



RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
RAMAGUNDAM

Tender: Contract for “Upkeep of VIP Guest House and International Guest House at RFCL, Ramagundam (Telangana) for One year

REF NO.: NIT NO. RFCL/HR/CONT-35/GH-Long Term

DATED: 12/02/2019

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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 फर्टिलाइज़र्स एण्ड केमिकल्स लिमिटेड
(A Joint Venture Company of NFL, EIL & FCIL)

Site office: Fertilizers city, Ramagundam – 505210, Distt: Peddapalli, Telengana
Telephone: +91 8728 257488, E mail: rfcl.ramagundam@gmail.com

Ref. No.: RFCL /HR/Cont-35/ GH-Long Term

Date : 12/02/2019

To,

Sub: Notice Inviting Tender for Annual Rate Contract for “Upkeep of VIP Guest House and International Guest House at RFCL, Ramagundam (Telangana).”

Dear Sir,

Sealed Bids are invited for the work as detailed below:

1. **Name of Work** “Tender for ARC for Upkeep of VIP Guest House and International Guest House at RFCL, Ramagundam (T. S).”
2. **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 **New Delhi. Tender received without tender Cost & EMD are likely to be rejected.**
Tender Cost: Rs. 750.00 (Seven hundred fifty only)
Earnest Money: Rs. 50,000.00 (Rupees Fifty Thousand only)
Bidders registered under National Small Scale Industries / MSME are exempted from submission of EMD as detailed in clause no. VI.7 of GTC and they have to submit Udyog Adddhar Memorandum Number in support of same.
3. **Contract Validity** **One Year** from date of Issue of Letter of Acceptance(Zero date) and extendable for another 3 months at the discretion of RFCL
4. **Validity of the Tender** **120 days** from the Date of Opening of Tender.
5. **Last Date & Time for Receipt of Bids** 13/03/2019 up to 15.00 Hrs.
6. **Date & Time for Opening of Bids** 13/03/2019 at 15.30 Hrs.
7. **Place of Receipt and Opening of Bids** **Office of Dy. General Manager (Mech.)**
8. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i.e., Dy. G. M. (Mech.) at least 7 (Seven) days prior to the closing date of the tender.
9. The rate should be quoted in the Units given in the Schedule of Rates. The rates should be quoted in both in figures as well as words. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
10. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
11. **Procedure for Submission of Tender:**
The Tender shall be submitted in Three Sealed Envelopes as under:

- 11.1. 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.
 - 11.2. Envelope No. 2: Will be superscripted 'Technical Bid' shall contain Un-Priced Bid including NIT duly signed, Declaration Form-I&II& GST Format and documents required as per Tender.
 - 11.3. Envelope No. 3: Will be super-scribed 'Price Bid' and shall contain the rates to be quoted on monthly basis lump-sum charges as per Annexure –IX
 - 11.4. All the three envelopes should in turn be put together in a separate envelope duly super-scribed with **"Tender for ARC for Upkeep of VIP Guest House and International Guest House at RFCL, Ramagundam (Telangana)."**
12. **Opening of Tender:**
- The Tender shall be opened as under:
- 12.1. Envelope No. 1 :Superscribed '**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: Superscribed '**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: Superscribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.
13. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected
 14. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
 15. Every tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language as will be any further information supplied by RFCL.
 16. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
 17. "Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by bidders on their letter head: will not be allowed on the grounds that offer was not signed by authorized person. "in such case EMD shall be forfeited
 18. 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
 19. 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.
 20. 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.
 21. The Tender shall be addressed to **Dy. General Manager (Mechanical) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(V K Bangar)

Dy. General Manager (Mech.)

E-mail: vkbangar@rfcl.co.in

Mob: 9425720127

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. "The OWNER" means the RAMAGUNDAM FERTILIZERS & CHEMICAL LIMITED., incorporated in India, having its corporate office at 4 th Floor, Mohta Building,4, Bhikajicama Place New Delhi-110066.
2. The "ENGINEER-IN-CHARGE" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the Contractor and shall include a part or portion of the site on which the permanent work is proposed to be constructed.
6. The "TENDER DOCUMENTS" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.

14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. 'ZERO DATE' shall mean the date of issue of LETTER OF 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 GTC. Any clause under different head shall be succeeded by clause in the succeeding head.

ELIGIBILITY AND EVALUATION CRITERIA FOR TENDER FOR ARC MAINTENANCE

A. Technical criteria

1. The bidders should have executed at least one similar work during last seven years i.e., 01.12.2011 to 31.12.2018)

Similar work means operation, maintenance, upkeep of Guest Houses in Central & State Governments, PSU, Private industries etc.

Experience of running canteen / mess / hospitals will not be considered eligible.

2. Experience of having successfully completed similar works during the last seven years i.e. 01.12.2011 to 30.11.2018) should be either of the following:
 - i. One similar completed work costing not less than **Rs. 31.0 Lakhs** (excluding taxes) (OR)
 - ii. Two similar completed works costing each not less than **Rs. 19.37 Lakhs** (excluding taxes). (OR)
 - iii. Three similar completed works costing each not less than **Rs. 15.50 lakhs** (excluding taxes).

B. Financial criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e 31.03.2018 should be at least **Rs. 11.63 lakhs**.

C. Documents to be submitted in support of eligibility criteria

1. Self-attested copies of completed 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 concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion

Relevant Experience is to be taken for one-year period. If the contract period of the completed work order is more than one year then the Contract value shall be intra-polated for one year.

2. Self-attested copies of Audited Balance sheet for the last three years ending on 31st March of the previous financial year i.e 31.03.2018 in support of Clause **B.1**.

D. Evaluation of Price bids:

- i. Technical bids and price bids will be opened by designated evaluation committee.
- ii. Technical bids will be opened first, only bidders who will qualify technically will be considered for price bid and only their price bids will be opened.
- iii. Evaluation of the price bids shall be on overall basis and work shall be awarded to L-1 bidder. In case it is found that the quoted amount is same by two or more bidders, then evaluation of lowest bid shall be on the basis of higher amount of single contract successfully executed/ completed by those bidders during last seven years (01.12.2011 to 31.12.2018).
- iv. RFCL reserves the right to reject any or all tenders without assigning any reason whatsoever including lowest tender.

I. SCOPE OF WORK: Includes but not limited to the following

1. Upkeep, operate & maintain following Guest Houses of RFCL situated in RFCL, Township, Ramagundam:
 - International Guest House having 20 Nos. double bed A.C. Rooms, Reception, Dining Hall, Lounge, Kitchen and Garden
 - VIP Guest House having 4 Nos. double bed VIP Rooms, Reception, Dining Hall, Lounge, Kitchen and Garden

2. To provide following services in Guest Houses:

- 2.1 CATERING SERVICES:** To provide Breakfast, Lunch, Dinner, Tea, Snacks, etc. on the rates fixed by RFCL as per items mentioned in Annexure-IV, as and when required.

On special occasions, items other than mentioned in Annexure-IV, shall be provided on MRP printed on packing or on market rates.

The Indian, Chinese, and Continental Food as per requirement will be provided to the guests on chargeable basis.

2.2 HOUSE KEEPING

- a) Daily cleaning and upkeep of rooms including bathrooms and also sweeping/mopping of corridors, staircases and pathways leading to the entrance.
Only Harpik or equivalent cleaner will be used for cleaning the toilet seat, bathroom wash basin. **Use of Acid for cleaning of these items is not allowed at all.** Cleaning of flooring will be done by good quality phenol.
- b) Sanitary services including washing of linen such as bed sheets, towels, bedcovers, pillow covers, curtains etc.
- c) To provide fresh linen in the rooms at the time of allotting rooms to the guest every time and to change linen every third day, if the guest continues to stay.
- d) To provide small size New Soaps & shampoo pouches in bathrooms for bathing and cleaning hands in bathrooms of International Guest House without any extra cost to RFCL. The Contractor shall also provide towels in all the occupied rooms which shall be supplied by RFCL.
- e) To spray room freshener in all the occupied rooms, reception, lounge, dining hall and other places every day. The room freshener shall be arranged by contractor at their own.
- f) To provide electric liquid vaporizer mosquito (Cartridge make Good Night advance or All-out) repellent in the occupied rooms without any extra cost to RFCL.
- g) To provide Room Kit (in transparent packet) including Premium quality soap, Shampoo pouch, tooth paste and brush (small sizes/ disposable) in room in VIP Guest House. The cost of same shall be reimbursed to the contractor on submission of bills for the same.
- (j) The washing of curtains shall be done on monthly basis.

2.3 SUPPLY AND MAINTENANCE OF REGISTERS AND RECORDS

- a) To maintain stock register of items issued to contractor as prescribed by RFCL.
- b) To maintain Guest Entry Register as prescribed by RFCL.
- c) To maintain a complaint / inspection register and make it available as and when asked for, by Engineer In-charge. The contractor or his Supervisor shall get filled feedback form from the Guest(s) at the time of leaving Guest from Guest House and submit the same along with daily report to the Engineer in-charge of the guest house.
- d) To update the telephone register kept in VIP Guest House as and when used by the visitor/officer of Ramagundam Fertilizers and Chemicals Limited. Non-verified Telephone calls shall be charged to contractor's account.
- e) In case of company guests, the individual food vouchers shall be got signed/verified by the guests or by the officer of entertaining department and shall be produced to RFCL's representative entertaining department as the case may be along with the bills. In case of unsigned vouchers for any items, no payment shall be made to the contractor.
- f) The contractor shall always keep and maintain a list of persons employed by him in the guest house and show the same to the Engineer in-charge of the guest house of Ramagundam Fertilizers and Chemicals Limited as and when asked for.
- g) On arrival of the Guest, the contractor or his representative shall inform the Engineer In-charge and will allot the accommodation as per his instructions. No accommodation shall be allotted without the instructions of Engineer In-charge.
- h) The contractor shall allot the rooms and charge the rent against receipt as per the instructions of the Engineer In-charge and the collections will be deposited by the Contractor's representative with receipts with F&A Department through HR on weekly basis i.e., 1st working day of the Week.
- i) The contractor shall ensure that all AC/Coolers/Lights/Fans, Water Taps etc. are in working condition and if any fault is found by him, he shall lodge complaint with the appropriate authority under the intimation to Engineer In-charge
- j) Any other Work/Instructions issued by Engineer In-charge

II. CONTRACTOR'S SCOPE

1. To deploy the manpower as per Clause No. V.11.v of Special terms & condition "for Upkeep, operation, maintenance & catering of Guest Houses".
2. To maintain adequate stock of good quality of food items to ensure smooth Services of Guest Houses on round the clock basis.
3. All material for cooking of food, Washing of Linen, Cleaning, Stationary, Cash Memo, etc. without any extra cost to RFCL.
4. In VIP Guest House and International Guest House, all Crockery, Cutlery & Utensils shall be provided by Contractor free of cost to be used for official Guests/Company parties etc. and maintained by the Contractor.

5. Refilling of the Commercial Gas Cylinders for cooking purpose without any extra cost to RFCL.
6. To provide Uniform to all the manpower during the contract as below:

Supervisor	Black Trouser, white Shirt and black shoes
Cook and Helpers	White uniform including Apron & cap, black shoe
Waiters / Room Attendant	Black Trouser, Green Shirt and Black Shoes
Sweeper	Sky Blue uniform and black shoe

The contractor staff shall wear the above uniform while on duty.

To maintain Hygiene in Kitchen & during serving the food, Contractor staff will wear Disposable White Caps & Transparent Plastic Gloves.

7. To provide suitable photo identity cards as per RFCL format to all the staff members.
8. Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the RFCL's Engineer In-Charge for day-to-day progress of the job.
9. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.
10. Medical facilities for their staff & worker

III. RFCL'S SCOPE:

1. The initial furnishings of the VIP Guest House and International Guest House has been done by RFCL (as per the stock register).
2. To provide Commercial Gas connection with cylinders & regulators for cooking. However, cost of filling of cylinders will be borne by contractor.
3. Water for Drinking, Cleaning, sanitary etc.

IV. TIME SCHEDULE:

1. Mobilization with Men and Material shall be done within Seven (Seven) days of issue of Letter of Acceptance (LOA) (Zero date). However, if the necessity arises Contractor may have to mobilize at site within 3 days of the issue of LOA.

V. SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Rates of items fixed by RFCL as per Annexure-IV for eatables will remain firm during the Contract period and no escalation will be allowed.
2. The contract gives the contractor a mere license to enter the premises of the guest houses to execute the work awarded. This contract does not confer any financial rights or ownership. The absolute possession & ownership of VIP guest house and International Guest House shall remain with RFCL.
3. All the materials issued by RFCL to the contractor shall be returned by the contractor on expiry/ Termination of the contract and any shortfall or damage due to negligence of the contractor shall be recoverable from him. The recovery of items shall be the original cost of item plus 25% departmental charges.
4. The rooms will be provided to the visitors on chargeable basis at the specified rent fixed by Ramagundam Fertilizers and Chemicals Limited. The contractor will have to make weekly statement of occupancy of guests from Monday to Sunday and submit the same to RFCL's Engineer In – Charge.

In case of company's guests, he shall have to submit a copy of approval along with the statement of occupancy of the rooms. The room rent collected from the occupants from Monday to Sunday shall

have to be deposited with F&A Department / Bank in RFCL account after verification by Engineer In-charge on the following Tuesday. In case, rent so collected during a week is less than Rs. 1000.00, the same will be deposited with room collected in subsequent week.

In case the rent received is not deposited within two working days after Sunday, the penalty @ **Rs.100/-per day** from third day onwards will be imposed and recovered from the contractor. For delay on administrative grounds on the part of RFCL in getting the rent from the official guests or verifying the rent, no penalty will be imposed on the contractor.

The contractor or his authorized Supervisor shall report to the Engineer in-charge Guest House/ senior officer daily at 9.00 AM and 9.00 PM. Supervisor can take help or any guideline at any time daily from Engineer in-charge of Guest house /Senior officer.

5. The reservation of rooms for the Guests will be done by the Engineer In-charge of Guest Houses and the contractor shall not allow any visitor/Guest to stay in the Guest House unless permitted by Engineer In-charge.
6. The contractor shall ensure that the food items served in the VIP Guest house and International Guest House are hygienically prepared and only permissible food colours and edible oils as approved by Ramagundam Fertilizers and Chemicals Limited are used.
7. The contractor shall allow the Food Inspector to inspect the food items as per the provisions of the Food Adulteration Act.
8. The Iron & washing expenses of the linen shall be borne by the contractor. He shall not use electricity for cooking purpose except for toasters, electric kettle, baking oven and cooking range in the VIP Guest house and International Guest House. The contractor shall use only commercial gas cylinders for cooking.
9. The contractor shall have to keep the guest houses open on all days including (Sundays & holidays) between 05.30 hours to 23.30 hours. At night, one Attendant shall remain on duty to attend the guests. However, in case of requirement, the contractor shall provide the services of Guest Houses on round the clock basis.
10. The contractor shall make their own residential arrangement for their working staff and Supervisor. At night one Attendant shall be kept on duty to attend the guests in VIP Guest house and also at International Guest House as per requirement. The contractor Supervisor and his Cook shall stay in near to RFCL Township to meet any exigency of work to manage guest houses on round the clock basis.

RFCL will provide suitable accommodation if available to the contractor as per requirement in RFCL Township on chargeable basis as per RFCL rules.

11. NORMS OF BEHAVIOUR:

- a) The contractor or his Supervisor shall inspect all rooms daily and report in writing to the Engineer In-charge of guest houses.
- b) No employee of contractor will use any of the rooms for eating / sleeping/ bathing etc.
- c) AC / Desert cooler will not be switched on till the occupancy of the rooms.
- d) Only Guests/Occupants of Guest House shall be allowed to take food in the guest house. The Management may permit other employees to take meals, if required.
- e) No hard drinks will be served in the VIP Guest House & International Guest House premises.
- f) All unoccupied rooms shall be kept locked after daily sweeping and cleaning.
- g) The behavior of the Supervisor and deployed staff should be humorous and decent in all respects.

- h) The Contractor shall remove all his material and workmen from RFCL premises on Completion / termination of the contract. It is the term of the contract that it shall be total responsibility of the contractor to clear the premises after the completion of the job. If the contractor stays on the premises thereafter, he shall be deemed to be a trespasser and in addition he will be liable to pay to the RFCL a sum of **Rs. 1000/- per day as penalty**.
- i) The contractor will not erect any kind of structure in the guest house(s) premises without the prior consent in writing of the RFCL. Any such structure on expiry of the contract or sooner termination of the contract become the property of RFCL without payment of any compensation.
- j) The contractor shall ensure that the staff engaged by him are medically fit and shall keep with him a certificate to the effect that all his employees have been medically examined and found fit. The contractor shall submit medical fitness certificate of all recruited staff including Cook and Supervisor issued by Doctor six monthly and before placement or start of the contract at site to the Engineer in-charge of guest house. RFCL Doctor may examine Contractor's employees any time and those declared unfit shall be replaced by the contractor immediately.
- k) The contractor shall ensure that the persons appointed for services in the premises of Guest Houses do not suffer from any legal disqualification from service by reason of their age or any law/ statute in force from time to time or any other reasons whatsoever and has to submit the certificate of police verification of all staff members including supervisor and cooks to the Engineer in-charge of guest houses before start of contract and before placement of new staff member at site.
- l) On completion / termination of Contract, the contractor will return all furniture / furnishings etc. provided by RFCL in good conditions. In case of default their price as determined by RFCL plus 25% departmental charges payable by the contractor shall be recovered from his bills etc. Normal wear & tear is excluded.
- m) The contractor shall ensure that there is no service complaints from the guests staying in the Guest House(s) in respect of quality, quantity or services provided by the Contractor.
- n) All food material prepared and supplied by the contractor in the VIP Guest house and International Guest House shall be wholesome and of good quality. Any authorized representative of RFCL shall be entitled to inspect the Guest House & kitchen or the place where meals, snacks etc. are prepared and shall also be entitled to inspect food articles & raw material to be used for the aforesaid purpose. In case, RFCL rejects the raw material procured by the contractor, the contractor will not prepare food, items out of the rejected raw materials.

In case the food items are of inferior quality or the rates higher than that specified in the menu have been charged by the contractor or rejected raw material is used, the contractor will be liable for a penalty of Rs. 500/- for first default and for subsequent default he will be liable for penalty of Rs.1000/- for each default.
- o) For each non-compliance of instructions like non providing soap, towels, crockery, utensils etc, to the guests and not keeping the premises clean, non-submission of occupancy position of Guest House to Engineer In-charge of guest house, Rs.200/- shall be imposed as penalty. For each major faults like misconduct, not observing the norms of behavior under clause 15 of Scope of work, recurrence of minor faults, disobedience or refusing to provide food or service on order or provide substandard food, not wearing prescribed uniform etc, a minimum penalty of Rs.500/- may be imposed on the contractor. However, Engineer In-charge reserve its right to levy penalty up to Rs.1000/- per default keeping in view the nature of defaults like charging different rates from persons which have not been specified by RFCL and allowing guest in Guest Houses without entry in Guest House Registers etc.

- p) The Service provider shall not be entitled to serve pre-cooked food items purchased from outside vendor unless authorized by RFCL.
- q) The Service provider shall maintain quality and quantity in respect of the menu served in the canteen. In the event of any dispute with regard to the quantity and quality of the menu, proportionate deduction shall be made by Engineer-Incharge of RFCL and his decision shall be final and binding on both the parties.
- r) Caustic Soda and tastemaker like ajinomoto etc. should not be used in the preparation of food items including banned/prohibited items.
- s) RFCL has the right to fix the menu and no new item shall be introduced in the menu without prior permission of RFCL in writing.
- t) The raw-materials used for preparation shall be of BIS/Agmark quality only. RFCL reserves the right to check the quality in any approved laboratory at any time. In case the material/stuff is found to be sub-standard quality, RFCL reserves the right to impose penalty on the service provider with an assurance of proper quality standard by them and in case of repeated instances of substandard quality, even terminate the contract by giving 15 days' notice.
- u) In case of misconduct of serious nature or the services have not been satisfactory or any other noncompliance of terms of NIT, RFCL Engineer In-charge may levy a penalty of Rs. 1,000/- to 5,000/- keeping in view of the misconduct or noncompliance. Total penalty on non-compliance of the contract shall be imposed max. of 10% of the contract value.
- v) Keeping in view the requirements of VIP Guest House and International Guest House and for smooth running of both the guest houses, the contractor shall deploy following manpower as minimum on daily basis including off days / holidays:

Supervisor-cum-receptionist	2 Nos
Head Cook	3 Nos.
Cook	2 Nos.
Helpers/Room Attendants	7 Nos.
Cleaners / Safai Karamcharis	4 Nos.

The above manpower will be deployed in shifts / general shifts on daily basis including off days / holidays as per requirement and will be inclusive of reliever for giving weekly off days to them.

The qualification and experience of the manpower to be deployed by the contractor shall be as under:

Sr.	Particulars	Specifications
1	Supervisor-cum receptionist	Supervisor shall be young, cheery personality, smart, educated, competent & Minimum Graduate pass and having a good knowledge in speaking & writing of Hindi and English. He must have minimum one year's working experience in a reputed Hotel/ Guest House/Canteen.
2	Providing Cooking for Breakfast, Lunch, Dinner	Head Cook shall be adequate experienced having experience in cooking all Indian food (Veg. and Non Veg).
3		Other Cooks shall be experienced in cooking all Indian food (Veg. and Non Veg) and will assist the Head cooks in food preparation.
4	Providing Services for Room	Room Attendants shall be experienced/trained staff for providing catering services, dusting and cleaning of all furniture items in the premises of both Guest Houses. The attendant shall also help the cooks in preparation of food items.
5	Cleaning of rooms, Dining room etc. & all premises of Guest Houses	Cleaner / Safai Karamcharis shall be dedicated to clean all the rooms and premises of VIP Guest House and International Guest House twice a day.

The cooking, cleaning & house-keeping shall be to the satisfaction of Engineer-In-charge.

Note:-

- 1) RFCL reserves the right to relax the qualification of staff recruited by contractor and same shall be final & binding on the contractor.
- 2) "Any bid received with its quoted value less than the amount equivalent to (monthly minimum wages & statutory allowances of the No. persons to be deployed as per clause. V11.v + Standard deductions from RA Bill payment), will be liable to rejected".

As per GOI MO No.-1/38/(1)/2018-LS-II, dated 28.09.2018 the Minimum daily wages of skilled are Rs. 527, Semi Skilled Rs. 437 & Unskilled are Rs. 373 as indicated in Annexure – V A.

- 3) The contractor has to ensure the minimum working staff as mentioned above. In case minimum staff are not available, in that case following penalty shall be imposed on the contractor and shall be deducted from the running bill(s):-

Designation	Penalty (Rs.) per day per staff
Supervisor	500.00
Head Cook	400.00
Cook	350.00
Other working staff	250.00

VI. GENERAL TERMS & CONDITIONS

1. Interested Bidder, after studying all the tender documents carefully, may also see the job physically at site and obtain necessary clarifications, if any, before submitting their Bids obtain necessary clarifications, if any, in writing before tendering. The Bidder should satisfy himself with the site conditions prevailing at the place of work. No claim on ground of want of knowledge in this respect will be entertained. No claim for extra charges consequent upon any misunderstanding or otherwise will be allowed.
2. The following Bids will be liable to summary rejection:
 - 2.1 Bids submitted by Bidder who resort to canvassing.
 - 2.2 Bids, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 2.3 Bids not accompanying the required details / Earnest Money etc.
 - 2.4 Bids received late / delayed.
 - 2.5 Bids, which contain uncalled for remarks or any alternative additional conditions.
3. If the Bidder has relations whether by blood or otherwise with any of the employees of the RFCL, the Bidder must disclose the relations in the Form of declaration attached, at the time of the submission of Tender failing which RFCL shall reserve the has right to reject the tender or rescind the contract.
4. **Quantum of Job:** The estimation of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the Guest Houses. The rates shall remain firm for the increased or decreased quantities. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.

5. **Validity of Contract:**

- 5.1 The contract shall remain valid for a period of one year reckoned from Zero date.
- 5.2 The contract can further be extended for a period of 3 (Three) months on same rate and terms and conditions of contract, at the discretion of RFCL.

6. **Escalation in Rates:**

- 6.1 The rates quoted by the Bidder will be firm during the Contract period including extension (if any) and will not subject to escalation/de-escalation irrespective of any increase what so ever, except any increase in minimum wages as directed by the Govt. of India (after notification of the GOI). The escalation in wages, if any, will be reimbursed as per Annexure-V A.

Minimum Wages in Annexure-V A have been considered as per order no.-1/38/(1)/2018-LS-II issued from the office of The Chief Labour Commissioner Central, New Delhi dated 28.09.2018

- 6.2 It shall be duty of the Contractor to pay the Minimum Wages to its employees as specified by the Govt. from time to time.

7. **Earnest Money Deposit:**

The Bidder should make a deposit of **Rs. 50,000.00 (Rupees Fifty thousand only)** as Earnest Money Deposit in the form of an **A/c. Payee Demand Draft, drawn on State Bank of India in favour of "Ramagundam Fertilizers and Chemicals Limited" payable at New Delhi.**

Earnest money shall not be accepted in any form other than specified above. **Earnest Money and Tender Fees should accompany the tender in a separate envelope without which tender will not be opened and it will be considered as rejected.**

Bidders registered prior to bid submission due date under National Small Scale Industries/MSME are exempted from submission of E.M.D., subjected to submission of relevant certificate from concerned Authority (MSMED), along with Tender Documents. Further, they have to submit Udyog Aadhar Memorandum Number as detailed below:

"Public Procurement Division of Department of Expenditure of Ministry of Finance, vide Office Memorandum No. F.5/4/2018-PPD dated 28.02.2018, has made the declaration of Udyog Aadhar Memorandum(UAM) Number by the MSME vendors from 01.04.2018".

The bidders who fail to submit UAM Number shall not be able to avail benefits available to MSES as contained in Public Procurement Policy for MSES Order,2012 issued by MSME for tenders invited electronically through CPPP.

RFCL will return the earnest money, where applicable, to every unsuccessful Bidder after the finalization of award of work. No interest shall be paid on the said earnest money deposit.

8. **Initial Security Deposit:**

- 8.1 The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- 8.2 **Initial Security Deposit (ISD) shall be 2.5 %** of the Contract Value which is required to be deposited within 15 days of the receipt of the letter of acceptance by the successful tenderer. EMD can be adjusted against SD
- 8.3 Security Deposit (S.D.) @ 7.5% of the bill value shall be deducted from the Running Bill of the Contractor so as to make the total recovery for Security Deposit @ 10% (including I.S.D. & E.M.D.) of the gross value of work done. E.M.D. shall be considered as part of the S.D. Alternatively, Bank Guarantee towards Security Deposit from any Nationalized / Scheduled Bank except Gramin or Co-operative Bank may be submitted for 10% of the contract value.

- 8.4 Bank Guarantee towards Security Deposit shall be valid till the expiry of Contract period + three months claim period.
- 8.5 Any amount recoverable from the contractor shall be deducted from security deposit
- 8.6 The Security Deposit / Bank Guarantee shall be refunded after three months and after expiry of Defect Liability and on submission of NO CLAIM/NO DUES Certificate in this regard. No interest shall be paid on E.M.D., I.S.D. and S.D.
9. **Terms of Payment:** Payment of monthly R.A bills shall be made through Electronic Mode after making necessary recoveries for Income Tax, GST, TDS etc as applicable as per Terms & Conditions of NIT, after satisfactory completion of the work as per scope and submission of bill.
- Such payments will be made in full within 30 days of receipt of bill complete in all respects. The following information may be furnished along with the Tender
- 9.1 Acceptance for release of payment by ECS / EFT from our Bank.
- 9.2 The details of Bidder Account Number, Name, Address, Branch, Branch Code, RTGS Code & MICR Number of the Bidder Bank as per Annexure -X
- 9.3 Income Tax Permanent Account Number (I-Tax PAN): The Bidder shall mention Permanent Account Number (PAN) allotted by the Income Tax Authorities in his Tender.
10. **BANK GUARANTEE:**
- The contractor shall have to submit a Bank Guarantee of Rs. 1,00,000/- (Rs. One Lakh only) for the contract period from any Nationalized / Scheduled Bank except Gramin or Co-operative Bank as Security towards the safe custody of material provided by RFCL as per the Stock Register.
- The Bank Guarantee will be valid for till the expiry of Contract Period + Three months claim period thereafter.
11. Statutory deduction on account of Income Tax / GST, TDS & other Taxes on Works Contracts shall be made from the bill of the Bidder at the prevailing rates, as per Income Tax Laws / Other Tax Laws prevalent at the time of release of payment to the Bidder.
12. **Goods & Services Tax:** will be as per attached Annexure-VIII
13. **Measurement and Billing:**
- The Contractor will submit a Running Bill in approved Performa in duplicate in every month 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 self-attested documents and all other documents to comply with the statutory requirement.
- Copy of the PF challan along-with copy of the ECR with respect to PF deposit
 - Copy of ESI Challan & its payment receipt
 - Copy of the payment of wages to staff through bank. Cash Payment of wages to manpower is not allowed.
 - Certificate certifying that he has complied with all laws and statutory rules/regulations pertaining to employment and payment of workers under this contract

14. **FINAL BILL:**

Final bill including following documents shall be submitted by contractor within 30 days from the certified date of completion of the work:

- a) Final bill of quantities and rates in the Performa.
- b) Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.
- c) Only completion certificate is to be issued after completion of work & final completion certificate is to be issued after defect liability is over.
- d) All claims or reimbursements pursuant to the contract including "No claim certificate" shall be given on firm letter head.
- e) No dues certification for facilities provided by RFCL to the contractor.
- f) Copy of PF/ESI challan and to be deposited the same for the period of work
- g) Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.
- h) No further claim for payment of any kind whatsoever shall be made by contractor after submission of the final bill. If made such claims shall not be entertained.
- i) Bank Mandate Form – Annexure -X
- j) 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.

15. **Sub-Contracting:** Sub-Contracting of the job is/will not be allowed.

16. If the **Contractor** fails to fulfill his obligations under the contract, RFCL shall have the right to get the work done by the agency other than the Contractor, at the Risk and Cost of the Contractor, till the expiry of the period of the contract.

17. **Termination of Contract:** If the Contractor is unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also **terminate the contract after giving a 10 (Ten) days' notice in writing**, if in its opinion; the work under the contract is not being done to its satisfaction if:

17.1 At any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 10 days from the Engineer In-Charge, **or**

17.2 If the Contractor persistently disregards the instructions of Engineer In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing given to him by the Engineer In-Charge, **or**

17.3 If the Contractor obtains the contract with RFCL as a result of ring tendering or other non-bonafide methods of competitive tendering, **or**

17.4 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**

17.5 If the Contractor abandons the contract.

17.6 If the Contractor becomes bankrupt / insolvent.

17.7 Default in monthly wages to its employees.

- 17.8 In the event of theft or untoward incident happened due to act of contractor and/or its employees.
- 17.9 Contractor dose not raise monthly bills in time.
- 17.10 Failure in timely deposit of amount with RFCL, collected on account of rent charges.
- 17.11 If the contractor defaults in payment of wages deposit or PF & ESI deposit or both of its employees for continuous period of two months.

RFCL shall have right to get the leftover job done by alternative agencies at the **Risk & Cost of the Contractor** besides other legal remedies available to it.

18. **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 Engineer 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 Engineer In-Charge whose decision shall be final and binding. The decision of the Engineer In-Charge of Ramagundam Fertilizers & Chemical Limited shall be final in regard to all matters relating to this tender including for determining the category of work with reference to material of an item not mentioned in the Scope of Work.
19. The Contractor may employ such employees / labourers, as he may think fit. Such employees would be employees of the Contractor for all-purpose whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations that may be in force from time to time concerning the employment or service conditions of its employees.

If under any eventuality whatsoever, RFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever, and called upon to make payment on that account, the Contractor shall reimburse RFCL for the same as also any other expenses, costs & charges incurred by RFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. RFCL shall be entitled to claim damages or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.
20. **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.
21. The contractor shall appoint healthy and fit person for the execution of the contract. The appointed person shall be the employees of the Contractor for all purposes whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. If, under any circumstances whatsoever, RFCL is held responsible to the employees of the contractor in respect of any matter, Contractor shall reimburse the amount to RFCL spent by RFCL on the contractor employee(s). Any other expenses incurred by RFCL as a result of any claim, RFCL shall be entitled to claim/demand compensation from contractor in that event.
22. The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It is understood by the Contractor that in the event of any losses/damages caused to the owner

due to the reasons whatsoever within his control and the same losses/damages are proved, the Contractor shall make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be apart from other claims/damages to which the owner is entitled under the contract or in the course of law.

23. Contractor shall ensure that the work is carried out efficiently. The person appointed by the contractor should not loiter around, sit idle or sleep in the premises. They shall not smoke inside the premises and shall not be under the influence of intoxicating drinks or drugs while on duty within the premises.
24. The contractor shall make his own arrangement for housing his workmen. The contractor shall make their own residential arrangement for their working staff and supervisor. At night one attendant shall be kept on duty to attend the guest in International Guest House and also at VIP Guest House as per requirement. The contractor supervisor and his cook shall stay in near to RFCL Town ship to meet any exigency of work to manage guest house round the clock. RFCL may provide suitable accommodation to the contractor as per requirement in RFCL Town ship if available on chargeable basis as per RFCL Rules. No land/tenement within property of RFCL Ramagundam shall be made available to the contractor.
25. **Loss to Guest House during Execution:** Any damage or loss caused to the Guest House & its installations etc., during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.
26. The Contractor shall pay the wages to the workmen directly without the intervention of any *Jamadars* or *Thekedars* and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by *Jamadars* from the wages of workmen.
27. The Contractor shall ensure that the payment of the minimum wages to the labourers, specified/notified by the Government of India from time to time through direct credit in their bank accounts by 7th of the following month and payment 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 labourers 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.
28. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
29. In case contractor fails to submit the supporting documents pertaining to statutory payments of contract workers along-with the bill, an amount equivalent to 40% of the billed amount pertaining to labour component may be withheld to take care of fulfilment of statutory requirements such as PF, ESI, Bonus, Leave payment etc on behalf of the contractor. Further wherever contractor fails to pay the wages to its workers, RFCL reserves the 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 and above the amount paid by RFCL.
30. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
31. The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. 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, he will

also indemnify RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

32. The RFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. RFCL under the Contract will recover any other expenditure, incurred by RFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
33. In case of RFCL has to incur any expenditure for any default by contractor or his employees in defending itself from any suit or otherwise against it where RFCL is also made a party as Principal Employer, the amount incurred along with any penalty/fine, any payments, legal charges will be recovered from the contractor's bills/security deposit etc.
34. Any act on the part of the contractor or his employee(s) which will be prejudice to the reputation of RFCL, shall constitute grave breach of conditions of the contract and shall render the contract liable for termination within a period of 48 hours' notice. In such an event the security deposit held by the RFCL shall be forfeited. 24. The contractor shall ensure that all steps be taken towards ensuring safety from fires, etc. and follow all instructions regarding safety issues decided by the management from time to time
35. The Contractor shall indemnify and keep indemnified the RFCL against all losses and claims for injuries or damages to any person or property of RFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
36. The Contractor shall at all times keep the RFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act regulating the employment of labour by the Contractor.
37. The Contractor shall discharge all obligations under the Labour Laws, including Minimum Wages Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, PF Act, etc. In case it is notified that the contractor is not fulfilling his obligations to his employees engaged in performing the duties as per our contract, in accordance with the Labour Laws in vogue, RFCL will have the right to deduct payment from his running bills to meet the statutory requirements of Labour Laws for payment of dues etc. to his employees/statutory bodies.
38. "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".
39. **Alterations, Omissions, Additions Or Substitutions of Work if applicable:**
 - 39.1. 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 the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, 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 conditions in all respects on which he has agreed to do the main work.

- 39.2. If the rates for 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 rates as per specifications in the rate contract for that work.
- 39.3. In the event the extra or substituted items of the work does not fall in the category as above, the cost will be calculated on the basis of actual Labour and consumable material utilized for the job. The quoted rates will be inclusive of Overheads and Profit. **The Engineer In-Charge will assess the quantum of Labour and consumable material used; 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.**
- 39.4. In case, the Contractor fails to do, RFCL will have the option **to get the work done through another agency at the Contractor's Risk and Cost, as per Clause No. 17 of General Terms & Conditions.**
40. **Conciliation & Arbitration:**
- 41.1 "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 contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Chief Executive Officer, Ramagundam Fertilizers & Chemicals Ltd. or his/her nominee.
- 41.2 The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.
- 41.3 The contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of RFCL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.
- 41.4 If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."
- 41.5 "Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration and the award made in pursuance thereof shall be final and binding on both the parties."
41. **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of **War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties 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 dispatch 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**

three months, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

42. **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.
43. **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract, it shall be only the court of competent jurisdiction at **Ramagundam / Peddapalli** alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the **Jurisdiction of the Courts at Ramagundam / Peddapalli (Telangana) only.**
44. **Agreement:** The successful bidder shall have to **execute an Agreement** with Ramagundam Fertilizers & Chemicals Limited, **on a non-judicial stamp paper of Rs. 200.00 at Ramagundam, within 10 (Ten) days of date of issue of Letter of acceptance or start of work whichever is earlier.** The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL.

The Contractor's responsibility under this Contract will commence from the date of issue of the Letter of acceptance. The Tender Documents, Other Documents exchanged between the bidder and RFCL and the Letter of Acceptance shall constitute the Contract.

MENU & RATES FIXED BY RFCL FOR THE GUEST HOUSES

	Description of Items	Rates
1	Tea 60 ML	10.00
2	Evening Tea (one cup tea and biscuits) 60 ML	15.00
3	Coffee 60 ML	15.00
4	Juice fresh or tinned/Cold Drink/Soda/Bisleri	On MRP
5	Dahi Lassi / Butter Milk (200 ML)	20.00
6	Milk (250 ML)	15.00
7	Corn Flakes with milk	25.00
8	Masala Dosa with Sambar & chutney	30.00
9	Plain Dosa with Sambar & chutney	20.00
10	Uthappam with chutney (80 gm)	30.00
11	Onion Dosa	30.00
12	Sambar Vada	20.00
13	Idly with chatni (80 gm)	20.00
14	Dahi Vada	30.00
15	Soup (Veg) 100 ML	15.00
16	Pea nut Masala	30.00
17	Egg Bhurgi /Egg omelet of two eggs	30.00
18	Vegetable Sandwich / Cheese Sandwich	30.00

Vegetable Snacks (Per Plate)

1	Papad (1 No.)	5.00
2	Masala Papad (1 Pc)	20.00
3	Onion / Veg / Mirchi Pakora /Potato finger (200 gms)	20.00
4	Finger Chips (100 gm)	30.00
5	Veg. cutlets (2 Pcs)	20.00
6	Paneer Pakora (150 gms)	30.00
7	Namkeen (Mixture) / chips	On MRP
8	Samosa (80 Gm)	10.00

Non Veg. Snacks (Per Plate)

1	Fish Fingers / mutton tikka (150 gms)	50.00
2	Fish Fry (200 gm)	60.00
3	Fish Cutlet (100 gm)	60.00
4	Chicken roasted (Plate of 1/4 chicken)	60.00
5	Chicken curry per plate (4 pcs.)	50.00
6	Chicken 65 (100 Gm)	50.00
7	Chili Chicken (100 Gm)	50.00
8	Mutton curry per plate (4 pcs.)	75.00
9	Boiled Egg (1 Pc)	10.00
5	Egg Curry (2 eggs per plate)	30.00

BREAKFAST

1	4 Bread Slice (Toasted) with Butter, Jam, 2 Egg Omelet OR 4 Bread Slice (Toasted) with Butter, 2 Veg. Cutlets, Sauce OR 2 Stuffed Parantha with 100 gm. Curd, Sauce 4 Poori with Chhole curry / Aloo curry	35.00
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LUNCH/DINNER

M-1	ORDINARY LUNCH/DINNER Salad, Rice, Dal/Rajmah, two Seasonal Vegetables dish / curry, Curd (100 gms), Papad, Chapati, pickle	60.00
M-2	OFFICIAL LUNCH/DINNER Shahi Paneer/Malai Kofta, Dal/Chhole/ Rajmah, two Seasonal Vegetables dish / curry, Dahi/Raita, rice pickle Salad, Papad, Chapati, Sweet dish (Gulab Jamun / Kheer/Laddu / Custard/ Ice-cream)	80.00
M-3	PARTY MENU (Veg) Veg. Soup, Shahi Paneer/Malai Kofta, Dal/Rajmah, two Seasonal Vegetable Dish, Dahi/Raita, Basmati Rice Pullou, Green Salad, Papad, , Chapati, Pickle, Ice-Cream (50 ML), Sweet Dish (Gulab Jamun / Kheer/Laddu / Custard).	110.00
M-4	PARTY MENU (Non-Veg) Veg. Soup, Chicken / Fish Curry, Dal, Dahi/Raita, one Seasonal Vegetable Dish / curry, Basmati Rice Pullou, Green Salad, Papad, Chapati, Pickle, Ice-Cream (50 ML), Sweet Dish (Gulab Jamun / Kheer/Laddu / Custard.M3 Menu with Non Veg. item	130.00
M-5	PARTY MENU (Non-Veg) Veg. Soup, Mutton curry, Dal, Dahi/Raita, one Seasonal Vegetable Dish / curry, Basmati Rice Pullou, Green Salad, Papad, Chapati, , Pickle, Ice-Cream (50 ML), Sweet Dish (Gulab Jamun / Kheer/Laddu / Custard)	160.00
M-6	Continental LUNCH/DINNER	150.00

OTHER ITEMS LUNCH/DINNER

1	Vegetable curry	30.00
2	Sweet dish (on demand)	On MRP
3	Plain Rice per plate	20.00
4	Dal (100 ML)	20.00
5	Curd (100 gm)	10.00
6	Fruit (on demand)	On MRP
7	Stuffed Shimla Mirch / Tomato (2 pcs/plate)	25.00
8	Shahi Paneer / Malai Kofta (2 pcs per plate)	30.00
9	Mushroom Curry (150 gms per plate)	50.00
10	Coconut Water (100 ml)	20.00
11	Green Salad (Plate)	20.00
12	Fruit Salad (Plate)	30.00
13	Coconut Water (1 Glass)	20.00
14	Kaju Fried	MRP
15	Chikodi (200 Gm)	30.00
16	Fruit Salad	50.00

DECLARATION-FORM-I

Ref. No;

Dated:

To,

Dy. General Manager (Mechanical)

Ramagundam Fertilizers & Chemical Ltd.

Ramagundam (TS)

Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of **“ARC for upkeep of VIP Guest House and International Guest House at RFCL, Ramagundam (Telangana)”** at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers & Chemical Ltd. and hereby bind myself/ourselves to complete the work schedule and progress of work.

I / We **further** agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

I / We agree to accept payment by ECS / EFT. The details of my Bank A/c No. are as under:

Name of the Beneficiary _____
 A/c No. _____
 Name & Address of the Branch: _____
 Branch Code: _____
 IFSC Code _____

In case of acceptance of the Tender by the **Ramagundam Fertilizers & Chemicals Limited**, I / We find myself / ourselves to execute the contract as per the conditions mentioned in the tender document, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with the **Ramagundam Fertilizers & Chemicals Limited**.

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____

Date: _____

Formula=Billed Amount per month * 0.85 *Wt.avg. factor

For example- Calculation of Minimum Wages Impact							
S.No.	Category	old rate (Rs./day)	New rate (Rs./day)	Difference (Rs/day)	Proportion factor (Rs.)	Man Power 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	Unskilled	370	373	3	0.0081	11	0.0892
5				Total	0.0269	18	0.1556
6	Wt.avg factor (G5/F5)						0.0086

Note:

Minimum Wages above have been considered as per order issued from the office of The Chief Labour Commissioner Central, New Delhi dated 28.09.2018.

DECLARATION FORM-II

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

Sr.	Description			
1.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
3.	ESIC Registration No. of the Contractor to be intimated along with Documentary proof thereof.			
4.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.			
5	Goods & Service Tax Registration No. (Documentary proof to be attached)			

Signature of the Contractor/ Bidder with SEAL

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____

BIDDER'S INFORMATION FORM

The offer against the subject job shall be submitted by the Contractors/Firms/Companies along with the following information /documents complete in all aspects: -

1	Name of Applicant/Firm/Company	
2	Complete Address	
3	Company Profile:	✓ Please Tick
A	i) Private Limited Company	
	ii) Un-divided Hindu Family/Individual/Proprietor	
	iii) Partnership Firm (Please attach certified copy of partnership deeds/articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).	
B	Year of Establishment	

**Signature of authorized person of the Firm/Company
with seal**

STATEMENT FOR DETAILS OF GST

Whether bidders are registered or unregistered.	REGISTERED / UNREGISTERED		
If registered, Please mention your GST Registration Number			
SAC Code			
Rate of GST applicable on the quoted rates (Strikeout whichever is not applicable)	IGST %	SGST %	CGST %

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.

We will deposit GST amount payable and also file GST returns regularly and also will submit documentary evidence to RFCL from time to time. If we failed to deposit the tax and not provide proof, then RFCL will recover GST re-imburement/paid to us.

(SIGNATURE OF BIDDER)

Name _____

Date _____

Place _____

SCHEDULE OF RATES (PRICE BID)

Sr.	Description of Job/Operation	Months	Rate (Rs.)	Amount (Rs.)
1.	Lump-sum monthly charges for providing catering services, day to day management and upkeep of VIP Guest House & International Guest House as per Clause No. V.11.v of Special Terms and Conditions of Contract and as per of Scope of work	12		

(Rupees in words _____)

Notes:

1. The Bidder shall quote Single Rate against each item and not the multiple rates in the Schedule of Rates. Any Tender with the multiple rates quoted will be summarily rejected.
2. If, in price structure quoted for the required goods, there is discrepancy between the unit price (which is obtained by multiplying the unit price by quantity), the unit price shall prevail, and the total price corrected accordingly.
3. The rates quoted should be indicated both in words as well as figures. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted.
4. The Rates quoted should be inclusive of all Taxes, Duties, Royalties and other Statutory Levies to be payable **but excluding Goods & Service Tax (GST)**.
5. Goods & Service Tax (GST): will be reimbursed against Tax Invoice as per GST rules.

(SIGNATURE OF BIDDER WITH STAMP)

Name _____

Date _____

Address _____

E-BANKING MANDATE FORM

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

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

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:

Date:

Signature of authorized officer of the Bank