years old from the date of submission of due date of bids & in good working condition and Purchase invoice is mandatory for each machine listed for eligibility criteria.*

**General Terms and Conditions of Contract**

- 1.1.0 The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The Contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Engineer in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim/overtime will be paid on this account.
- 1.2.0 Electricity, Water and Service Air will be provided free of cost at one point as per requirement of the job subject to availability.  
All lifting tools & tackles are to be got tested, wherever applicable, under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
- 1.3.0 **Accommodation and Land for Contractor's Go-down/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 if required, work site to 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.
- 1.4.0 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.**
- 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.
- ESCALATION:**
- 1.7.0 The rates quoted for monthly lumpsum charges (as per item No. 1.3 pf SOR) will be be subject to yearly escalation @ 5% per year. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam
- 1.8.0 **Earnest Money Deposit:**
- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) drawn

on any Scheduled Bank except Rural or Co-Operative Bank in favour of **“Ramagundam Fertilizers and Chemicals Limited,” payable at Ramagundam.** The Earnest Money and Tender Fees shall not be accepted in any other form except specified.

- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:
  - i. Withdraws or modifies offer in full or part during the validity period
  - ii. Failure of the bidder to honour 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 employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- b) The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the Contractor shall submit to RFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

**c) Insurance Cover for Workmen:**

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

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

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

- i. **Workmen's Compensation Insurance (WCI):** This insurance shall conform to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.
- ii. **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.
- iii. **Third Party Liability Insurance (TPL):** This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
- iv. **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, or bodily injury to loss of life of and/or property damage of any person or party.
- v. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.
- vi. **All type of Insurance viz, transit, Operational and others are on party's scope and there is no obligations on this account on RFCL.**

vii. Following Insurance policies shall be in the Scope of successful Tenderer:

- 1) Transit Insurance policies (To & Fro) for all the Equipments from it's respective dispatch Station to Ramagundam Plant.
- 2) Insurance policies for Storage (Transit storage / storage at RFCL/ Storage for the period the equipment stands installed in RFCL during the contract) of all equipment in RFCL Plant.

*Successful bidder shall Indemnify RFCL for any / all the claims against Transit and storage policies as stated above.*

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

be executed against the contract. The rates shall remain firm for the increased or decreased quantities. Payment shall be made on the basis of actual quantities executed.

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

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

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

**1.22.0 Validity and Extension of Contract:**

a. **Validity of Contract:** The contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize as specified (10 weeks from the date of issuance of LOA), 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 One year subject to maximum two extension as per mutual consent and subject to satisfactory performance of party. 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** 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.



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

**1.26.0 Security Deposit:**

- a. The Security Deposit together with EMD/Initial Security Deposit shall be **3%** of the contract value.
- b. 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 3% 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 VI).
- c. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- d. 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.
- e. 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.
- f. 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.
- g. Security deposit shall be forfeited in case the vendor fails to execute the order.

**1.27.0 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.

**1.28.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:**

**a. Measurement and Billing:**

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

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

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

- v. Self-attested copy of the proof for transfer of salary to the workers bank account through online transfer (EFT only).
- vi. Self-attested copy of GST Deposit relating to previous month
- vii. Any other document if required as per NIT.
- viii. Copy of Log register/ complaint register mentioning the details of item brought to the workshop for repair, released after repair and nature of repair etc. duly certified by RFCL engineer in-charge.
- ix. Certificate from RFCL engineer in-charge that All the machineries were available for usage during the period against which invoice has been generated.

**b. Running Account Payments:**

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

**c. Completion Certificate/Final Bill:**

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

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

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

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

**d. Final Certificate:**

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

**1.29.0 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 3 % 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. 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.

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

Contractor shall issue the tax invoice in accordance with GST Law within stipulated time i.e. 30 days of rendering the service. If Contractor is a registered taxable person, a tax invoice is issued based on the rules regarding details required in a tax invoice, following are the mandatory fields in an invoice.

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

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

**e. 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.

**f. 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.

**g. 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.

**1.30.0 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.

**1.31.0 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
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A	STRUCTURE	2.5 %
B	PIPE	3.0 %

**1.32.0 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.

**1.33.0 Issue of Gas Cylinder:**

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

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

**1.34.0 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.

**1.35.0 Price Reduction Schedule:**

a) **For non mobilization of Machines beyond specified time period:**

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 (for mobilization), 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.

b) **For non de-mobilization of Machines beyond specified time period:**

For Non timely demobilization beyond free period of 30 days from the date of notification by "Engineer-in-Charge", prevailing ground rent shall be charged on per day basis. At present RFCL is charging Rs 65 per sqmtr as Ground Rent and shall be reviewed at the time of allocation of land.

**1.36.0 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.

**1.37.0 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.

**1.38.0 Conciliation & Arbitration:**

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

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

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

**1.39.0 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.

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

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

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

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

**1.41.0 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-VIII**).

**1.42.0 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.

**1.43.0 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.

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

**1.44.1 Termination of Contract**

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

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

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
- b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
- c. persistently fails to adhere to the agreed program of work  
Or
- d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
- e. Performance is not satisfactory or work is abnormally delayed, Or
- f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
- g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
- h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
- i. Ring tender/Cartel formation/Non-bonafide method, or
- j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.
- k. Failure to submit the PF code before start of Work and labour license within 20 days of start of work, 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 1.44.1 (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.

**1.44.2 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.

**1.45.0 TIME EXTENSION:**

The Contract period is for two (2) years with a provision of extension of One year each subject to maximum two such extensions.

**1.46.0 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.

**1.47.0** 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.

**1.48.0** 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.

**1.49.0** 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.

**1.50.0 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

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

workman/ employee deployed by the Contractor or any third parties, in relation to work under this Contract.

**1.52.0 INDEMNIFICATION**

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

**1.53.0** “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”.

**1.54.0 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.

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

**1.56.0 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.

**1.57.0** 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.

**1.58.0 PROHIBITION OF CHILD LABOUR:**

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

**1.59.0 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 “X”). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.

**1.60.0 Weekly Off/Holiday:**



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

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

## Annexure- V

### SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

#### **A. Scope of work**

##### **1. General:**

The Contractor's Scope of Work includes but not limited to the following:

Arrange for execution of all jobs related to Machine shop including operation of all available machines as per job requirements from different plants and departments, This shall include all different type of machining operations, marking / layout on jobs, manual activities like tapping etc. Vendor shall carry out operation and maintenance of our following machine tools for machining activities, valve test and repair works in Central workshop:

S.N	Description	Qty, No
1	HEAVY DUTY LATHE total Bed length 5000 mm	1
2	LIGHT DUTY LATHE total Bed length -1500 mm	1
3	HIGH SPEED MEDIUM DUTY PRECISION LATHE Total Bed length-2000mm	1
4	SURFACE GRINDING MACHINE Table size 1000x250 mm	1
5	UNIVERSAL MILLING MACHINE table size -1500x300	1
6	RADIAL DRILLING MACHINE (steel/cast iron)- 75/95 mm	1
7	PLATE SHEARING MACHINE	1
8	SLOTTER MACHINE Stroke 16 inch	1
9	PLATE BENDING MACHINE Maximum thickness to be rolled-20mm	1
10	Shaper Machine 30 inches stroke	1
11	Pistol Drill Machine 10 mm capacity	1
12	Magnetic Drill machine 1"	1
13	Pillar drill machine 20 mm	1
14	Power Hacksaw 10 inches	1
15	Hydraulic press machine 100 ton	1
16	Bench Grinder 8 inches	1
17	Gas cutting set	1
18	Gas Pug cutting machine	1
19	Brazing set	1
20	Welding inverter ESAB RS 400A	1
21	Angle Grinders AG7	1
22	Angle Grinders AG5	1
23	FF2 Grinder	1
24	Chain Pulley Block 1 ton Fitter bench with two bench vices	1
25	Portable Moving trolley	1
26	V-Block for balancing	1
27	Vertical Boring Machine (Boring capacity 30mm – 250mm and boring depth 500mm)	1

Activities to be carried out through above machine tools: All lathe machining operations, trueness checking, boring, drilling, tapping, reaming, shaping, milling, gear cutting, heat treatment and slotting, surface grinding, valve testing and repairing etc.

**1.1** The Contractor shall set-up the High-Quality Workshop within the RFCL premises ("Site") where the Facility is situated, the building space & equipment foundations for setting-up the identified machinery & equipment in the said Workshop. Layout Drawing of workshop attached.

**1.2** The Contractor also shall deploy skilled and experienced manpower for the efficient operation and the up-keep, maintenance of the work shop equipment and premises as per the scope.

**1.3.** The jobs for machining shall be generally related to process equipment's both static and rotary equipment's like pump, compressor, piping, belt conveyor, tank, pressure vessel, heat exchanger, column, tower, agitator, furnace, turbine, valves, blower, fan, granulator, motor, reactor etc.

**1.4** Generally different grades of material shall be required to be machined like carbon steel, different grades of stainless steel, duplex & super duplex steel, low alloy steel, cast iron, titanium, zirconium, aluminium, Cast alloy, Inconel, Alloy-59, Stellite, hylam , PTFE, alloy of Copper etc.

**1.5** The indicative list of jobs is as mentioned below, which is just to understand however all types of machining jobs shall have to be carried out by contractor as per requirement In additions to above machine tools operations, vendor shall carryout in-situ machining works at site in RFCL plant premises using our portable machine tools.

**a)** Manufacturing of spares / component like different types of flanges, shaft, sleeve, bolt, stud, nut, covers, sparger, box clamps, online sealing clamps in two halves, gland pusher, wear ring, pin, plug, key, restriction orifices, spectacle blinds etc of various sizes and different materials as per drawing and mentioned tolerances.

**b)** Repairing of spares / component like different types of flanges, covers, man-hole cover, nozzle, box clamps, shaft, sleeve, thermo well, impeller, casing, valve seat, valve body, bearing housing etc of various sizes and different materials.

**c)** Manufacturing & repairing of agitators, rotary equipment fan, base frame, cylinder block, heat exchanger baffles, tie-rods, fixtures etc. of various sizes and different materials.

**d)** Manufacturing of fixtures and mandrel for execution of jobs as per requirement.

**e)** Repairing of piston, damaged valve ports & its tapped holes, cylinder body, header of pump & compressor of various sizes and. Different materials by machining, Boring, key slot and locking of various types of coupling, sprocket, pulley etc.

**f)** Repairing of oversized bore of coupling / sprocket/ V-belt pulley etc of different size and material by bush fitting.

**g)** Checking trueness of shaft, sleeve, screw conveyor, rotor etc of different materials.

**h)** Removal of old shrinks fitted bushes / components of various sizes and different materials from assembly by machining.

**i)** Surface grinding of compressor valve seats & other spares of different size and materials.

**j)** In-situ repair jobs pertaining to machine shop like removal of broken bolt by hand drill / magnetic base drilling machine, drilling on base frame of pump etc

**k)** To carry out hand lapping whenever required.

**1.6** To carry out stage wise and final inspection of all jobs and also offer stage wise and final inspection to shop in-charge / Inspection dept./ Plant Engineer of RFCL and submit inspection report if any.

**1.7** Raw material cutting on hacksaw machine cut off wheel and hand hacksaw as per requirement. Contractor shall prepare requisite fixtures per job requirement, if any.

## **2. Site jobs related activities:**

**II)** Contractor shall have to arrange for on-site ( In-Site work) machining and fabrication jobs in RFCL plant premises like drilling, tapping, keyway machining using portable machine tools arrange by contractor.

**III)** Contractor shall arrange for mobilization and demobilization of required equipment, tools-tackles at site for job execution. RFCL shall provide facility for transportation (trolley / Hydra / Fork lifter) for mobilization and demobilization whenever possible on chargeable basis. At present makert rate, RFCL is charging Rs 700/hr for hydra and Rs 300 per/hr for forklifter.

**IV)** Contractor shall follow RFCL safety work permit system while carrying 'out any job at site (except from workshop). Non complying will lead to penalty charges and same shall be deducted from contractor's running bills.

## **3. Rigging activities:**

**i)** Contractor shall provide rigging tools-tackles like slings, D-shackles, Chain pulley blocks, I-bolts etc. for carrying out job

- ii) Contractor shall carry out rigging activities using good engineering practices in the most professional manner.

#### **4. Metallic chips and waste disposal:**

- i) During job execution and after job completion the metallic waste / non-metallic waste generated is to be deposited at the designated site after segregating as per instructions of Engineer in charge.
- ii) Daily, all generated used/ oil soaked cotton waste/ hand gloves shall be segregated and stored at designated & labelled temporary storage bins. At regular intervals, these stored wastes shall be transferred to common designated place.
- iii) Coolant change and disposal at designated area as per safety norms & as per the direction of Engineer In charge to be handled by vendor.

#### **5. Housekeeping activities:**

- i) To carry out routine housekeeping at shop floor, workshop offices and surrounding area of machine shop with proper segregation and collection of waste/scrap at workshop and deposition at designated place as per instructions of shop in charge. RFCL shall provide facility for transportation (Trolley/Jeep/Truck) for mobilization and demobilization whenever possible.
- ii) To open and close all the shutters and entry gates of Machine shop on daily basis.
- iii) To arrange and maintain workshop store activity for issue of material, cutting tools, drill bits, taps, measuring instruments, portable electrical tools, oil/ diesel from store & maintain records of the same.

#### **6. Supervision:**

- i) The contractor shall arrange and provide resources for supervision at Machine shop and ensure compliance with the contract requirements.
- ii) Co-ordination with related other sections, plants to ensure timely completion of jobs.
- iii) Co-ordinate with plants/departments for receipt of jobs with job order, drawing, material, consumables etc, stage wise and final inspection offering to inspection dept/plants/workshop in-charge whenever required
- iv) All the works requires to be executed beyond normal working hours/Sundays/holidays.

- 7. Contractor has to install (including grouting) and commission the machines as decided and allotted area of workshop by Engineer In charge. After the end of the contract, contractor should remove all equipment's and workshop area should be clean and smooth as before for site clearance certificate. RFCL reserves the right for removal/Shifting of machines from workshop after contract termination or completion. Land rental cost on monthly basis will be imposed on contractor if the machines are stocked at RFCL ground/land.

#### **8. Without prejudice to the generality of the aforesaid, the Contractor shall perform the following specific obligations:**

##### **8.1 Workshop Machinery and Equipment**

- I) The building space for setting-up the Workshop will be provided by RFCL. The Contractor shall arrange and provide the machinery and equipment ("Machinery & Equipment") at the Workshop as per the details listed in Annexure V here to.
- II) It shall be the responsibility of the Contractor to keep all Machinery & Equipment in good, usable and operable conditions, such that the O&M of the Facility is not affected. Fitness certificate of Machinery should be submitted.
- II) The Contractor shall be under an obligation to dismantle and remove its Machinery & Equipment Installed in the Workshop on the determination or termination of the Term.

##### **8.2 Workshop Services and Manning/ Personnel:**

- i) The Contractor shall deploy highly skilled & experienced workshop technicians for the performance of all the allocated jobs by RFCL at Mechanical Workshop.

- ii) The Contractor shall also be responsible for maintaining the Workshop in clean, safe and operable conditions at all times during the Term (as defined below) and ensure that the Machinery & Equipment are in good condition, so as to ensure their availability at all times. The personnel at the CM Workshop (technicians) deployed by the Contractor shall be experts in handling the concerned Machinery & Equipment, with proficiency in performing the job with high accuracy and deftness
- iii) Minimum qualification of Manpower:
- Skilled - ITI / 10<sup>th</sup> pass or 10 years of experience certificate in machine shop
  - Semi-Skilled.- ITI / 10<sup>th</sup> pass or 5 years of experience certificate in machine shop
  - Unskilled- Minimum Experience of 1 years.
  - In case of exigency and shut down work, shift rota will be followed. Over time payment will be borne by RFCL considering the exigency of job and plant requirement.
- iv) The minimum manpower/ personnel as required under different categories. In case, the Contractor fails to provide the minimum manpower/ personnel under any or each of the said categories, RFCL shall deduct twice the pro-rata amounts accordingly from the monthly bills.

The minimum manpower which needs to be deployed by contractor are as under:

- a) Minimum Number of Manpower deployment excluding Supervisor is Nine (9)
  - b) The break-up of Nine Manpower is as under:
    - *Skilled technicians -5*
    - *Semi-skilled technicians-2*
    - *Unskilled Manpower -2*
  - c) Minimum manpower rates should be followed as per Labour law minimum wages Act, New Delhi.
- v) The working hours for each personnel appointed by the Contractor at the Workshop shall be 8 hours a day in General Shift excluding lunch, and such personnel would be given 1 (one) Weekly Off. Such personnel shall also be entitled to national & local holidays, as per RFCL's yearly holiday calendar and applicable laws. In case such personnel work beyond the prescribed hours or have to come on weekly off/national holidays, as per the direction of RFCL, then, such personnel shall be entitled for overtime payment.

### 8.3 **Tools and Tackles**

Party has to maintain required accessories for each **machine individually**. **The minimum tools & tackles kept in stock (3 Set) but not limited.**

#### 1. **Machine tools**

- Jig & fixture
- Bench Vice
- Spanner Set
- File sets
- Measuring gadget (Vernier scale, screw gauge, filler gauge, GO & NO-GO gauge, rose cutter, angel measure gauge, Vernier Height Gauge, Thread measure, Outside Micrometre, Inside Calliper, Divider, Magnetic Dial Stand, V- Block with Clamp, Number Punch Set, Letter Punch, Tap Handle, Tap, Depth Calliper, Radius Gauge, Hollow Punch, Try Square, Centre Punch, Reamer etc.)
- Tool Holder
- All type of hammers
- Plier
- Angle plate
- Surface Plate
- All types of Drill Bit

#### 2. **Fabrication tools:**

- Chipping hammer
- Number Punch & Letter Punch

- Gas Regulator
- Steel Foot Rule
- Tong 12”
- Sledge Hammer
- Combination Plier
- Nose Plier, screw driver
- Scriber
- Safety Screen, dark glass
- Hand Drill Machine

#### 8.4 **Work shop Consumables**

All the consumable, including gases (DA, oxygen cylinder, argon cylinder), cutting oil and lubricants, hand tools, all type of tool bits as per machine, general welding electrodes, filler rod, cutting and grinding wheel, gas cutting set, machine tools and various workshop miscellaneous equipment/accessories, shall be arranged and provided by the Contractor. The Contractor shall maintain the prescribed minimum quantity of these consumables, cutting oil and lubricants, hand tools, machine tools and various workshop miscellaneous equipment/accessories, at all times in the Workshop. All Gases, welding electrodes and filler wire, special tools shall be contractor scope.

#### 8.5 **Accommodation and Conveyance**

The Contractor shall be solely responsible for arranging the accommodation and conveyance of the manpower/ personnel working at the Workshop at all times. In certain urgencies, it may be necessary to carry out the job during the night hours and round the clock. The contractor shall be responsible for arranging and making the availability of the necessary personnel at the Workshop, as may be necessary during such conditions.

#### 8.6 **SECURITY**

Security for workshop equipment and their accessories will be under contractor’s scope.

#### 8.7 **Outdoor Work**

If job cannot be done in RFCL workshop, then contractor has to arrange for the job to be done from another nearby place ex. Hyderabad etc. and paid by contractor. [Material security will be all under contractor scope, if required Indemnity Bond will be asked as per general practice and BG may be asked for high value \(More than Rs 5 lakh\) material out pass.](#)

#### 9. **RFCL’s Obligations**

RFCL shall be responsible to arrange for the availability of the following:

- i) Storage space/ Workshop shed, along with EOT crane. [Establishment of all workshop machines \(with grouting\) shall be under contractor scope. However, EOT crane and Hydra may be provided subject to availability at RFCL without any extra cost.](#)
- ii) Electrical Connections to the machines and other points, with a total load of 63KVA (approx.)/ 200Amp for the CM Workshop
- iii) Lighting, Fans, venting and Air-conditioning (required portion);
- iv) Raw material shall be provided by RFCL like round bar, plate etc.
- v) Compressed air, drinking water, process water and electricity;
- vi) One intercom for the use in plant area;
- vii) First aid facilities, as available in RFCL PHC, **on chargeable basis (at actuals)**

#### 10. **Functional Guarantees and PRS**

In case of critical or costly jobs, RFCL can get the job executed by the Contractor in the Presence of RFCL Supervisor who may also conduct or depute someone to conduct intermediate inspection etc. In case the job/equipment is spoilt/damaged beyond repair due to negligence of the Contractor, the Contractor shall repair the job/equipment at its own cost to the satisfaction of RFCL or get it done from another Contractor and shall also bear all costs of such repairs.

- 10.1 In case, any part of the work required to be performed by the Contractor, is outsourced by RFCL for the reasons attributable to breakdown of any of the Machinery & Equipment or unavailability of manpower etc., the same shall be charged to the account or deducted from the amounts payable to the Contractor [addition to 25% administrative charges. The cost of job will be decided by Engineer In charge.](#)

- 10.2 Notwithstanding anything contained in this LOA and the Contracts, if at any stage, RFCL is of the opinion that delay is taking place due to non-performance of the Contractor (viz. non-availability/non-functioning of Machinery & Equipment and/or absenteeism of agreed number of manpower/ personnel for more than 48 cumulative hours per month or any other reasons attributable solely to the Contractor), Penalty as per clause No: 2 of STC shall be levied, and such amount can be adjusted/ recovered by RFCL, from any amounts payable to the Contractor and credit note to be submitted by the party.
- 10.3 The levying or payment of the P will not absolve the Contractor from Performing its obligations under the Contracts and in no way prejudice the other rights of RFCL to get such performances performed through any other agency at the Contractor's risk and cost.

## **11. Contractors Obligations**

- 11.1** The Contractor will be responsible for performing its obligations in compliance with the terms of this LOA and the Contracts, with skill, due care and diligence to be expected of appropriately qualified and experienced professional contractors and in accordance with good industry practice, using sound engineering and principles, supervisory procedures and of appropriate grade and quality compatible with the intended purpose, in a professional and workman like manner.
- 11.2** The contractor will ensure that It uses the engineering techniques which meet the criteria and being free of defects and deficiencies and meeting the functional guarantees and other technical specifications to be set forth in the Contracts.
- 11.3** The Contractor will obtain all approvals and consents and pay all fees, charges, payments and cesses as may be required for the performance and compliance of its obligations under the Contracts and the applicable laws.
- 11.4** The Contractor shall follow all the best industry practices for ensuring the safety of its own workmen and the personnel at the facility. The personal protective equipment like safety shoes, helmets, safety goggles, hand gloves or any other safety gadgets as may be required for safe execution of the job under the scope shall be provided by the Contractor at its own cost. Without prejudice to the above, the Contractor:
- i) Shall deploy physically fit manpower;
  - ii) Shall ensure that the manpower/personnel can be deputed in shifts as per the instructions of RFCL
  - iii) Shall ensure the safety of its personnel;
  - iv) Shall maintain duty books showing the manpower available day wise;
  - v) May have to deploy the manpower/ personnel in case of emergency at any hour as per directions of RFCL
  - vi) For fork lifter In and out going area should be marked by colour.

## **12. Time Schedule:**

- 12.1 The Contractor's responsibility under this contract will commence from the date of issue of the Letter of acceptance / Work Order. However, date of actual work start date will be decided by the EIC.

- 13. Mobilization Period:** Contractor shall bring-in the Machinery, tools and tackles, Personal Protective Equipment's etc. and make the workshop functional, Within 10 weeks from the date of issue of LOI / Work Order.
- 14. De-Mobilization Period:** A period of 30 days shall be provided to the contractor as a de-mobilization period. The 30 days starts after completion of contractual period and notified by "Engineer –in- charge" in writing for calculation of de-mobilization period.
15. The Contractor shall execute each job against work to be issued by concerned Engineer-in-charge. The mutually agreed time schedule shall be recorded on work register.

## **B. Special Terms and Conditions**

### **1. Special Terms and Conditions:**

- 1.1 Cutting of raw material and repairing / manufacturing of jobs shall be started in after confirmation and issue of work order from concerned engineer -in-charge. In case of any query, further activity shall be carried out only after confirmation with engineer
- 1.2 Within RFCL premises, the contractor's resources shall not do any work other than their normal duties. No other person except contractor's authorized representative will be allowed in RFCL premises
- 1.3 To prepare and face internal / external audit of Safety / Integrated Management System (IMS) / other audits and to assist for compliance of the same.
- 1.4 In future apart from major equipment / machinery / tools if RFCL arranges and establishes new equipment / machinery / tools, the same shall be operated and maintained by contractor to perform jobs without claiming any extra charges.
- 1.5 To prepare requisition for issue of material in SAP/computer as per requirement with duly consultation of Engineer In-charge.
- 1.6 To carry out material / machines / job movement within workshop, general store / plant to Workshop and workshop to plant / job site as and when required.
- 1.7 Time is the essence of the job hence the job is to be completed in the shortest possible time. Generally the job shall be carried out during the normal working hours i.e. in general shifts only. However, if required to carry out the jobs on round the clock basis during shutdown / urgency, the contractor shall arrange adequate resources accordingly.
- 1.8 To review of stock of items regularly and reconsideration of stock at every year and inform to Shop in-charge regularly. Contractor shall be responsible for any deviation or loss of items/materials/tools etc of workshop store and same shall be recovered from contractor with the administrative charge of 25%.
- 1.9 Vendor will have to complete work in stipulated time as per direction of Engineer In charge with required quality. In case, if it is observed that deputed person is not competent or poor workmanship is observed, vendor shall have to replace on immediate instruction of RFCL and RFCL may charge/recovery for poor workmanship.
- 1.10 Vendor will have to arrange for supervising activities of handling big machine shop of chemical, petro chemical or fertilizer for coordination of all the activities to be carried out for operations on above machine tools. Vendor shall arrange such that sufficiently knowledge of IT so as to prepare daily report for keeping history of machine shop activities in online systems like SAP/ERP. Vendor has to carry out works as per Instructions of Engineer In charge. Vendor has to available at head quarter (RFCL) 24x7. In case of absence of the same vendor has to make alternate arrangement to attend emergency jobs. Vendor must be available on phone call 24X7
- 1.11 Since RFCL operates continuous process plants, essence of this service contract is that the availability of services shall be ensured by the contractor at any point of time as per the plant requirement.
- 1.12 GTCC clause 1.8 may also be read as "In case of submission of BG, EMD shall be released with first RA bill payment."
- 1.13 Splitting of Contract: Splitting of Contract is not allowed.
- 1.14 Clause 1.45.1(k) may be read as "Failure to submit the PF code before start of work and Labour license within 20 days of start of work."
- 1.15 It is Service contract. Benefits to MSME towards, waiver of EMD and TENDER fee, and other provision of MSME shall be applicable."
- 1.16 RFCL will provide only office area, all the office amenities will be under contractor's scope. Like office furniture, computer, printer, AutoCAD, ERP and all other accessories.

## **2. PENALTY:**

- a) In case of absence for more than one consequent day of the Supervisor/Site in charge of the Contractor, the contractor shall depute a substitute to look after the job in his absence; otherwise, penalty will be charged at Rs. 2000/- per day.
  - b) In case of the absence of Technician/Machinist, suitable substitute shall be made. If the technician is absent for more than one consequent day, a penalty of twice of pro rata basis payment will be imposed.
  - c) Rs. 6000/- per job will be deducted in to your account if poor workman ship came to notice to Engineer In-charge.
  - d) For delayed completion of work, penalty of 1% of total job value is considered maximum up to 10% of job value.
  - e) In case of partial deployment of machineries, Penalty for each machine may be considered. Penalty of Rs. 1000 per machine per day may be imposed on contractor.
  - f) For ascertaining breakdown of machinery, joint verification will be done by RFCL and Contractor. Also uniform penalty of Rs. 5,000/- for each machinery breakdown will be imposed on penalty.
3. The supervisor appointed by the contractor should be well conversant and competent in field of knowledge of workshop work and shall have at least Five years' experience in the field of workshop. The supervisor should be capable of handling day-to-day affairs, coordinating, planning and guiding the workforce field for paining work. Supervisor should be responsible for the quality of work carried out, and to deploy adequately qualified, conversant and competent manpower in sufficient number. Contract shall submit experience proof of supervisor to RFCL. The age of the manpower shall be as per statutory norms and not beyond 60 years.
  4. The contractor shall maintain sufficient inventory of consumable and other tools. Make and brand as per RFCL standard.
  5. The contractor to make his own arrangements for loading and transportation of material, storage of material during maintenance period.
  6. Contractor Administrative supervisor/ Supervisor shall generate and submit documents/reports as desired by the RFCL Management in approved formats.
  7. 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.
  8. 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.
  9. The contractor to make his own arrangements for their staff and workers for commuting/Conveyance between the work site and their place of stay.
  10. The contractor to comply with statutory regulations such as provision of PF and ESI.
  11. No overtime shall be payable against shortfall of manpower by RFCL & same shall be borne by contractor.
  12. Contractor shall not rotate their persons from this site.
  13. Extra manpower if required shall be mobilized by the contractor according to the quantum of job without any extra cost to RFCL.
  14. Contractor shall strictly adhere to RFCL's Standard Conditions and RFCL safety policy 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).
  15. 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.
  16. 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.  
General violation (PPEs, compliance and standard etc) of safety RFCL will impose Rs. 1000 penalty per instance.
  17. Contractor shall comply with RFCL policy pertaining to water and electricity charges for their person in case they have been provided accommodation in township.
  18. **Party has to quote fixed charges for one year.**



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

This BANK GUARANTEE No. \_\_\_\_\_ made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in India under Companies Act, 2013 and having its registered office 4<sup>th</sup> floor ,Wing A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh Pin- 201301.India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

**NOW THIS DEED WITNESSES AS FOLLOWS:**

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs.\_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of ` \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon expiry of \_\_\_\_\_ months from the issuance of Commissioning / erection / completion certificate according to terms of contract the Security Deposit-cum-Performance Bank Guarantee shall become null and void.
3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No.\_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the

expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.
8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be \_\_\_\_\_ (date of expiry + 3 months).

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**(Indicate the Name of the Bank with stamp)**

**Proforma for Indemnity Bond**  
**(To be prepared on Stamp paper of Rs.500)**

This DEED OF INDEMNITY made between M/s .....  
.....having its registered office at .....and place of  
business at..... (hereinafter called `The Contractor`), which expression shall  
include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND  
CHEMICALS LIMITED , a company incorporated under the Indian Companies Act, 2013 and  
having its registered Office at 4<sup>th</sup> floor ,Wing A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh  
Pin- 201301.(hereinunder called 'the Owner') which expression shall include its successors and  
assigns of the other part WHEREAS the Owner has placed a Work Order No.  
.....on the Contractor for .....and whereas one of the  
conditions of the said Contract, is that the Owner will supply to the contractor free issue Material  
for..... As specified in the said Contract for the purpose of  
.....  
.....and WHEREAS the Owner has agreed to send the said Free issue Material in the  
terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter  
contained.

**NOW THIS DEED WITNESSETH AS FOLLOWS**

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

Dated:

## FORM OF CONTRACT

(In a Non-judicial stamp paper of Rs. 200/-)

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the ----- day of ----- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office at 4<sup>th</sup> floor ,Wing A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh Pin- 201301. (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 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 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 ....., 2022 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.

**Integrity Pact**

**Annexure IX**

*(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)

**Undertaking on Party's letterhead**

With reference to NIT No. \_\_\_\_\_ dt. \_\_\_\_\_ of Ramagundam Fertilizers and Chemicals Limited, Ramagundam for , at RFCL Ramagundam site.

I \_\_\_\_\_ S/oShri \_\_\_\_\_ R/o \_\_\_\_\_

\_\_\_\_\_ Authorized Representative of \_\_\_\_\_ (the Institution) \_\_\_\_\_ do solemnly.

affirm and declare as under: -

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

The contents of above paras are true and correct to the best of my knowledge and belief and nothing has been concealed therein. Verified at ..... on this .....day of .....2022.

**Signature of Bidder with Seal**



Ref: RFCL /Site/Mech\_Workshop\_Hiring/2022/

**Technical Checklist for “ARC for Establishment, Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of 5 years”**

S.N	Description	RFCL Requirement as per NIT	Vendors Comment (Agreed/ Not Agreed or Yes/No, please comment/reason if answer is not agreed or No
1	Scope of work as per Annexure V and SOR (Annexure XIII)	Acceptance	
2	GTCC as per Annexure IV	Acceptance	
3	Integrity Pact	Acceptance	
4	Terms and conditions of NIT including Scope of work	Acceptance	
5	Uploading of Unpriced bid along with Technical Bid	Required	
6	GST if applicable shall be paid by RFCL against GST Invoice. It may further be noted that prime responsibility for assessment in respect of GST rests with the contractor. Therefore liability of RFCL is restricted to the extent of GST only i.e. excluding interest or penalty if any. It must therefore be ensured by the contractor himself that GST is deposited with appropriate authority in time & manner as prescribed by the law.	Acceptance	
7	Income Tax & other Taxes on Contracts shall be paid by Contractor	Acceptance	
8	Minimum offer validity of 120 days	Acceptance	
9	Whether registered as Micro/Small / Medium Enterprises under MSMED Act 2006 promulgated by Govt. of India Vide Notification dated 16.06.2006, It may also be confirmed that if the MSEs owned by SC/ST/Women Entrepreneurs.	Yes or No Yes or No	
10	The venue of arbitration proceedings shall be at RFCL, Ramagundam, Peddapally Dist. Telangana	Acceptance	
11	Jurisdiction of the Courts at Peddapally Dist. Telangana	Acceptance	
12	The schedule of quoted rates shall remain firm during the contract period including extension (if any).	Acceptance	
13	Payment of Monthly RA Bills shall be released through Electronic Fund Transfer (EFT) mode.	Acceptance	
14	No Deviation to the Terms & Conditions of NIT is allowed. The offer with any condition / deviation is liable to be rejected at Sole option of RFCL. However Vendor may offer comments, if any.	No deviation is accepted	
15	Upload scanned image of NIT documents duly signed by the authorized signatory towards acceptance of all T&C of NIT.	Yes or No	

**PRICE BID FORMAT**

Schedule of Rates for the Work of contract “ARC for Establishment, Operation and Maintenance of Mechanical Workshop at Ramagundam fertilizer and Chemical Limited for a period of 2 years as per Scope of Work, (2022-24)”

**Part -A**

Item No.	Description	UOM	Estimated Quantity/Month	Unit Rate Rs / unit	Unit Rate in Words	Total Annual value, Rs.	Value in Words
1	<b>Part -A</b>						
1.1	Mobilisation charges (one time)	NO	1				
1.2	De-Mobilisation charges (one time), <i>to be paid at the time of de-mobilization.</i>	NO	1				
1.3	Monthly lump sum charge(including manpower & accommodation of labour/Technician charge) as per SOW	NO	1				
Total Value /Amount (Rs.)							
Total Amount in Words							
GST _____ % (Extra as applicable)							

**Part-B**

Item No.	Description	UOM	Estimated Quantity/Year	Unit Rate Rs / Hr	Unit Rate in Words	Total Annual value, Rs.	Value in Words
2	<b>Part-B</b>						
2.1	OT Charges for skilled manpower	Hour	1440				
2.2	OT Charges for semi-skilled manpower	Hour	380				
2.3	OT Charges for Un-skilled manpower	Hour	380				
Total Value /Amount (Rs.)							
Total Amount in Words							
GST _____ % (Extra as applicable)							

**Total Annual Cost** : Rs [A + B].

**Note:**

- i. Rates quoted by the party should be exclusive of GST. GST, if applicable shall initially be paid by the contractor and RFCL shall reimburse the same against submission of documentary evidence of its payment to Govt.
- ii. Rates should be written in figures as well as words and it should tally. In case of any discrepancy, rates in words shall be taken as final and value calculated based on these rates.
- iii. Total value of work for 01 years may also be written in figures and words.