



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED, RAMAGUNDAM

CIVIL DEPARTMENT

Tender No.: RFCL /SITE/CIVIL-PROJ/SPC-TSHIP/2019/01

Sub.: TENDER FOR DESIGN, ENGINEERING & CONSTRUCTION OF SWIMMING POOL COMPLEX & ALLIED FACILITIES AT RFCL TOWNSHIP, RAMAGUNDAM ON LUMP SUM TURNKEY (LSTK) BASIS.

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



Ramagundam Fertilizers and Chemicals Ltd. रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

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

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telangana
Telephone: +91 8728 257488 E mail: rfcl.ramagundam@rfcl.co.in

CIN No. U24100DL2015PLC276753

Ref. No.: RFCL /SITE/CIVIL-PROJ/SPC-TSHIP/2019/01

Date :07.01.2020

To,

Sub: - Design, Engineering & Construction of Swimming Pool Complex & allied facilities at RFCL Township, Ramagundam on LSTK Basis.

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

- Name of Work** "Design, Engineering & Construction of Swimming Pool Complex & allied facilities at RFCL Township, Ramagundam on LSTK Basis"
- Earnest Money Deposit and Tender Cost** Bidder to submit Tender cost & Earnest Money of value given below in the form of Demand Draft in favour of Ramagundam Fertilizers And Chemicals Limited, payable at Ramagundam. **Tender received without tender Cost & EMD are likely to be rejected.**

Bidders registered under National Small Scale Industries are exempted from submission of E.M.D. detailed in GTC Cl. No. 8

Tender Cost: ₹1,000.00(Rupees One Thousand only). The same is to be submitted along with the technical bid in case the Tender documents downloaded from the web site. Tender documents can be obtained from the RFCL Ramagundam Site Office upto **07.02.2020 12.30 hr** against submission of Tender Fee.

Earnest Money: Rs. 1,00,000(Rupees One Lakh only)

- Contract Validity** **11 Months** from the date of issue of Letter of acceptance + **Grace Period of 1 Month .**
- Validity of the Tender** **120 days** from the Date of Opening of Tender.
- Date & Time & Place of Pre-Bid Meeting & Site Visit** **21.01.2020 , 3.00 pm** at Office of G. M. (Construction), RFCL Ramagundam
- Last Date & Time for Receipt of Bids** **07.02.2020 upto 3.00 pm**
- Date & Time for Opening of Bids** **07.02.2020 upto 3.30 pm**
- Place of Receipt and Opening of Bids** **Office of General Manager (Construction)**
- All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. G. M. (Construction) at least 7 (Seven) days prior to the closing date of the tender.
- 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.
- Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.

RFCL /SITE/CIVIL-PROJ/SPC-TSHIP/2019/01

12. Procedure for Submission of Tender:

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

12.1 Envelope No. 1: Will be superscripted '**Earnest Money & Tender Cost**' and shall contain Earnest Money Deposit & tender cost of amount as per Clause No. 2 above.

12.2. Envelope No. 2: Will be superscripted '**Technical Bid**' shall contain Un-Priced Bid signed and stamped including NIT, Declaration Form-I&II&GST Format documents required as per Tender issued by RFCL.

12.3. Envelope No. 3: Will be super-scribed '**Price Bid**' and shall contain the Item Wise Rates only as per Schedule of Rates Proforma.

All the three envelopes should in turn be put together in a separate envelope duly super-scribed with Name of Work as given in Sr. No. 1

13. Opening of Tender:

The Tender shall be opened as under:

12.1. Envelope No. 1: Super scribed '**Earnest Money & Tender Cost**' shall be opened first, on the Scheduled Date & Time of Opening of Bids in the presence of those Bidders who wish to be present there.

12.2. Envelope No. 2: Super scribed '**Technical Bid**' shall then be opened and discussion would be carried out with the respective Bidders for clarifications, if any.

12.3. Envelope No. 3: Super scribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.

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 as will be any further information supplied by RFCL.

17. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.

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

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

20. 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. The Tender shall be addressed to **General Manager (Construction) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(HS KAMATH)

General Manager (Construction)

E-mail: satishkamath@rfcl.co.in

Mob: +919900814067

Encl: Tender Documents

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. "RFCL" means the RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, incorporated in India, having its corporate office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place New Delhi-110066.
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 LSTK 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 & Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE LSTK CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the RFCL, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the LSTK 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 RFCL after the period of defect liability is over.
15. The "PERIOD OF DEFECT LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the LSTK 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 CRITERIA**A) Technical Criteria**

1. The credentials of the bidder should satisfy either I) OR II) as detailed below: -

- I. The bidders should have successfully Completed at least 1(One) work for **Swimming Pool having plan size not less than 120m²** with RCC as base material wherein the scope included Design, Engineering (Civil, Architectural & MEP), Construction & Commissioning.

OR

- II. The bidders should have successfully Completed at least 1(One) Similar work for **Swimming Pool or Liquid Retaining Structure** having plan size **not less than 120m²** with RCC as base material wherein the scope included Construction. However, it shall be mandatory for such bidders to submit credentials of suitable **back-up consultant(s) for Architectural, Civil, Structural & MEP works**, whom the bidder proposes to engage for carrying out Design & Engineering works for the entire project. The back-up consultant(s) should have pertinent experience of carrying out Design & Engineering works (Architectural, Civil, Structural & MEP) **for Swimming Pool works**. In case the bidder intends to engage alternate back-up consultant(s) from the ones proposed during the bidding stage, the bidder shall again submit credentials of such alternate back-up consultant(s) for approval of RFCL, before engaging them in the project.

The said work in I OR II above must have been executed in **Public and/or Private Sector Factories /Office Complexes /Townships/Clubs/Guest Houses/Hotels/ Sports Complexes/Educational Institutes etc.** The work must have been completed during last 7 years ending on **30.09.2019**.

"Similar work" means Civil, Architectural works in Swimming Pool including Water Proofing Works or Construction of other RCC Liquid Retaining Structures like Under/Above Ground Storage tanks/Intake Sumps/Reservoirs/Ponds etc.

2. Experience of having successfully completed similar works (as per A.1(I)/(II) above) during the last seven years ending on **30.09.2019** should be either of the following:
- One similar completed work costing each not less than **₹79.55 Lakhs** (excluding taxes) (OR)
 - Two similar completed works costing each not less than **₹49.72Lakhs** (excluding taxes). (OR)
 - Three similar completed works costing each not less than **₹39.77Lakhs** (excluding taxes).

NOTE: - In case of Similar works carried out as a part/package of a larger Project/Work, the cost of such Similar Works only shall be considered for establishing eligibility against A.1(I)/(II), the prospective bidders must submit Detailed Work Orders and/or Completion Certificates or any other relevant document substantiating the Scope as well as Cost of Similar Works executed.

B) Financial Criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e. 31.03.2019 should be at least **₹29.83Lakhs**. The bidder shall submit Solvency Certificate as per format attached(Annexure-H) with this Tender to the extent of **₹29.83Lakhs** valid for not less than 1 Year from the bid due date.

C) Documents to be submitted in support of eligibility criteria

- Self-attested copies of Purchase/Work orders in support of Clause A.1 & A.2 of the technical criteria with full technical & commercial details including work order value along with the completion certificate from the concerned organization indicating the Scope of Work, Contract period, executed value and date of completion.
- Self-attested copies of Audited Financial Statement (Balance Sheet & Profit Loss Account) for the FY 2016-17, 2017-18, 2018-19 ending on 31.03.2019 in support of Clause B.1.
- Copy of Permanent Account Number (PAN)
- Copy of GSTIN Registration.
- Copy of PF registration issued by the Government Authority.
- Copy of ESI Registration.
- Any other supporting document as required in the Tender.

I. INTRODUCTION: -

Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam in Telangana State with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant. Ramagundam Fertilizers and Chemicals Limited (RFCL) is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL).

RFCL intends to set-up a State of the Art Swimming Pool Complex at its Township located at Ramagundam, Telangana. RFCL desires to seek the services of a professional and reputed agency by engaging it as Lump Sum Turn Key (LSTK) Contractor on Lump Sum Fee basis for the said project.

The scope of the LSTK Contractor may be broadly defined as below: -

- ❖ Conceptualization & Detailed Design Engineering of Civil, Architectural & Mechanical Electrical Plumbing (MEP) work, Filtration, Re-Circulation, Ozone Generation & Chemical Dosing System along with Lighting & allied Electrical System required for the Swimming Pool Complex.
- ❖ Construction of Swimming Pool Complex as per the design approved by RFCL and Supply, Installation & Commissioning of entire Filtration, Re-Circulation, Ozone Generation & Chemical Dosing System including all associated Civil & MEP work by RFCL shall be in the scope of the LSTK Contractor.

II. INDICATIVE REQUIREMENTS, SPECIFICATIONS & ENGINEERING INPUTS: -

A) SWIMMING POOL: -Tentatively, the proposed Swimming Pool shall be 20mx8.5m in size with depth of 3 feet at Shallower Sections and 6 feet at deepest section, main Pool Basin shall be Constructed in RCC. Along with Main Pool, a Kid's Pool is also proposed. Further, rest of the complex shall include allied facilities to be constructed like Reception/Office Area, Change cum Locker Rooms (Ladies & Gents), Shower Rooms cum Toilets (Ladies & Gents), Covered Seating Area with Shed, Filtration/Re-Circulation Plant Room, and Chemical Store Room, Ozone Generator Room & Electrical System Room, if required as per design requirement. In addition, in & around Lighting & Landscaping for the Swimming Pool Complex is also required. The entire complex is to be barricaded suitably to ensure privacy of the Pool users.

The tentative Plot Size proposed for Construction is 37mx25m (Approx.). An indicative layout showing General Arrangement of the above requirement is attached with this Tender document(Annexure-J). However, it is merely indicative and may be altered by the LSTK Contractor to suit design requirements subject to RFCL's approval.

Further, a tentative schedule of Finishes, Fittings & Fixtures for Swimming Pool & Allied Facilities mentioned above is attached as Annexure-L.

- B) FILTRATION SYSTEM:** - Bobbin-Wound & Anti-Corrosive Sand Filter of suitable size for filtration, backwash & recirculation along with Sand & Pea gravel in desired quantities and other necessary accessories as per approved design requirement. All operating parameters for the filter shall be as per approved Design.
- C) RECIRCULATION SYSTEM:** -Centrifugal self-priming pumps with high hydraulic efficiency and ultra-quiet operation. Each pump integrated along with IP-55 protection- class F continuous rating. Pump shall be of one-piece body made in fibre-glass and reinforced polypropylene, integrated pre-filter with strainer basket, fast opening translucent transparent polypropylene lid, easy opening knob system, SS-316 Shaft and mechanical seal. The pumps are required to be installed in 1 Working +1 Standby combination. However, the number of Working & Standby Pumps may be increased based on actual design requirement. All operating parameters for the Re-Circulation System shall be as per approved Design.
- D) CHEMICAL DOSING SYSTEM:** -Electronic Chemical Dosing Pumps with Dosing Tanks, Agitator Shafts and pH controller. All other ancillaries & operating parameters for the Chemical Dosing System shall be as per approved Design.
- E) OZONE GENERATOR SYSTEM:** -Ozone Generator with Oxygen Concentrator to be designed to run for at-least 16 hours per day.
- F) POOL BASIN FITTINGS:** - The following fittings for Pool Basin are required: -
- 1) Main Drain Anti-Entrapment Grill.
 - 2) Overflow Gutter Drain all around the Pool in ABS (Threaded Connection) for assisting Pool Users for spitting accidentally gulped Pool Water.
 - 3) Adjustable Pool Floor Inlets made of ABS(Acrylonitrile Butadiene Styrene)to be designed for discharge as per requirement.
 - 4) Interlocking Type Pool Deck Grating of ABS(Acrylonitrile Butadiene Styrene)
- G) UNDER WATER & OTHER AREA (INSIDE & OUTSIDE) ILLUMINATION:** - ABS Body Warm White LED Lamps with associated Junction Boxes and Low Voltage Drivers for under water lighting. The detailed lighting layout & fittings, specifications for the Under Water & other area illumination System shall be prepared by LSTK Contractor to ensure adequate lighting as per prevalent norms, same shall be got approved by RFCL based on list of accepted makes at Annexure I.
- H) POOL SURROUND EQUIPMENT:** -Stainless Steel AISI 304 Overflow Ladders with SS Handrails and Non Slip Steps as per approved design.
- I) POOL SURROUND CASCADE:** - Stainless Steel AISI 304 Pool Surround Cascade of suitable size along with allied pumping system as per approved design requirement.
- J) TENTATIVE MAINTENANCE & LIFE SAVING EQUIPMENTS TO BE SUPPLIED:** -
- 1.5" (38mm) Floating Hose-15 meters(2 Nos)
 - 18" Plastic Brush-1 No.
 - 6" SS Algae Brush-1 No.
 - Deep Net -1 No.
 - Flat Net -1 No.
 - Adjustable(8' to 16') Aluminium Handle-2 Nos.
 - Vacuum Head with Wheel 12"- 2 Nos.
 - Pool ID 5 in 1 test kit-1 No
 - Life Buoy/Safety Tube of Standard Make-5 Nos.
 - Nylon Rescue Ropes of Standard Quality-2 Nos.
 - Life Jackets of Standard Quality-2 Nos.

K) **SANITIZING CHEMICALS:** Trichloroisocyanuric Acid(TCCA)-90, Alum & Algaecide to be supplied in desired quantities.

L) **PLUMBING & ELECTRICAL EQUIPMENTS: -**

- ❖ PVC and/or GI Plumbing Pipes, Fittings, Valves and any other fittings required during execution.
- ❖ LT Indoor Floor Mounted Type Distribution Boards made up of 2mm thick CR Sheet Metal along with Electrical Cables & Conduits. The quantities to be worked out based on Electrical Load Design & Drawing requirements.

The description/requirements of all the facilities& systems as mentioned above (Sr. A to L) is merely indicative and can be altered/modified by LSTK Contractor during detailed Engineering as per RFCL approved requirement and details which shall be discussed during the "Kick-Off" Meeting with the appointed LSTK Contractor. Further, all the requirements/specifications are to be incorporated in Detailed Engineering & Design by LSTK Contractor and to be submitted for approval of RFCL. The quantities of various equipment/items to be supplied shall be finalized only after approval of Drawings by RFCL.

An indicative list of accepted makes & Specifications for various items that are to be brought out by the LSTK Contractor is attached as Annexure-I & Annexure-M, N, O&P respectively. In case, any item of any category that has not been covered in that list, the make and specification of that particular item shall have to be got approved by RFCL strictly, through sampling at no extra cost to RFCL.

III. **RFCL SCOPE:**

1. RFCL shall provide space at site free of cost only for Office-cum Store for carrying out the job as per scope, the LSTK Contractor ***shall not use the same for residential or any other purpose.*** However, the LSTK Contractor shall develop Office-Cum- Store at his own cost and shall clear the same after job completion.
2. RFCL shall provide Free Water Supply **at Single point** during Construction, Commissioning & PGTR of Swimming Pool.
3. LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN shall be provided by RFCL **at Single Point**, free of cost for Construction, Commissioning & PGTR of Swimming Pool.
4. To provide necessary approvals, work permits and isolations as and when required.

IV. LSTK CONTRACTOR SCOPE:

LSTK Contractor's Scope of services as LSTK Contractor in respect of the proposed project shall comprise of but not limited to the following: -

IV.1 Design & Engineering Phase: 2 Months

- i) The proposed plot for the project is owned by RFCL and falls inside its Township premises. However, any statutory clearance fee, if required for the LSTK Contractor shall pay the project and the same shall be reimbursed by RFCL on production of receipts.
- ii) Conducting soil investigation at site for collecting data in order to ascertain all Engineering parameters desired for carrying out detailed Engineering Design of the project.
- iii) Preparation and Submission of Master Plan of the project and preliminary layout drawings for the proposed Swimming Pool Complex and allied facilities coming up in the project in line with *Indicative Requirements* laid down in Clause II. The same shall be approved by RFCL after recommending changes, if so desired.
- iv) On receipt of RFCL's approval on preliminary layout drawings, the LSTK Contractor shall prepare and submit Final Layout Drawings showing all facilities Reception/Office Area, Change cum Locker Rooms (Ladies & Gents), Shower Rooms cum Toilets (Ladies & Gents), Open to sky Seating Area, Filtration Plant Room, and Chemical Store Room & Electrical System Room etc as per requirement.
- v) Preparation and Submission of Technical Specifications for Civil, Architectural & Mechanical Electrical Plumbing (MEP) works of the entire project, for approval by RFCL. The specifications are to be prepared in conformance to CPWD Specifications & relevant IS Codes, wherever applicable. The Specifications for Electrical Works shall be prepared conforming to requirements called for in the Indian Electricity Rules 1956 with its latest amendment, Indian Electricity Acts and all relevant codes and practices issued by the Bureau of Indian Standard as amended up-to-date. The work shall also comply with the provisions of the general or local set of legislatures and regulations of any local or other statutory authority which may be applicable. **The Specifications must be prepared conforming to Design Basis & Material Specifications attached as Annexure-M, N, O & P.**
- vi) Preparation and Submission of Detailed Structural, Architectural & MEP Designs & drawings including Lighting Layout for the project for RFCL Approval. The basis of all Engineering designs shall be in strict accordance to relevant IS Codes, wherever applicable.
- vii) All Design/Engineering back up documents are to be submitted in the form of Excel Work Sheets. Further, all drawings shall be submitted in A0 Size Hard Copy as wells as in Auto CAD & PDF Formats.
- viii) Based on approved Final Layout & Approved for Construction(AFC) Drawings, 3D Model of the Swimming Pool Complex indicating all the systems is to be prepared using latest software and same shall be submitted to RFCL prior to starting Construction.

IV.2 Construction Phase: 6 Months

- i) Seeking necessary statutory License from relevant Authority for employing labour, if applicable as per relevant statute and laws.
- ii) Arrangement of Water for Construction and for drinking purpose of its employees and workmen shall be in the scope of LSTK Contractor. RFCL shall provide Water Supply at Single point only for Commissioning of Swimming Pool.
- iii) Preparation of WBS & Activity wise micro schedule duly identifying key milestones of the entire project for seeking approval from RFCL. If required, the LSTK Contractor shall identify Critical activities of the project using PERT/CPM methods in order to ensure timely completion of such activities.
- iv) Preparation and Submission of Quality Assurance Plan (QAP) for the project. The LSTK Contractor shall ensure conformity of all works to pre-approved Technical Specifications and/or QAP.
- v) The LSTK Contractor shall depute only qualified Engineers (Degree/Diploma Holder) and Supervisors at site for rendering full time site supervision, execution and management services during construction. Minimum 2 qualified Engineers or 3 qualified supervisors must be deputed at site for full time supervision, management and day to day liaising /reporting.
- vi) The personnel deputed by the LSTK Contractor shall be responsible for recording every detail during execution of project. This shall include recording delays in execution of the project, if any.
- vii) The LSTK Contractor shall monitor progress of the project and submit fortnightly progress report to RFCL indicating cumulative progress achieved against the set target.
- viii) The LSTK Contractor shall carry out quality inspection of all materials to be used in construction as per laid down Technical Specifications, relevant IS Codes and/or QAP and get the samples pre-approved by RFCL on case to case basis as per requirement of RFCL.
- ix) The LSTK Contractor shall seek prior approval from RFCL if any deviation from pre-approved Technical Specifications of NIT is expected due to exigencies of work.
- x) The LSTK Contractor shall bear the overall responsibility for Quality of work, Safety at site & timely completion of the project.
- xi) The LSTK Contractor shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified RFCL against effect of non-observance of any such laws by it or its Sub-Contractors.

IV.3 Post Construction& Commissioning Phase: 2 Months

- i) Upon completion of all Civil works for Swimming Pool & allied facilities, the integration work of the following services with RFCL's system along with associated Civil & MEP work shall be in the scope of the Contractor.
 - a) Sanitary Waste Network for the Complex shall be connected to nearest Manhole of Sanitary Waste System of RFCL Township. ***Refer-Annexure-K for Indicative location.***
 - b) Internal Drainage of the Swimming Pool Complex along with Blow down of Pool Waste Water shall be terminated/connected to the nearest Storm Water Drain.
 - c) Drinking Water supply shall be provided by RFCL at single point in the form of a 6" Main Header Line from which tapping of suitable size shall have to be brought inside the Complex for Swimming Pool and other purposes. The aforementioned tapping and internal Plumbing/Water Supply works including supply of fittings and fixtures as per RFCL approved design shall be in the Scope of LSTK Contractor. ***Refer-Annexure-K for Indicative location.***
 - d) The internal electrical system of the Swimming Pool Complex as per RFCL approved Electrical/Lighting Layouts/Drawings shall have to be integrated with the Electrical System of RFCL Township. The LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN shall be provided by RFCL at Single Point and integration of the Pool Complex with this system including Supply & Installation of necessary Feed/Distribution boxes cables/glands and any other paraphernalia as required for work shall be in the scope of LSTK Contractor.
- ii) Upon completion of project, the LSTK Contractor shall arrange for a joint inspection of the site with RFCL for inspection of the works executed in order to ascertain the requirement of remedial/balance works. The LSTK Contractor shall prepare a "punch-list" for execution of such remedial works.
- iii) Subsequent to completion of remedial/balance works as identified during Joint Inspection, LSTK Contractor shall raise a ***"Request for Final Inspection"*** by RFCL. The completion of works shall be recorded after verification of works done as per the Punch List.
- iv) The commissioning of Swimming Pool shall be taken up only after verification of balance/remedial works.
- v) Commissioning of the project shall mean successful operation of the following systems to RFCL's satisfaction: -
 - a) Swimming Pool & associated facilities.
 - b) Filtration System
 - c) Re-Circulation System
 - d) Ozone Generator
 - e) Chemical Dosing System
 - f) Under Water Illumination System.
 - g) Overall Electrical System.
 - h) Integrated Systems as defined above in IV.3(i)
- vi) After commissioning, LSTK Contractor shall submit 4 Sets of Coloured "As-Built" drawings in A0 Size and all relevant quality records maintained for the project as per approved QAP.
- vii) The LSTK Contractor shall prepare and submit Operation & Maintenance Manuals, Schedules for all ancillaries, systems & equipment of the project.

IV.4 Performance Guarantee Test Run(PGTR) Phase: 1 Month

- i. Subsequent to commissioning of the Swimming Pool Complex in its entirety as defined above. The LSTK Contractor shall complete Performance Guarantee Test Run (PGTR) of the Swimming Pool Complex for a continuous period of 1 Month. During PGTR, LSTK Contractor shall Operate & Maintain the entire Swimming Pool Complex including all ancillaries and systems. RFCL shall provide free Power and Feed Water for Operation & Maintenance of the System. However, all other resources and manpower as deemed necessary for conducting PGTR shall be in exclusive scope of LSTK Contractor.
- ii. All systems shall have to be designed to ensure strict conformance to Water Quality Parameters detailed in **IS:3328(Latest Revision)**
- iii. **The water being circulated into the pool shall be tested for all Physical, Chemical and Bacteriological Tolerances as defined in IS:3328(Latest Revision).**
- iv. **The tests shall be conducted by the LSTK Contractor through Random Sampling in presence of RFCL Representative as per procedures described in pertinent IS Codes listed in IS:3328.**
- v. The samples shall be sent for analysis to any of BIS recognized/accredited/approved laboratory. The expenditure of sampling and analysis for all the tests shall be borne by LSTK Contractor.
- vi. RFCL may extend its own In-House Laboratory for analysis of the samples, ***subject to availability of required resources for analysis of samples.***
- vii. The confirmatory results of all the tests shall be submitted to RFCL for establishing conformance to all the tolerances listed in **IS:3328(Latest Revision)**
- viii. Upon successful completion of PGTR Period and submission & acceptance of Water Quality Conformance results, LSTK Contractor shall raise a request to RFCL for providing ***"PGTR Completion Certificate"***
- ix. The project shall be deemed to be completed after the following: -
 - a) Successful Commissioning as defined in IV.3 above.
 - b) Submission of As-Built drawings & Quality Records.
 - c) Submission of Operation & Maintenance Manuals & Schedules.
 - d) Award of PGTR Completion Certificate.
 - e) Handing Over of the Site to RFCL after Site Clearance.

IV.5 Overall Grace Period: 1 Month

- i. In case, LSTK Contractor fails to achieve overall completion of project as defined in IV.4.ix above, he shall raise a written request for extending the Contractual Completion period (11 Months). Based on Contractor's request, RFCL shall endeavour to extend the Contractual Validity of 11 Months by 1 Month's hereinafter called "Overall Grace Period".
- ii. No PRS shall be levied, if the work is completed in all respects and handed over within the Overall Grace Period. PRS on total Lump Sum project cost as per Contractual terms shall be levied immediately upon completion of 1 Month Grace Period, if works remain incomplete.

IV.6 Defect Liability Period: 12 Months

- i. The LSTK Contractor shall be liable to render its services with respect to attending any defects/damages to the entire Swimming Pool Complex that may require Civil/Architectural/MEP repair work and/or Supply & Installation of equipment/systems/fittings till 12 Months from the date of certified final Completion (i.e. hereinafter called Defect Liability Period).
- ii. The LSTK Contractor shall assist RFCL in preparing justifications/replies to any queries/observations as pointed out/required by the CTE, RTI, CVC and/or any other authority(s) regarding defects on designing/planning/construction works/procurement procedures or any other aspect of the project arising till the completion of Defect Liability Period.

IV.7 Scope of Incidental Works

Any other activity(s) and/or minor incidental work(s) which in the opinion of Engineer-In-Charge are vital for achieving completion of the project in entirety, but are not listed above shall be deemed to be included in the Scope of the LSTK Contractor and rates for such incidental works shall be deemed to be inbuilt in Lump Sum Price quoted for the project.

V. PAYMENT TERMS: -

<i>Design & Engineering Phase</i>	
On Submission & Approval of Final Layout Drawings as defined above in IV.1(iv) and submission of soil investigation reports. -	➤ 15% of fixed Lump Sum Fee quoted under Sr. No. 1 of Schedule of Rates
On Submission & Approval of Technical Specifications as defined above in IV.1(v)	➤ 30% of fixed Lump Sum Fee quoted under Sr. No. 1 of Schedule of Rates
On Submission & Approval of detailed AFC drawings and design back up documents as defined above in IV.1 (vi & vii)	➤ 35% of fixed Lump Sum Fee quoted under Sr. No. 1 of Schedule of Rates.
On Submission of 3D Model of the Swimming Pool Complex	➤ 20% of fixed Lump Sum Fee quoted under Sr. No. 1 of Schedule of Rates.
<i>Construction Phase</i>	
On Submission & Approval of WBS & Activity Wise Micro Schedule and Quality Assurance Plan for the Project as defined above in IV.2 (iii & iv)	5% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Construction of Swimming Pool Basin (RCC Work+ Water Proofing+ Tile Fixing Work+ Installation of Pool Basin Fittings& Surrounding Fittings) as per RFCL approved drawings.	28% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Successful Hydro-Test of Swimming Pool Basin	2% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Construction of allied facilities of the Swimming Pool Complex as defined in II. (A) along with in & around Landscaping & Barricading as per RFCL approved Final Layout and AFC Drawings. Payment shall be released after completion of entire Civil, Architectural as well as Integration Works as defined in IV.3(i) a,b&c.	15% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Supply & Installation of :- Filtration System+ Re-Circulation System+ Chemical Dosing System+ Ozone Generation System and associated MEP Works as per RFCL approved design requirements.	20% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Supply, Installation& Testing of Under Water Illumination System, Internal Electrical Works and integration of entire Electrical System of the Swimming Pool Complex with source power provided by RFCL at single point as per RFCL approved Electrical & Lighting Layout Drawings, as defined in IV.3(i) d	10% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
<i>Post Construction & Commissioning and PGTR Phase</i>	
On Commissioning as defined above in IV.3(v)	8% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Award of "PGTR Completion Certificate"	5% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Completion as defined above in IV.4(ix)	5% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.
On Supply of Maintenance& Life Saving Equipment and Sanitizing Chemicals as defined in II.(J&K) and others that may be required	2% of fixed Lump Sum Fee quoted under Sr. No. 2 of Schedule of Rates.

V(A) Billing –Break-up

The LSTK Contractor shall prepare and submit further billing break-up for various activities included in his Scope of Work for the purpose of Running Account billing for each discipline such as Architectural, Civil & Structural and MEP including break-up for Basic & Detailed Engineering, Construction, Supply and Installation works. The said break-up shall be submitted for review and approval of Engineer-In-Charge.

The billing break-up shall be prepared in line with the payment milestones indicated above in Clause V, in no case the payments proposed in the billing break-up for any activity shall exceed the individual percentage ceiling defined for activities to be completed in various phases of the project.

VI. TIME SCHEDULE:

1. Mobilization with Men and Equipment shall be done within 15 (Fifteen) days of issue of Letter of Acceptance (LOA).
2. Extension of time to the extent the work has been held up will be granted by the Engineer In-charge on a request to be made by the LSTK Contractor before the expiry of the initial mutually agreed time schedule. The extension of time allowed by the Engineer In-charge will be final and binding.

General Terms and Conditions of Contract

1. 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.
2. 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.

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

- 1.3.1 Suitable accommodation will be provided for the Contractor or his authorized representative on chargeable basis, if available.
- 1.3.2 RFCL may allocate land for putting temporary Godown/ workshop for making storage, work site by the Contractor, free of cost.
 - 1.3.2.1 The CONTRACTOR shall at his own cost construct temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the RFCL or his authorised representative and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site
 - 1.3.2.2 On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE.
 - 1.3.2.3 If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid.
 - 1.3.2.4 RFCL reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise.
 - 1.3.2.5 No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

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

4. 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.

5. **Sub-Contracting:** Sub-Contracting of the job will not be allowed without prior written permission of the owner (RFCL).

1.6.0 Statutory deduction on account of Income Tax and GST TDS on works contract shall be made at the rates applicable at the time of release of payment to the bidder.

1.7.0 The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST). However, the escalation pertaining to labour deployment component will be allowed as per clause 1.30.0

1.8.0 Earnest Money Deposit:

- a) The Tenderer should make a deposit of **Rs. 1,00,000.00 (Rs. One Lakh only)** as Earnest Money Deposit and **Rs. 1000.00/- (Rs. One Thousand only)** as Tender Fees by an A/C Payees Demand Draft (Separate for both) drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "**Ramagundam Fertilizers and Chemicals Limited,**" payable at Ramagundam. The Earnest Money and Tender Fees shall not be accepted in any other form except specified.
- b) The Earnest Money and Tender Fees should accompany the Tender in separate Envelope without which tender may not be opened and it may be considered as rejected at the sole discretion of RFCL. However, Bidders firm registered, Prior to bid submission due date, with NSIC/MSE (Micro & small) vendors are exempted from submission of Tender fee and EMD subject to submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- c) In case tenderers are required to collect tenders from RFCL Office, the tender sets may be given upon the submission of the tender fee in prescribed mode/form as above. In case parties download the tenders from the website, tendered are required to submit the respective tender fee along with EMD.
- d) Earnest Money Deposit will be refunded to all unsuccessful bidders after award of Contract/Placement of Order against the tender to Successful bidder. Earnest Money Deposit will be refunded to all Technically unsuitable bidders within 30 days after expiry of tender validity period or placement of order against tender whichever is earlier. No Interest shall be payable by RFCL for amount deposited as Earnest Money.
- e) Earnest Money is liable to be forfeited if tenderer:

- i. Withdraws or modifies offer in full or part during the validity period
- ii. Failure of the bidder to honor their offer.
- iii. Does not accept Purchase / Work Order if placed by RFCL
- iv. Does not Confirm of acceptance of order within the stipulated time after placement of order.
- v. Inability to perform satisfactorily after receipt of order in case of successful bidder.
- vi. If documents submitted along with the bid are found false, fabricated etc.

1.9.0 The following tenders will be liable to summary rejection:

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

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

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

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

- a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary

compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor also indemnifies RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

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

c) Insurance Cover for Workmen:

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

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

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

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

and/or property damage of any person or party.

- v. **Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS

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

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

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

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

1.20.0 Quantum of Job:

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

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

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

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

1.22.0 Validity and Extension of Contract:

a. **Validity of Contract:** The contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a notice of 7 days would be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

b. **Extension of Contract:** The extension of contract can be given on the same rates, terms & conditions for a period of three months as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

1.23.0 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation

or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/bidders hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

1.24.0 Deleted.

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

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

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

1.27.0 Security Deposit:

- a. The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- b. In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from each Running Bill of the

Contractor so as to make the total recovery of Security Deposit @ 10% of the Contract / Work Order Value.

- c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 10% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure I**).
- d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
- e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
- f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
- g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
- h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
- i. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 Period of liability (Defect Liability Period) :

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

- i. Self-attested copy of the challan and ECR with respect to PF deposit relating to previous month.

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

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

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

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

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

d. Final Certificate:

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

1.30.0 Terms of Payment:

- a. Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days.
- b. All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

c. Escalation in Rates:

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

Formula= Billed amount *Wt.avg. factor*(% of labour component)

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

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

S.No	Category	Old Rate (Rs./day)	New rate (Rs./day)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	A	B	C	D=C-B	E=D/B	F	G=E*F

2	Skilled	*522	*527	5	0.0096	5	0.0479
3	Semi-skilled	*433	*437	4	0.0092	2	0.0185
4	Un-skilled	*370	*373	3	0.0081	11	0.0892
5				Total	0.0269	18	0.1556
	Wt.avg factor (G5/F5)						0.0086

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

d. Tax Liability:

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

e. Raising of Invoice/Bill:

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

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

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

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

f. Debit notes and credit notes:

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

g. Uploading of Taxable Invoices:

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

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

1.31.0 Preservation of Free Issue Material:

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

1.32.0 Scrap Allowance (For Free Issue Material only):

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

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

1.33.0 Issue of material from RFCL:

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

1.34.0 Issue of Gas Cylinder:

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

- a) Invoice price of gas.

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

1.35.0 Material Transportation:

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

1.36.0 Price Reduction Schedule:

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

1.37.0 Engineer-In-Charge:

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

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

1.39.0 Conciliation & Arbitration:

Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contractor breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Parties to the contract be referred to

the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

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

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

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

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

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

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

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

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

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

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

1.43.0 Bidder to Acquaint Himself Fully:

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

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

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

1.44.0 Payment for Preparation of Bid Document:

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

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

Or

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

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

1.45.2 Consequences of Termination:

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

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

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

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

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

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

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

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

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

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

1.54.0 Deleted

1.55.0 INDEMNIFICATION

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

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

1.57.0 Time Limit for Any Claim:

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

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

1.59.0 Priority of documents:

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

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

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

1.61.0 PROHIBITION OF CHILD LABOUR:

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

1.62.0 Corporate Governance Certificate about Compliance of all Labour Laws:

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

1.63.0 Weekly Off/Holiday:

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

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

Annexure-I

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT

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

This BANK GUARANTEE No. _____ made this day
of _____ between _____ a bank
incorporated and having its registered office at _____
(hereinafter called BANK) which expression shall unless repugnant to the context or
contrary to the meaning thereof include its successors and assigns on the one part and
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED a Company registered in
India under Companies Act, 2013 and having its registered office at 3rd and 4th floor, Mohta
Building, 4, Bhikaji Cama Place, New Delhi-110066 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 _____ 2019

(Indicate the Name of the Bank with stamp)

Annexure-II

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 3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066 (herein under called 'the Owner') which expression shall include its successors and assigns of the other part

WHEREAS the Owner has placed a Work Order No. on the Contractor for and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for As specified in the said Contract for the purpose of

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

NOW THIS DEED WITNESSETH AS FOLLOWS

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

Dated:

Annexure-III

FORM OF CONTRACT

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

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

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

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

ARTICLE-4

4.1 JURISDICTION

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

and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

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

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

ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

ARTICLE-9

9.1 ARBITRATION

Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contractor breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Parties to the contract be referred to

the Designated Unit Head / E.D /CFO/CEO, Ramagundam Fertilizers and Chemicals Limited or his / her nominee for appointment of Arbitrator.

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

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

IN WITNESS WHEREOF the parties hereto executed this contract on ----the day of -----, 2016 and shall come into force w.e.f. -----.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited
(With Rubber stamp)

Contractor
(With Rubber stamp)

Witness

1.

2.

Witness

1.

2.

Annexure-IV

**Certificate of Compliance
Of
Statutory Provisions of Labour Laws**

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

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

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

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

(Signature of Contractor with Seal)

Authorised Signatory
Signature & Seal
(Executing Department)

Verified by

Authorised Signatory
Signature & Seal
(HR Department, RFCL)

Encl: Supporting Documents

SPECIAL TERMS & CONDITIONS OF CONTRACT: -

1) RATES: -

- 1.1 The rates shall be deemed to allow for all minor extras and constructional details, which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the RFCL to the execution of work to conform to good workmanship and sound engineering practice. RFCL reserve the right to make any minor changes during the execution without any extra payment.
- 1.2 RFCL decision to classify any item 'minor changes', 'minor extras' and 'constructional details' shall be final conclusive and binding on the LSTK Contractor.
- 1.3 The LSTK Rates quoted shall include for payment of royalties for obtaining earth, murrum, sand, aggregates, stones, etc. Nothing extra shall be paid to the LSTK Contractor on this account.
- 1.4 LSTK Contractor shall be responsible for making all necessary approach roads to the sites of execution for taking his rigs, cranes & equipment. No extra claim in this regard shall be entertained.
- 1.5 Schedule of rates submitted by the Tenderer shall be the true copy of the schedule of rates enclosed with the tender documents.

2) SPECIFICATIONS: -

- 2.1 All works shall be executed in accordance to latest CPWD/BIS Technical Specifications/IS Codes. In case, specification for an item of work is not covered by CPWD/BIS specifications or Technical Specifications, the same shall be prepared and got approved by RFCL and shall be binding on the LSTK Contractor.
- 2.2 All Power supply and installation work shall be carried out as per specification and in accordance with the construction drawings and shall conform to requirements called for in the Indian Electricity Rules 1956 with its latest amendment, Indian Electricity Acts and all relevant codes and practices issued by the Bureau of Indian Standard as amended up-to-date. The work shall also comply with the provisions of the general or local set of legislatures and regulations of any local or other statutory authority which may be applicable. The executing agency for electrical work must possess valid Electrical Contractor's License endorsed by the Licensing Board, Directorate of Electricity of concerned State Government for the type of work he shall execute.
- 2.3 RFCL shall have the right to cause the LSTK Contractor to purchase and use such materials of particular make or from a particular source which may in its opinion be necessary for proper and reasonable compliance with the specifications and execution of work.
- 2.4(a) As and when required by RFCL, the LSTK Contractor shall provide all facilities at site or manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the LSTK Contractor. The LSTK Contractor shall, when required to do so by RFCL, confirm that the materials have been tested in accordance with requirements of the specifications.

(b) Neither the omission by RFCL to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of RFCL to reject, after delivery, the materials found not in accordance with the specifications.

3) GATE PASSES: -

All tools, plant and materials shall be brought by the LSTK Contractor to the works site through a covering note to be submitted in duplicate. One copy of the covering note will be delivered to the security staff of RFCL. The other copy shall be retained by the LSTK Contractor. The LSTK Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by RFCL.

4) CONSTRUCTION SCHEDULE

If at any time, RFCL is of opinion that the LSTK Contractor has fallen behind the approved construction schedule, RFCL may, without any cost to RFCL, require the LSTK Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the LSTK Contractor proposes to comply with the construction schedule. Failure of the LSTK Contractor to comply with the above will be considered a failure to execute the work with due diligence.

5) ROLE OF RFCL

- 5.1 RFCL shall have authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the contract. RFCL shall also have authority to inspect and reject all work and materials which do not conform to specifications, to direct the application of LSTK Contractor's forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.
- 5.2 RFCL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the LSTK Contractor may appeal to the RFCL whose decision shall be final and binding thereupon.
- 5.3 The above inspection shall, however, not relieve the LSTK Contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.
- 5.4 The judgment of RFCL for determining the category of an item not mentioned in the schedule shall be final.

6) SERVICE OF NOTICES OF CONTRACT

The LSTK Contractor shall furnish to RFCL the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the LSTK Contractor if delivered to the LSTK Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith informed by the LSTK Contractor to RFCL.

7) LSTK CONTRACTOR'S GUARANTEE FOR LEAK-PROOF CONCRETE WORKS

The LSTK Contractor agrees to give the guarantee of his works in the following manner, which shall remain valid until the validity of performance guarantee/release of Security Deposit

- 7.1 All materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.
- 7.2 Should, at a subsequent date, any inside honeycomb/hollowness be detected within a concrete member, he shall investigate other nearby sections for similar occurrence and shall rectify all these members by Pressure grouting at his own cost and as per direction of RFCL.
- 7.3 Should, any element of the structure be detected afterwards not exactly tallying with the working drawing, he shall re-do the element at his own cost and as per instruction of the RFCL.

7.4 Should, at a subsequent date, any materials or fittings or workmanship or any element of the structure be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the RFCL deemed it inexpedient to correct the work.

7.5 The Swimming Pool basin shall be designed and constructed as liquid retaining concrete structures in conformance to IS:3370 and shall be demonstrated about their efficiency or water tightness as per IS:3370 by filling the said structure with water at his own cost. Should the result be found unsatisfactory he shall rectify the structures by pressure grouting and/or any other method as per good engineering practice duly approved by RFCL at his own cost and as per direction of the RFCL.

8) LSTK CONTRACTOR FULLY RESPONSIBLE FOR LAYOUT OF WORK

The LSTK Contractor shall remain fully responsible to provide detailed layout of different structures according to the coordinates and reduced levels incorporated in the working drawings by taking reference from the Bench Marks of both the coordinates and the reduced levels which shall be given at a convenient place in the works site by RFCL. The LSTK Contractor shall provide necessary protection to keep the Bench Marks Undisturbed throughout the pendency of the contract. The accuracy of detailed layout of any element of a structure shall remain exclusively with the LSTK Contractor. The LSTK Contractor shall have to maintain Theodolite and levels instruments etc. in good working conditions at site for the above purpose throughout the pendency of the contract, and shall make them available to RFCL for their use.

9) NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION

There may be variation in nature of sub-soil both horizontally and vertically. The LSTK Contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. Any slip or fall in excavation shall have to be cleared by the LSTK Contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the LSTK Contractor at his own cost. The LSTK Contractor shall have to adopt underwater work in case of occurrence of piping/quick conditions without any cost to RFCL.

10) R.C.C. ELEMENT SHALL BE INTEGRAL FINISHED

For all RCC elements, both underground and above ground, only new plywood and steel shuttering shall be used to produce the concrete surface reasonably plain and smooth which will be integrally finished surface. Any little unevenness shall be made good by rubbing with carborandum stones only. Unless otherwise mentioned, plastering will not be allowed to manipulate and make the surface plain and smooth. If the surfaces after stripping off the shuttering are found to be contrary to the above conditions, then the LSTK Contractor shall have to dismantle the member and re-do the same to attain the aforesaid surfaces at his own cost.

11) LSTK CONTRACTOR SHALL SUBMIT BAR BENDING SCHEDULE

The LSTK Contractor shall prepare bar bending schedule from the detailed RCC working drawings supplied by RFCL for execution of work and nothing shall be paid on this account. Four copies of such bar bending schedule shall be made available to RFCL for approval and effecting payment there under.

12) LSTK CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The LSTK Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of RFCL/ Consultant from time to time for purposes of determination of the question whether the work is executed by the LSTK Contractor in accordance with the contract.

13) **NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS**

No work shall be undertaken at Site by the LSTK Contractor until detailed approved working drawings marked "Approved for execution/construction" for the same is approved by RFCL. Any work done without the previously mentioned working drawing shall be at the LSTK Contractor's own risk and costs.

14) **LSTK CONTRACTOR SHALL KEEP FOUNDATION PITS/TRENCHES DRY**

The LSTK Contractor, during the pendency of contract, shall keep in dry condition of pits, trenches, which are not yet back filled due to technical reasons, if not shall be Bailout/ Pump-out all accumulation at his own cost for the safety of the structure /element. During pumping, the LSTK Contractor shall have to ensure that 'Loss of Ground' does not occur. Other approved methods shall be undertaken by the LSTK Contractor to avoid 'Loss of Ground' if occurred, at his own cost.

15) **NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT**

Nothing extra shall be paid in concrete/RCC works for all rebating, chamfering, grooving, sinking, trotting weathering, molding, etc. to accord with the details shown on the working drawings.

16) **CONSTRUCTION JOINTS**

16.1 In case of execution of massive concrete elements both in foundation and in superstructure and in some other locations as would be permitted except where specified in the working drawings, the work shall be carried out in one single operation without any break in concreting within time limit that would be specified by the RFCL / Consultant without any additional cost to RFCL

16.2 All specified construction joints, either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by RFCL. Before adopting the next operation for the other half of the element these shear keys along with the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping, washing and cleaning thoroughly. The LSTK Contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the direction of RFCL. The LSTK Contractor shall not be entitled to any extra/payment; on this account.

17) **SUBMISSION OF BILL**

LSTK Contractor is to submit the bills and record of measurements in Three (3) copies on approved proforma of RFCL for works executed by him.

18) **PROVISION FOR MULTIFARIOUS CHECKING OF WORK**

Before commencement of the actual concreting operation the position and layout of foundations, pedestals, inserts, pockets, recess, reinforcement and form work shall be checked repeatedly by RFCL. No claim whatsoever shall be entertained on this account. The level of foundations shall be accurately maintained as shown in the drawings or as directed by the RFCL. No padding, plastering or chipping shall be allowed for achieving the results.

19) **DEFECT LIABILITY PERIOD**

GCC Clause No. 1.28.0 stand modified to the extent below: -

The Defect Liability Period shall be **12 months from the date of certified Final completion.**

20) NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, RFCL shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the RFCL shall give notice in writing of the fact to the LSTK Contractor who shall have no claim of any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the amount of the work not having been carried out, neither shall the LSTK Contractor have any claim for compensation by reasons of any alternations having been made in original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

21) ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the RFCL or his representative, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the LSTK Contractor shall, on demand in writing from the RFCL specifying the work/materials/articles complained, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove other unsuitable materials or articles so specified within a period specified by the RFCL at his own cost.

22) CLEARING, FILLING AND LEVELING OF SITE

The site shown on the layout plan shall be cleared by the LSTK Contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and leveled off as directed by the RFCL/ Consultant. The LSTK Contractor will not be entitled to any payment in his regard.

23) LSTK CONTRACTOR TO COMPLY ALL LAWS

The LSTK Contractor shall comply with all laws in force in the Republic of India. The LSTK Contractor shall be responsible to secure compliance with the Central and States Laws as well as the Rules, Regulations, by-laws and orders of the legal authorities and statutory bodies which are in force or as may be in force from time to time. He shall give to the Municipal Corporation Committees, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the works under this contract at his own cost. The LSTK Contractor shall also make good at his own cost, any damage done by him to any adjoining property, during execution of work.

24) LSTK CONTRACTOR TO USE THE MATERIALS ONLY AFTER THE APPROVAL OF RFCL

The LSTK Contractor shall use the materials only after the approval of RFCL, before incorporation of the same in the works.

25) COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO LSTK CONTRACTOR

It shall always prevail, unless otherwise specifically stated, that the entire provisions of the Tender Document have been accepted for compliance by the LSTK Contractor without any Reservation.

26) ACQUAINTANCE TO SITE

LSTK Contractor shall acquaint himself with access to site, availability of local facilities such as railway siding, transport facilities, materials and labour and shall provide suitable allowances in his Bid, LSTK Contractor's quoted rate being firm, it should take into account all expenses likely to arise in this regard. LSTK Contractor shall be deemed to have visited site and familiarized himself thoroughly with site conditions before submitting his Bid. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications

27) WORK & WORKMANSHIP GUARANTEE

- 27.1) LSTK Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the site, after obtaining prior approval of RFCL of the layout of such approaches
- 27.2) To determine the acceptable standard of workmanship, RFCL may order LSTK Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of RFCL. On approval, these items shall be labeled as guiding samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of LSTK Contractor.
- 27.3) Workmanship shall be of best possible quality and all the work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of local government, municipal or other authorities require employment of licensed or registered workmen of various trades, LSTK Contractor shall arrange to have the work done by such registered or licensed persons
- 27.4) Workmanship shall be in accordance with the approved specifications, standards and codes as well as the established engineering practices for this type of work. For any portion of work executed by LSTK Contractor and considered defective by RFCL, the LSTK Contractor shall have to take necessary remedial measures, to the complete satisfaction of RFCL, to make the defective good in order at his own cost without any liability to RFCL.

The LSTK Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by RFCL during the progress of work. The workmanship guarantee period will be 12 months from the date of final completion as a whole, certified by RFCL. If any defects are found due to bad workmanship during this period, the LSTK Contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of work shall commence from the date of rectification for a subsequent period of 12 months. The decision of RFCL regarding bad workmanship shall be final binding and conclusive.

28) WEATHER CONDITIONS

RFCL may order LSTK Contractor to suspend any work which in the opinion of RFCL may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained. It is presumed that the LSTK Contractor has familiarized himself with the weather conditions prevailing in the area therefore in such weather parameters if it appears to the Engineer –in-charge (EIC) that certain weather condition may damage the work or specified quality of the work can be achieved without stoppage of the work, the EIC in such conditions may require the LSTK Contractor to stop the work till such time as he thinks fit and appropriate. It is understood by the LSTK Contractor that no compensation will be admissible on this count. However, in exceptional circumstances at the recommendation of the EIC, RFCL may grant reasonable extension of Time.

29) QUALITY ASSURANCE / QUALITY CONTROL

- 29.1) After the award of the contract detailed quality assurance plan shall be prepared by the LSTK Contractor for the execution of contract for various works which will be mutually discussed and agreed to.

- 29.2) The LSTK Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes
- 29.3) Quality Assurance System plans/procedures of the LSTK Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and completion in all respect till final acceptance by RFCL. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site
- 29.4) The RFCL or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance
- 29.5) The LSTK Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that LSTK Contractor's QA/QC Engineer(s) are incompetent or insufficient, LSTK Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 29.6) In case LSTK Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge
- 29.7) The LSTK Contractor shall adhere to the approved quality assurance system

30) **STATUTORY COMPLIANCES REGARDING LABOUR WELFARE**

GCC Clause 1.51.0 stands modified to the following extent: -

In case contractor fails to submit the supporting documents pertaining to statutory payments of contract workers along with the bill, **an amount equivalent to 5% of the billed amount** may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, Leave payment, etc. by the contractor. Further wherever contractor fails to pay the wages to its workers, RFCL reserves the rights to pay the wages to the contractor's worker directly on behalf of the contractor after deducting the payments out of bills/dues payable to the contractors. However, in such cases, 25% will be recoverable extra on account of administrative expenses on and above the amount paid by RFCL.

31) **PRICE REDUCTION SCHEDULE**

GCC Clause No. 1.36.0 stands modified to the following extent: -

*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.*

32) **MODIFIED/DELETED CLAUSES OF GCC**

- 32.1) In Clause No. 2 of GCC, Service Air shall not be provided by RFCL.
- 32.2) GCC Clause No. 1.7.0 shall be read as "The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase what so ever. The rates quoted for materials, if any, are F.O.R. RFCL Site, Ramagundam and are inclusive of all taxes. No taxes will be paid extra (excluding GST)".
- 32.3) GCC Clause No. 1.9.0(vi) shall be read as "Bidder's bid should be workable and price bids quoting "Nil" consideration or "Negative" or "Zero shall be summarily rejected."
- 32.4) GCC Clause No. 1.30.0(c) stands deleted.
- 32.5) GCC Clause No. 1.34.0 stands deleted.

SCHEDULE OF RATES:**Annexure-D**

S No.	Description of Work	UOM	Amount in Figures	Amount in Words
1)	Detailed Design & Engineering as per requirements specified in Clause-II(A to L) and as per Scope defined under Clause-IV.1, Annexure-C	Lump Sum		
2)	Supply , Construction & Commissioning of Swimming Pool Complex as per requirements specified in Clause-II(A to L) and as per Scope defined under Clause-IV.2, IV.3, IV.4 & IV.7, Annexure-C	Lump Sum		
Add GST				@____%
Grand Total(in Figures)				
Grand Total(in Words)				

Notes:

1. The amount should be quoted only in Indian rupees and should be indicated both in words as well as figures. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the amount shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted
2. The Bidder shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any Tender with the multiple rates quoted will be summarily rejected.
3. The amount quoted should be inclusive of all Taxes, Duties, Royalties and other Statutory Levies to be payable, except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.
4. **GST** shall be extra as detailed in Annexure-F.
5. Bids shall be evaluated on overall lowest basis.

(SIGNATURE OF BIDDER)

Name _____

Date _____

Place _____

DECLARATION FOR SUBMISSION OF TENDER FORM-I

To
 General Manager (Construction),
 Ramagundam Fertilizers and Chemicals Limited,
 Fertilizer City, Ramagundam
 District: Peddapalli (Telangana)
 Pin Code- 505 210

Dear Sir,

I/We hereby submit tender for " **DESIGN, ENGINEERING & CONSTRUCTION OF SWIMMING POOL COMPLEX & ALLIED FACILITIES AT RFCL TOWNSHIP, RAMAGUNDAM ON LUMP SUM TURNKEY (LSTK) BASIS.**" at Ramagundam Fertilizers And Chemicals Limited, Fertilizer City, Ramagundam, Telangana, as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. _____ (Rupees _____) only vide Demand Draft No. _____ dated _____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. EMD is not applicable to MSME/NSIC registered as referred in NIT/tender document.

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

It is also certified that the amount quoted by me/us in the Price bid/SOR are workable.

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

Dated the _____ day of _____ 2019

Signature of Tenderer with the seal

Name & Address: _____

E-Mail Address _____

Mobile/Telephone No. _____

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:

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

13	ESI Registration No. of the bidder to be intimated along with Documentary proof thereof.	
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.	
15	Labour license no. of the bidder to be intimated along with Documentary proof thereof. If bidder does not have labour license, then an undertaking has to be submitted by the bidder regarding Labour License, as per the following format: <p>"Incase this job is awarded to us i.e. M/s _____, we shall obtain Labour License from the appropriate Licensing Authorities i.e. Central / State Government, as applicable from time to time, under the Contract Labour (R &A) Act, 1970 & the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL, Ramagundam"</p> <p>If vendor fails to submit Labour License (as applicable) before start of execution of work, Contract can be terminated by giving 15 days' notice and EMD / SD shall be forfeited.</p>	

Dated the _____ day of _____ 2019

Signature of Tenderer with the seal

Name & Address of the Tenderer: _____

E-Mail Address _____

Mobile/Telephone No. _____

Undertaking on Bidder's letterhead: -

With reference to NIT No. _____ dt. _____ of Ramagundam Fertilizers
And Chemicals Limited, Ramagundam for ,at RFCL Ramagundam site I/we
_____ S/o.Shri. _____ R/o _____
_____ Authorized Representative
of (the Institution) _____ do solemnly affirm and
declare as under: -

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

SEAL & SIGNATURE of the Bidder

Verification:

Verified that the contents of the above paras of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein. Verified at
..... on this day of2019.

SEAL & SIGNATURE of the Bidder

FORMAT FOR SOLVENCY CERTIFICATE
(To be submitted on Bank's Letter Head)

REF NO:

DATE:

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____ **(Bidders name with complete address)**, a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs. _____ (Rupees _____). M/s _____ have been our customer since _____ to date and has been granted the following limits, at present, against various facilities granted by the Bank:

1. Type of Account : Cash-Credit/Current/Savings
2. Bank Account No. :
3. Cash-Credit/O.D. Limit (If any) : NO/YES, for Rs.
4. Financial Standing & Soundness : SOUND/POOR
5. Dealing & Conduct of the Party : Satisfactory/Un-satisfactory

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

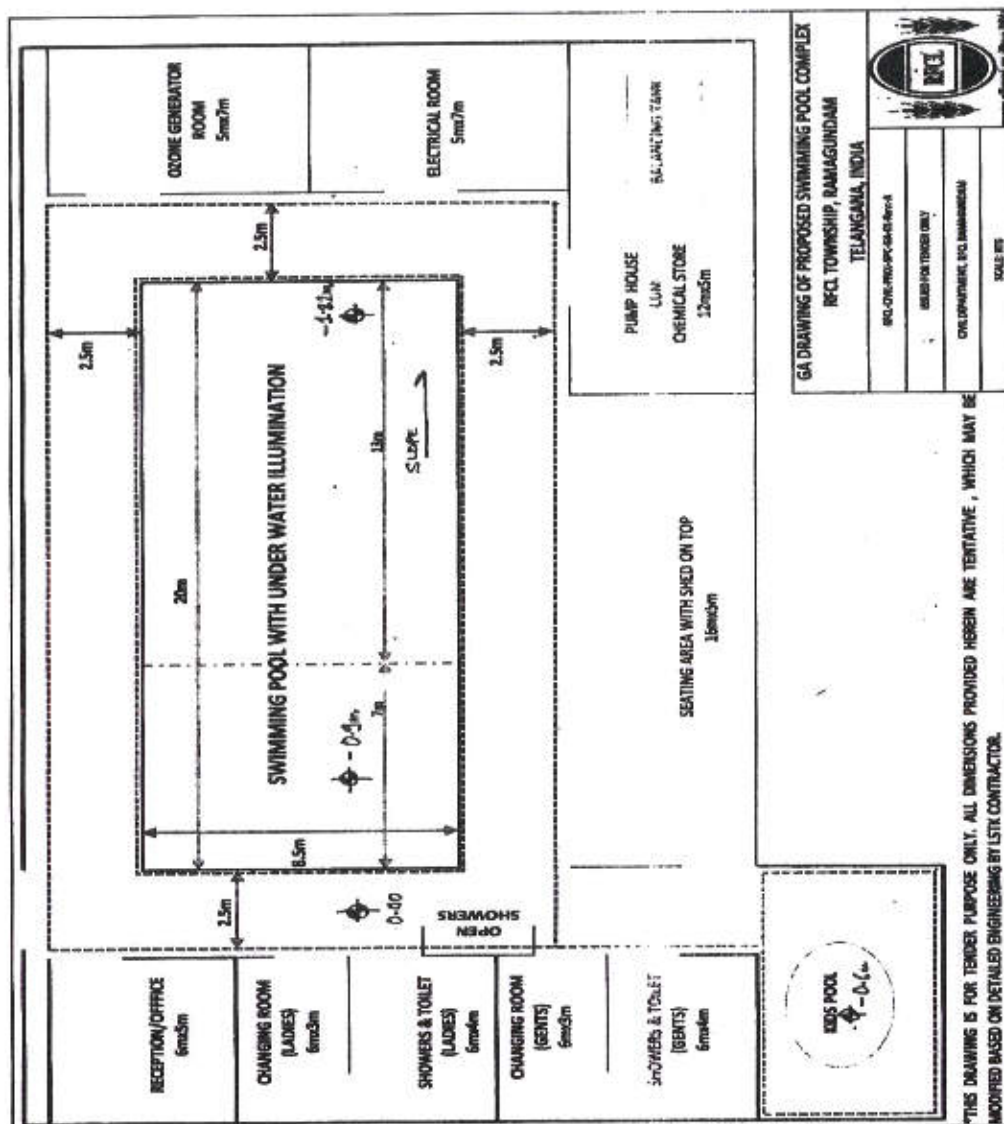
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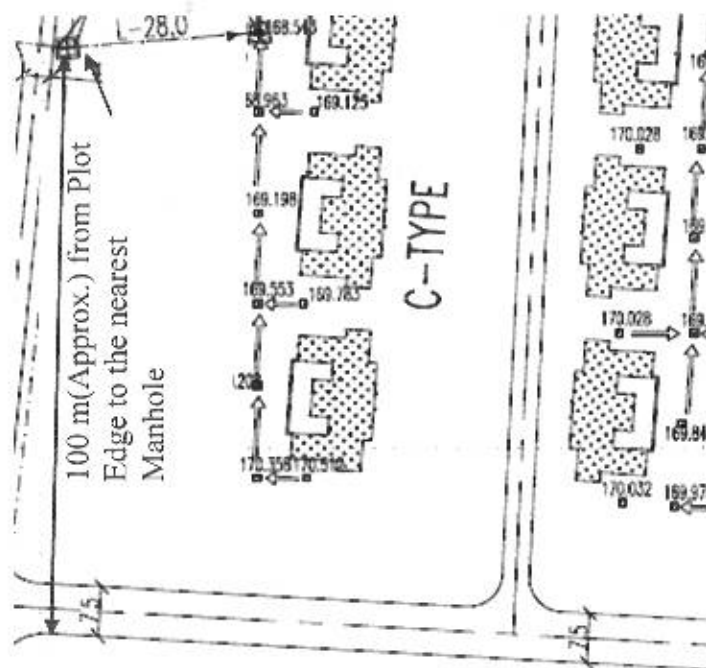
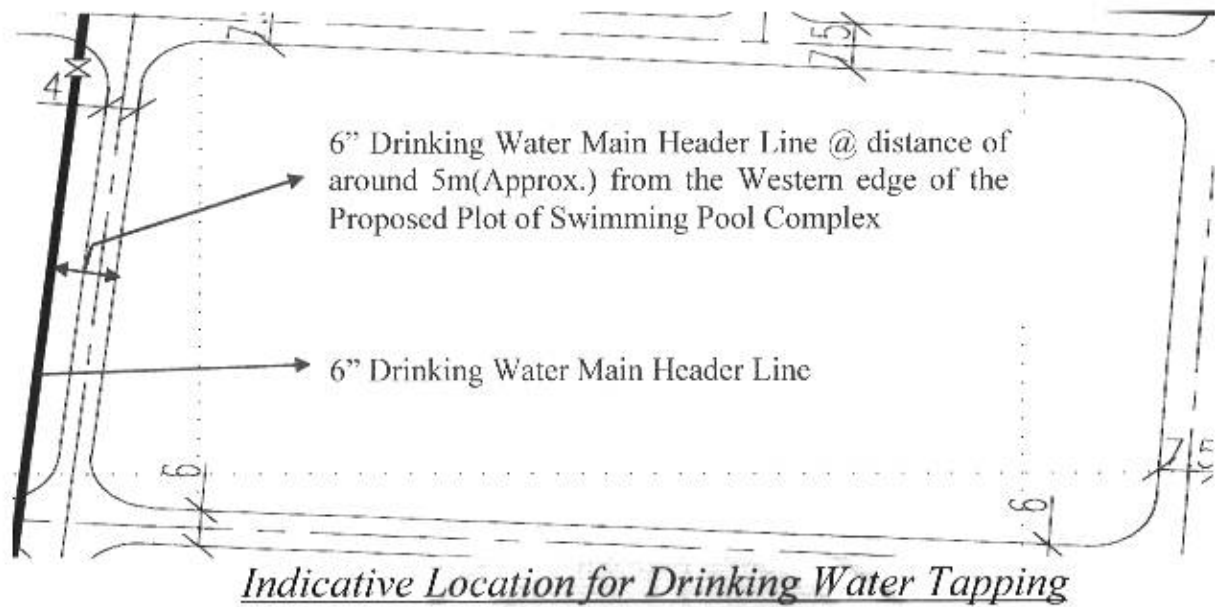
APPROVED MAKE LIST OF MATERIALS

SL.No	NAME OF ITEMS	APPROVED MANUFACTURERS / BRAND
1	Cement	Ultra-Tech, ACC, Grasim, Lafarge, Jaypee, Orient Birla
2	Reinforcement Bars	TATA, SAIL, RINL
3	White Cement	Birla, J.K
4	Ceramic Floor Tiles	NITCO, JOHNSON, Kajaria
5	Vitrified/ Rectified Tiles	NITCO, JOHNSON, Kajaria
5(a)	Glass Mosaic Tiles	JOHNSON-ENDURA/Bisazza
6	Float Glass	Modi/ Saint Gobin/ Indo-Asahi
7	Anti-Skid Type Concrete Paver Block Tiles	Wondercrete, Eurocon, AP Galaxy, Ultra
8	Flush Door	Century door, Greenfly flush door,
9	Block Board/Pre-laminated particle board/ Plywood/ decorative veneers	Kit ply, Sarda Ply, Greenfly, Uro ply
10	locks	Godrej/ Harrison or approved equivalent make
11	Extruded Aluminum sections	JINDAL, HINDALCO or approved equivalent make
12	Glass for glazing	AIS, Saint Gobian, or approved equivalent make
13	Mineral board false ceiling	Armstrong/ AMF / OWA
14	Gypsum false ceiling	Gypsum India Ltd./Saint Gobain or approved equivalent make
16	UPVC rain water pipes with fittings	Oriplast, Supreme. or approved equivalent make
17	Polysulphide Sealant	Choksey, Sika Qualcrete, Degussa, Fosroc
18	Zincalume/Galvalume Sheet	TATA Bluescope, JSW and equivalent
19	Exterior type acrylic based paint	Nerolac, Weathercoat of Berger, Asian
20	Distemper	Asian Paint, Berger, Nerolac
21	Plastic emulsion Paint	Premium emulsion of Asian Paints, Berger, Nerolac
22	Synthetic Paint	Asian Paint, Berger, ICI, Nerolac
23	Zinc Chromate Primers	Shalimar, Asian Paint, Berger, ICI
24	Glass	Modi/ Saint Gobin/ Asani
25	Chemical / Mechanical Anchor Fasteners	HILTI, FISCHER or approved equivalent make
26	Hydraulic door closer	Hardwyn mak (Eddy) or equivalent
27	Floor spring for aluminum door	Hardwyn, Garnish, Godrej
28	Fittings for Aluminum doors and windows.	JINDAL, Ebco, Door line or equivalent.
29	Water Proofing Membrane/Compound	Choksey, Sika Qualcrete, Degussa, Fosroc, Dr.FIXIT
30	Epoxy Grout for tile fixing	Laticrete, Bal endula, Sika or equivalent.
	SANITARY ITEMS	
	Sanitary Fittings and Fixtures:	
1	Porcelain Goods (Vitreous China and Fire Clay Sanitary ware)	Parry ware, Hindware, or approved equivalent make
2	PVC Cistern (with all fittings and accessories):	Parry ware, Hindware, or approved equivalent make
3	Plastic Seat Covers with frame	Parry ware, Hindware, or approved equivalent make
4	CP on brass fittings and Accessories	Parry ware, Hindware, or approved equivalent make
	Soil Pipes and Fittings:	
6	Centrifugally Cast (spun) Iron Pipes & fittings conforming to IS: 3989	RIF, BIG, JAISWAL, NECO or approved equivalent make
7	Cast (spun) Iron Pipes & fittings (conforming to IS:1729)	AMC, ALC, Bengal Iron, JAISWAL, NECO
8	Pig Lead (for caulking of joints)	Locally available best quality with minimum 99% purity
9	C.I. Manholes	Kirloskar, IVC or approved equivalent
10	C.I. Double Flanged non-return	Kirloskar, IVC or approved equivalent
11	HDPE Tank	Sintex or equivalent

SL.No	NAME OF ITEMS	APPROVED MANUFACTURERS / BRAND
	Water Supply Pipes and Fittings:	
12	G.I. Pipes	TATA, JINDAL or approved equivalent
13	G.I. Fittings	R, KS, HB, UI
	CPVC Pipe & Fitting	Astral/Prayag/supreme
14	Centrifugally Cast Iron Pressure Pipes (L.A class) and Fittings with connection pieces for flanged Connection where required.	Electrosteel, Keshoram, IISCO
15	UPVC pipes	Prayag, Supreme or approved equivalent
16	Gunmetal Valves	Leader, Zoloto, Annapurna
17	Cast Iron Valves	Leader, Venus, Upadhyay, Sarkar, Ghosh Engineering.
18	Strainers	Locally available best quality material matching with concerned valve
	Instruments & Electrical	
20	Pressure Gauge & Pressure Switch	H. Guru, Danfoss, Fiebig
21	Water proof flat Cable	Polycab, Finolex or equivalent
22	Electrical accessories to Motor Control Panel	Scheider C&S, L&T, Siemens
	Sewerage and drainage	
23	Stoneware pipes and fittings	Hind Ceramic, Orind, Perfect, Burn
24	RCC pipes and Collars	West Bengal Concrete Industries, Laxmi, Sood & Sood, Jain & Co or equivalent
25	C.I. Covers	Jaiswal NECO, D.N. Singha or equivalent
26	RCPC Cover/ RGT grating	West Bengal Concrete Industries, Frenco Cement Works Pvt. Ltd.
	ELECTRICALS	
1	H.T. Switch-Gear In CRCA Sheet	L&T, Siemens, Crompton Graves, Scheider, AREVA, ABB, Andrewyule
2	Distribution Transformer	Siemens, ABB, Crompton, Volt Amp, TRUVOLT, Universal Electric
3	Diesel Engine	Sterling Wilson, CUMMINS, GREAVES, TIL, Kirlosker
4	A.C. Alternator	KIRILOSKER, CROMPTON, STAMFORD
5	ACB, MCCB, SFU, CFS, IIRC Fuse	Siemens, ABB, L&T, Schneider, C&S
6	Contactor	Siemens, ABB, L&T, GE, Schneidere, BCH
7	Relay	GE, ALSTOM, Siemens, L&T, Ashida
8	MCB DB, MCB, RCCB	LEGARD/MDS, Siemens, Hager, ABB, L & T
9	Ammeter, Voltmeter, PF Meter	AE, IMP, L&T
10	Ammeter/ Voltmeter selector switch	Kaycee, L&T, SWITRON
11	11 KV XLPE (E) Aluminum Cable	CCI/Fort Gloster, NICCO, Havells, Asian Cables, Polycab, Unistar, Gemscab
12	1100 Volts grade PVC insulated steel armoured and over all PVC sheathed cable.	Fort Gloster, NICCO, Havells, Asian Cables, Polycab
13	100 V grade PVC insulated stranded/ flexible Copper Conductor wire.	Finolex, R.R. Kable, L&T, Polycab
14	Rigid PVC Conduit with ISI marked and accessories	PRECISION, BEC, Harse
15	Galvanised Steel Pipe	Tata Iron & Steel Co., Jindal,
16	Current Transformer	Crompton Graves, L & T, Kappa

SL.No	NAME OF ITEMS	APPROVED MANUFACTURERS / BRAND
16(a)	TPN switch fuse unit / switch fuse unit with HRC fuses	Siemens, L& T, GE, C&S, Schneider , Cromton Greaves,
17	DP/SPN SFU/ SDFU with HRC fuse	LK, HPL, Havell's, L&T, Crompton Greaves, Siemens, Gerard, C&S
18	Digital KWH Meter having functions like KWH, KVAH, KVA, KW, Volt, Amp, pF	Alstom, HPL-SOCOME, L&T, Havell's.
19	Motor Starter	Siemens, L& T, Schneider (CG), GE, T & C.
19(a)	Motor	Kirloskar, Crompton, CRI
20	Changeover Switch	L & T, ELECON/Legrand Gerard,Havells, Siemens ,ABB
21	Rigid PVC Conduit	Setia/B.E.C., Plaza, AKG, Precision, Gerard
22	Black stove enameled conduit and galvanised with ISI marked embossed on conduit surface	B.E.C., NIC, AKG, Supreme
23	Decorative Electrical Switch Board cover with white top Lamination	Hylam or equivalent
24	Metal clad socket & plug having scraping earth arrangement	Hager, Schneider (CG), MDS, L & T, Gerard
25	250 Volt 6 Amp. Piano reed type switch/ 250 Volt 16 Amp. Multi Pin socket with switch combined	Crabtree/Havels/ABB/Anchor, CPL, Precision, SSK, Magic.
26	250 Volt 6 Amp. Ceiling rose, 250 Volt 16 Amp Multi pin socket with switch combined	Crabtree/Havels/ABB/Anchor, CPL, Precision, SSK, Magic
27	Clock switch/time switch along with accessories like main MCB, main contractor, bypass switch, prewired and ready to use	L & T, MDS, Hager, GIC
28	'CLIP ON' Terminal assembly	Tosha, Elmex
29	Measuring Instrument (Ammeter, Voltmeter, P.F. meter).	Automatic Electric, Industrial Meter (I.M.P), Univer- Electric,L&T, Rishab, ENERCON
30	ON/OFF Rotary Switch/ Selector Switch/ programme switch	Siemens, Hager, Larsen & Turbo, Kaycee
31	Cable Glands	COMET/COMIC, Raychem
32	Cable Tray	COMET/Pilco, MEK
33	Battery	AMARON/EXIDE, STANDARD
34	Recessed mounted LED light fitting (36 Watt)	Philips, CG, Bajaj,
35	Under water LED lights(36Watt) with IP 66/higher ingress protection for Swimming pool	Philips, CG, Bajaj
36	Surface mounted LED lights (36 W)	Philips,CG, Bajaj
36(a)	Lighting Arrestors with earth station	ABB or equivalent,
37	LED lights with Pole structure (if required) for general outside area illumination	Philips,CG, Bajaj,
38	Exhaust Fan	Crompton, Havels,Orient, Polar, USHA
39	Ceiling Fan	Crompton, Havels,Orient, Polar, USHA
40	Busbar Trunking/Rising Main (In ERCA Sheet 2 mm thick)Encloser	Control & Switchgear (C & S), Zeta.





Proposed Plot for Swimming Pool Complex



Indicative Location for Sanitary Waste Network Connection

Tentative Schedule of Finish & Fittings/Fixtures for Swimming Pool & Allied Facilities

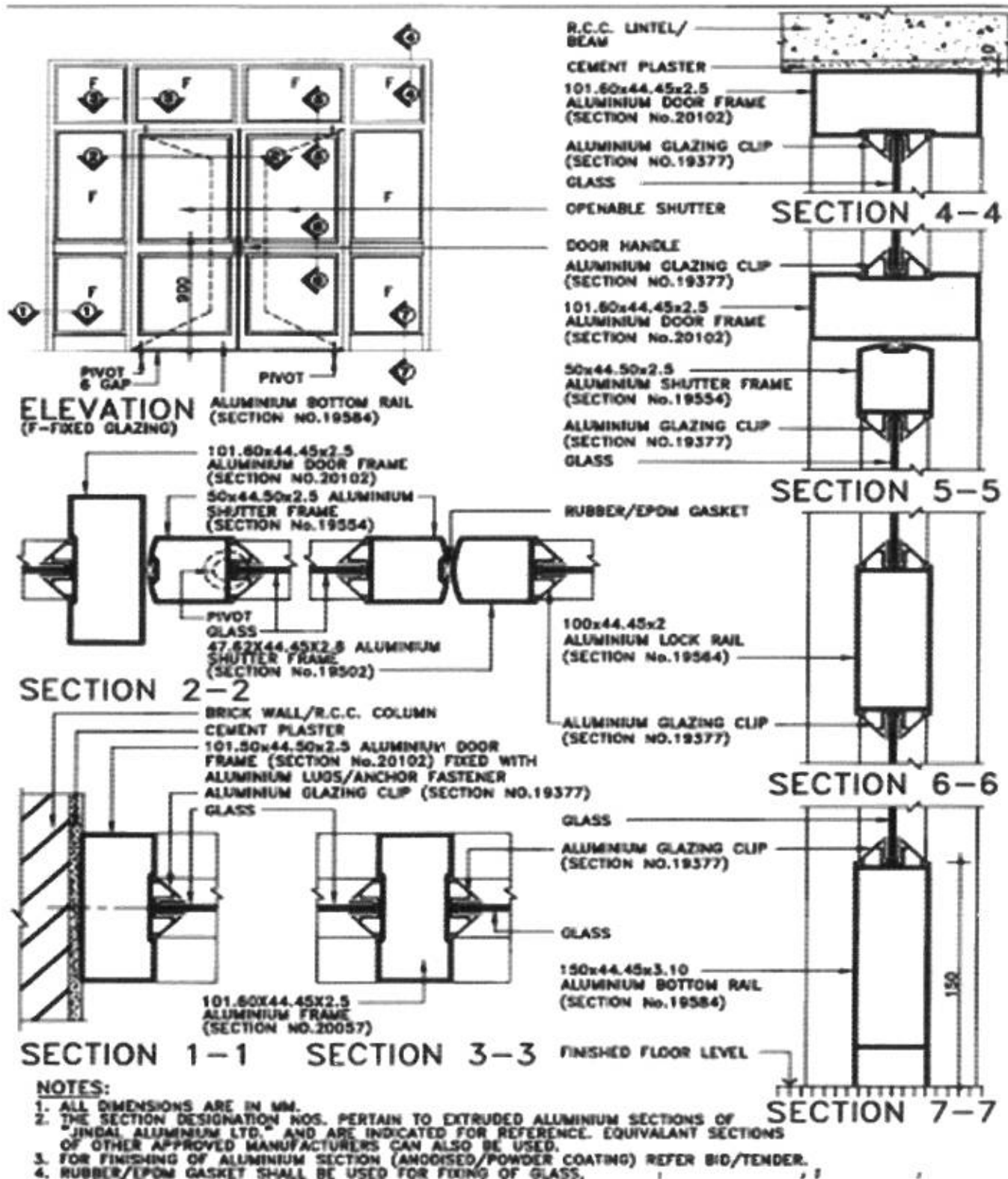
S No.	AREA/FACILITY	FLOOR/SKIRTING/ CLADDING	PAINTING/COATING	DOORS & WINDOWS	SANITARY/ELECTRICAL FITTINGS
1	Swimming Pool	Glass Mosaic Pool Tiles-Anti Slip Type	Water Proofing of RCC Pool Basin as per RFCL approved Specifications.	NA	Under-water illumination with LED Fittings as per approved layout.
2	Swimming Pool peripheral Area (Open to Sky Areas)	Anti-Skid Cement Concrete Paver Blocks	NA	NA	General Area illumination with LED fittings as per approved layout.
3	Change cum Locker Rooms	Vitrified Tiles	Internal: - 2 Coats Plastic Emulsion in Walls with Putty + OBD in Ceiling External: - Exterior Emulsion with Cement Primer Roof Slab: - Water Proofing of RCC Slab with APP Membrane & Screed Concrete Anti-Termite Treatment in Floor	1) Entrance Door shall be Flush Door with Pressed Steel Frame along with door closer & stopper. 2) Connecting Door to Shower Room shall be Single Leaf Glazed Aluminium Door with Floor Spring	Internal illumination with LED fittings as per approved layout.
4	Shower Rooms cum Toilet	Anti-Skid Ceramic Tiles	Internal: - -2 Coats Plastic Emulsion in Walls with Putty + OBD in Ceiling -Dado in Glazed Tile upto Ventilator Height in Toilets & Shower Room External: - Exterior Emulsion with Cement Primer Roof Slab: - Water Proofing of RCC Slab with APP Membrane & Screed Concrete Anti-Termite Treatment in Floor	1) Doors-PVC Windows & Ventilators-Glazed Aluminum (Sliding Type) 2) Entrance Door shall be Flush Door with Pressed Steel Frame along with door closer & stopper.	1) CP Brass Plumbing fittings: a) Pillar Cocks, Angular Cocks b) Wall Mixer c) Shower Rose d) Health Faucets 2) Glazed Earthenware: a) Floor Mounted EWC&Cistern with all fittings. b) Urinals c) Flat Back Wash Basins with looking Mirrors 3) Exhaust Fans with Fly Proof Mesh 4) HDPE Water Tanks on Terrace 2000Litre 5) Internal illumination with LED fittings as per approved layout

5	Reception cum Office Area	Vitrified Tiles	Internal:- 2 Coats of Plastic Emulsion in Walls with Putty + OBD in Ceiling External:- Exterior Emulsion with Cement Primer Roof Slab:- Water Proofing of RCC Slab with APP Membrane & Screed Concrete. Anti-Termite Treatment in Floor	Double Leaf Glazed Aluminium Doors & Windows(Sliding Type) with Double Action Floor Springs	False Ceiling is desired from roof beam bottom level with decorative recessed LED fittings as per approved layout.
6	Filtration & Re-Circulation Pump Room cum Chemical Store/Electrical Room/Ozone Generator Room	Hardened Cement Concrete Flooring/ Shahbad Stone Flooring	Internal:- 2 Coats Plastic Emulsion in Walls with Putty + OBD in Ceiling External:- Exterior Emulsion with Cement Primer Roof Slab:- Water Proofing of RCC Slab with APP Membrane & Screed Concrete. Anti-Termite Treatment in Floor	Glazed Aluminium Doors & Windows(Sliding Type) with Double Action Floor Springs	Internal illumination with LED fittings as per approved layout.
7	Covered Sitting Area adjacent to Pool	Anti-Skid Cement Concrete Paver Blocks with raised Finished Floor Level	Sitting Area shall be covered with Zinalume/Galvalume Sheets with side cladding supported on suitable Structural Steel Framework to avoid rain water ingress.		Sitting area shall be illuminated through open area lighting as per approved layout.
8	Swimming Pool Complex Barrication	Zinalume/Galvalume Sheets with suitable Structural Steel Framework till 4m height on all sides to ensure privacy of Pool Users with all around illumination along the periphery.			

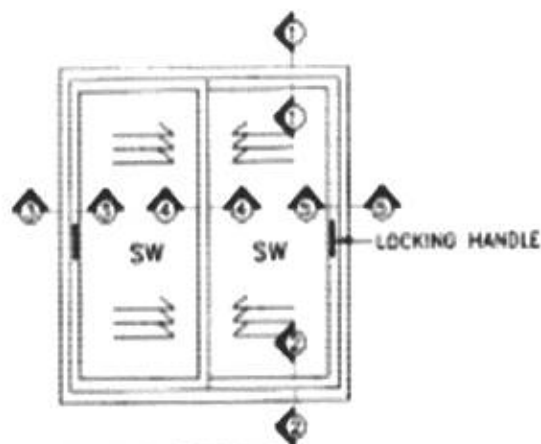
DESIGN BASIS & INDICATIVE MATERIAL SPECIFICATIONS

S No.	Description of Item	Criteria for Acceptance/Minimum Grade or Technical Parameter
1)	RCC Works in Pool Basin	Leak Proof Concrete as per IS:3370-Grade of Concrete M30 as per RFCL approved Design Mix
2)	RCC Works elsewhere in the Complex	Minimum-M-25 Grade-as per RFCL approved Design Mix.
3)	Plain Cement Concrete(PCC-Works)	Nominal Mix- 1:5:10
4)	Reinforcement Steel	Minimum Grade:- Fe 500D of approved make
5)	Structural Steel	Minimum Grade:- E 250 A/Br as per IS:2062 of approved make
6)	Cement	OPC-53 Grade/PPC/PSC of approved make as per IS:269
7)	Aggregate	Coarse & Fine Aggregates conforming to IS:383. Gradation for use in various works shall be as per approved Technical Specifications & IS Codes.
8)	Sand	Natural Sand/Crushed Gravel Sand conforming to IS:2116 & IS:2386. Gradation for use in various works shall be as per approved Technical Specifications & IS Codes.
9)	Bricks	Common Burnt Clay Bricks conforming to IS:1077 (Min Compressive Strength-5.00 N/mm ²) / Burnt Clay Fly Ash Bricks conforming to IS:13757 with Fly Ash conforming to IS:3812
10)	Interlocking Paver Blocks	Category-A as per IRC: SP63 (60mm thick & Min Compressive Strength-30 N/mm ²)
11)	Vitrified Tiles	Double Charge Vitrified Tiles (Minimum Thickness-10mm) of Approved make
12)	Anti-Skid Ceramic Tiles	(Minimum Thickness-8mm) Conforming to IS:13753 of Approved Make
13)	Glass Mosaic Tiles	(Minimum Thickness-6mm) of Approved Make
14)	Pre-Coated Sheets	Zincalume/Galvalume Profiled Pre-Coated Steel Sheets conforming to IS:513 & IS:14246. Exposed Surface shall have Silicon Modified Polyester Paint System. Overall Thickness of Sheet not less than 0.55mm & Base Metal Thickness not less than 0.5mm with Profile Depth not less than 28mm
15)	Water Proofing Membrane for RCC Slabs	4mm thick A.P.P (Atactic Polypropylene) modified reinforced bituminous waterproofing membrane with Screed Concrete(1:2:4) for protection.
16)	Water Stops	PVC water bars shall be used in reinforced concrete construction of Swimming Pool Basin. PVC water bars shall meet the requirements of IS:12200. Thickness shall not be less than 5 mm and width not less than 150 mm.
17)	PVC Pipes for Rain Water Pipes	110mm dia O.D. Size. exposed PVC rain water pipe Approved Make with pressure rating of 4kg/cm ²
18)	GI Pipes & specials for Plumbing	Conforming to IS:1239 Heavy Grade
19)	CI Pipes & specials for Soil Waste	Cast Iron Soil Waste & Vent Pipes with lead caulked joints conforming to IS:1729

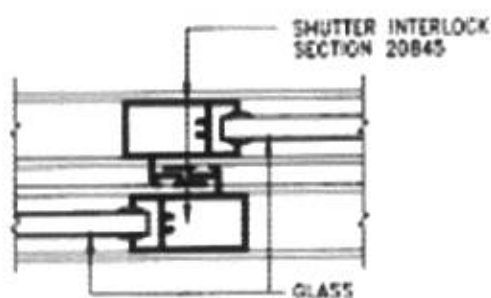
20)	RCC Pipe for Sanitary Waste Line	<i>The pipes shall be centrifugal cast concrete pipes, socket and spigot type with reinforcement conforming to IS: 458. Piping Material Class-P1. Dia(Internal)-250mm/150mm</i>
21)	Wash Basins	<i>Glazed Earthenware Flat Back Hand Wash Basin with anti-splash rims on 3 sides, of 630mm x450mm size conforming to IS: 2556 Part-IV, including approved M.S./C.I. brackets conforming to IS: 775, 15mm dia CP brass pillar cock, rubber plug with CP brass chain, 32mm CP Waste fitting of standard pattern pipe with 32mm dia GI pipe, C.P. brass bottle trap</i>
22)	Looking Mirror	<i>Round edged mirror of Min Size-550x400x 6mm thick float glass with 6mm thick waterproof marine ply backing of Approved Make</i>
23)	European Water Closet	<i>Glazed Earthenware Syphonic pattern wash down water closet conforming to IS : 2556 Part II including white plastic solid seat and cover conforming to IS : 2548, CP brass hinges and rubber buffers, 10 litres capacity glazed Earthenware low level cistern conforming to IS:774 of Approved Make</i>
24)	Urinals	<i>Half stall type urinal shall be conforming to IS:2556 Part VI. inlet pipe shall be of CP brass 15 mm dia and waste pipe 32 mm dia GI, 750 mm long shall be embedded in wall. Necessary unions and CP bottle trap shall be provided in the waste line. Urinal Partitions shall be Jet Black Granite.</i>
25)	HDPE Water Tanks	<i>Drinking Water-Circular Tank conforming to IS:12701</i>
26)	PVC Doors	<i>Shutter Thickness-30mm with Factory Made PVC Door Frame-size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5mm rigid PVC foam sheet</i>
27)	Flush Doors	<i>Wooden Flush Doors-35mm thk with Pressed Steel Frame. Refer Annexure-P</i>
28)	Aluminium Sections for Doors/Windows	<i>All Aluminium sections shall be extruded sections of approved Manufacturers having aluminium alloy as per IS: 733 and IS: 1285. Aluminium sections shall be anodised as per IS: 7088 or electrostatically powder coated to min. 25 microns. For indicative Sections Refer Annexure-N & O</i>
29)	Window Glazing Glass	<i>5.5 mm thick transparent Sheet glass conforming to IS: 2835</i>
30)	Mechanical & Electrical Equipment & Fittings	<i>All Equipment & Fittings shall conform to relevant BIS Specifications wherever possible.</i>



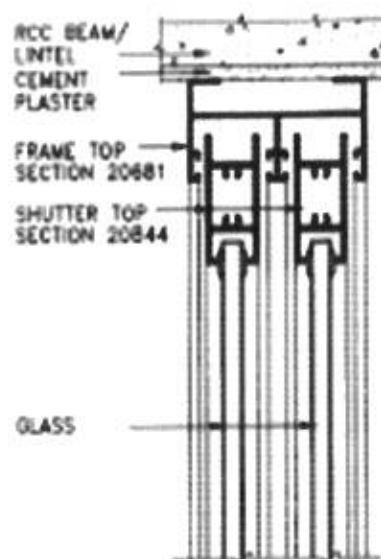
INDICATIVE SPECIFICATION FOR ALUMINIUM DOOR SECTIONS



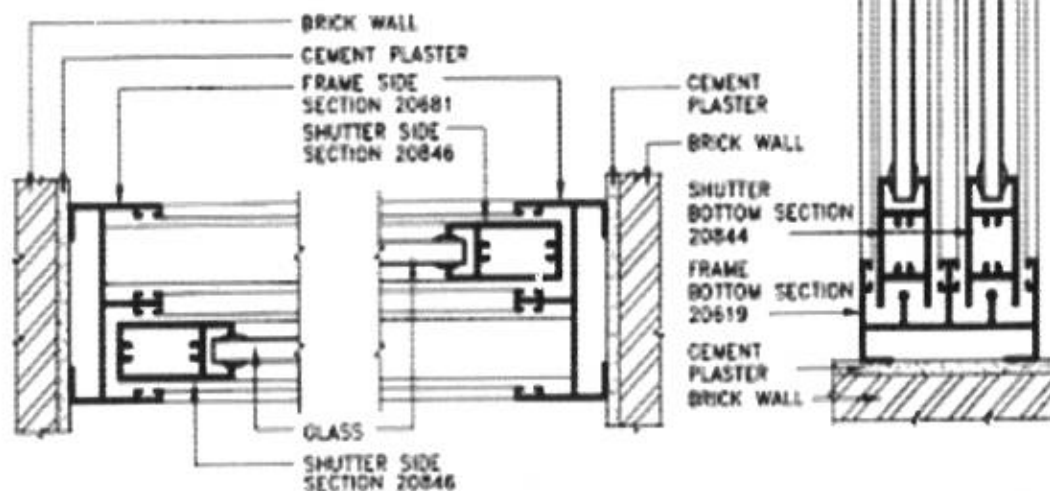
ELEVATION
(SW-SLIDING WINDOW)



SECTION 4-4



SECTION 1-1



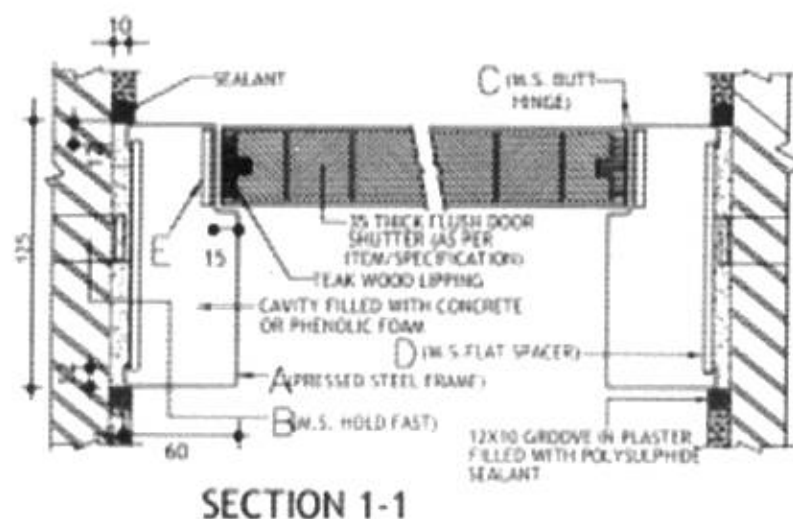
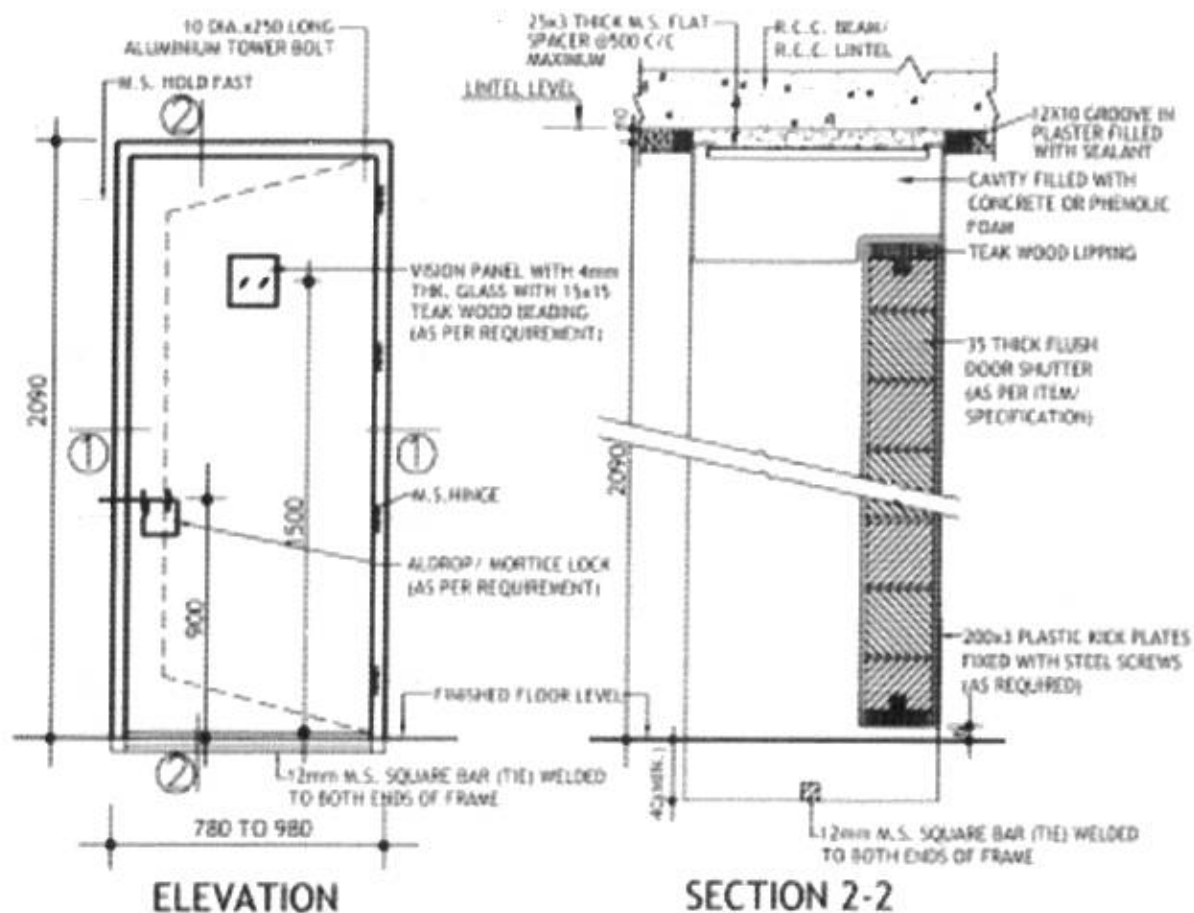
SECTION 3-3

SECTION 5-5

SECTION 2-2

- NOTE: 1. THE SECTION DESIGNATION NOS. PERTAIN TO EXTRUDED ALUMINIUM SECTIONS OF "JINDAL ALUMINIUM LTD." AND ARE INDICATED FOR REFERENCE. EQUIVALENT SECTIONS OF OTHER APPROVED MANUFACTURERS CAN ALSO BE USED.
2. FOR FINISHING OF ALUMINIUM SECTION (ANODISED/POWDER COATING) REFER BID/TENDER.
3. RUBBER/EPDM GASKET SHALL BE USED FOR FIXING OF GLASS.

INDICATIVE SPECIFICATION FOR SLIDING ALUMINIUM WINDOW SECTIONS

**LEGEND :**

- A. 16 GAUGE PRESSED STEEL FRAME FINISHED WITH SYNTHETIC ENAMEL PAINT (OVER RED-OXIDE ZINC CHROMATE PRIMER) / ELECTROSTATIC POWDER COATING / PU COATING (OVER EPOXY PRIMER) AS PER TENDER ITEMS.
- B. 25x6-300 LONG M.S. HOLDFAST @ MAXIMUM 600 C/C WELDED TO FRAME SPACER (D).
- C. 150 LONG M.S. BUTT HINGE @ MAXIMUM 600 C/C SCREWED TO FRAME AND SHUTTER.
- D. 50x6 THICK M.S. FLAT SPACER WELDED TO FRAME AT HOLD FAST LOCATIONS.
- E. 40x3-150 LONG M.S. PAD WELDED TO FRAME AT ALL HINGE & LOCK LOCATIONS.

INDICATIVE SPECIFICATION FOR FLUSH DOOR WITH PRESSED STEEL FRAME

Integrity Pact

(To be executed on plain paper and submitted for tenders having a value of Rs.1 crore or more. To be signed by the bidder and RFCL.)

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

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Action 1 - Commitments of the Principal.

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

Section 2 - Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

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

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

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

Section 4 : Compensation for Damages

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

Section 5 : Previous Transgression

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

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

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

Section 9 : Pact Duration

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

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

Section 10 : Other Provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____
Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

E-Banking Mandate Form

DECLARATION OF BANK DETAILS (E-BANKING MANDATE) FORM-III		
SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
1	Vendor/Customer Name	M/s _____
2	Vendor/Customer Code	
3	Vendor/Customer Address	
4	Vendor/Customer e-mail Id	
5	Particulars of Bank Account	
(i)	Name of the Beneficiary	
(ii)	Name of the Bank	
(iii)	Name of the Branch	
(iv)	Branch Code	
(v)	Address	
(vi)	Telephone No.	
(vii)	Type of Account	
(viii)	Account No	
(ix)	RTGS/IFSC number of the Bank	
(x)	9 Digit MICR Code	
<p>I/We hereby authorize Ramagundam Fertilizers and Chemicals Limited (RFCL) to release any amount due to me/us in the bank account as mentioned above. I/we hereby declare that the particulars given above are correct and complete. If the transactions is delayed or lost because of incomplete or incorrect information, we would not held RFCL responsible for that.</p>		
		SEAL & SIGNATURE of the Vendor/Customer
<p>We certify that M/s _____ has an Account No. _____ with us and we confirm that the details given above are correct as per our record.</p>		
Bank Stamp:		
Date:		
		Signature of authorized officer of the Bank

OR

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