

**RAMAGUNDAM FERTILIZERS & CHEMICAL LIMITED
RAMAGUNDAM**

Tender No.: RFCL /SITE-Tender/Civil/2020/01

Date: 14.05.2020

**Sub.: RATE CONTRACT FOR LANDSCAPE & HORTICULTURE DEVELOPMENT AND MAINTENANCE
WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam.**

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

[Handwritten Signature]



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

CIN No. U24100DL2015PLC276753

Ref. No.: RFCL /SITE-Tender/Civil/2020 /01

Date :14.05.2020

To,

Sub: RATE CONTRACT FOR LANDSCAPE & HORTICULTURE DEVELOPMENT AND MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam.

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

1. Name of Work

"RATE CONTRACT FOR LANDSCAPE & HORTICULTURE DEVELOPMENT AND MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL RAMAGUNDAM.

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 Ramagundam. **Tender received without tender Cost & EMD are likely to be rejected.**

Bidders registered under National Small Scale Industries/MSME are exempted from submission of E.M.D. detailed in GTC Cl. No. 8 & they have to submit Udyog Aadhar Memorandum Number as detailed in STCC CL No. 13.

Tender Cost: Rs.1000.00 (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 21.05.2020 12.30 hr.

Earnest Money: Rs. 1,00,000.00(Rupees One Lakh only)

3. Contract Period

Thirteen months(5months for development and 8 months for maintenance) from the date of issue of Letter of acceptance & extendable for three months at the discretion of RFCL.

4. Validity of the Tender

120 days from the Date of Opening of Tender.

5. Date & Time & Place of Pre-Bid Meeting & site visit

05.06.2020, 3pm at office of GM (construction), RFCL, Ramagundam.

6. Last Date & Time for Receipt of Bids

15.06.2020 upto 3.00 pm

A. Ravi

7. **Date & Time for Opening of Bids** 15.06.2020 upto 3.30 pm
8. **Place of Receipt and Opening of Bids** General Manager (Construction)
Ramagundam Fertilizers & Chemicals Ltd
Technical Building, RFCL Plant
Ramagundam-505210,
District-Peddapalli (Telangana State)
9. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. G. M. (Constructions), RFCL Site, Ramagundam at least 3 (Three) days prior to the closing date of the tender.
10. The rate should be quoted in the Units given in the Schedule of Rates. The amount should be quoted in both in figures as well as words. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
11. 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.
12. **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/MSME Certificate for the subject work
11.2. 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.
11.3. 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 "**RATE CONTRACT FOR LANDSCAPE & HORTICULTURE DEVELOPMENT AND MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam**".
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 tenderers 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.


(H S Kamath)

General Manager (Construction)

E-mail: satishkamath@rfcl.co.in

Mob: 9900814067

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 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" 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 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 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 & Specifications as defined in Clause 6, 8 & 9 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 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. "Working Day" means a day other than a Sunday or a public holiday on which RFCL is open for business.
19. "Week" means a period of any consecutive seven days.
20. 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.

A. Shaukat

ELIGIBILITY CRITERIA**A) Technical criteria**

1. The bidders should have executed at least 1(one) similar Landscape/Horticulture Development and maintenance contract in **Public and/or Private Sector Factories/Office Complexes /Townships/Farm Houses/Commercial Buildings/ Public Parks & Playgrounds/Clubs/Guest Houses/Hotels/Resorts etc** during last 7 years ending on last day of the month previous to the one in which the tenders are invited.
2. "Similar" means Horticulture Works for Development and/or Development with maintenance of Gardens/Planters/Road Medians/Parks/Nurseries etc. involving Grassy Lawns, Plantation of Hedges, Shrubbery & Trees.
3. Experience of having successfully completed similar works (as per A.1 above) during the last seven years ending on last day of the month previous to the one in which the tenders are invited should be either of the following:
 - i. One similar completed work costing each not less than **Rs. 40.95 Lacs** (excluding taxes) (OR)
 - ii. Two similar completed works costing each not less than **Rs. 25.60 Lacs** (excluding taxes). (OR)
 - iii. Three similar completed works costing each not less than **Rs. 20.48 Lacs** (excluding taxes).

B. Financial criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e. 31.03.2019 should be at least **Rs. 15.36Lacs**.

C. Documents to be submitted in support of eligibility criteria

- a. 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 contract period, executed value and date of completion.
- b. Relevant experience is to be taken for one year. If the experience is more than one year than the contract value should be interpolated.
- c. However, if the contract period is less than one year, the executed value will not be interpolated.
- d. Self-attested copies of Audited Financial Statement(Balance sheet & PIL statement) for the last three years (F.Y. 2016-17, 2017-18, 2018-19) in support of Clause B.1.
- e. Copy of Permanent Account Number (PAN).
- f. Copy of GSTIN Registration.
- g. Copy of PF registration issued by the Government Authority.
- h. Copy of ESI Registration.



I. SCOPE OF WORK

Scope of work includes but not limited to the following:

- i) The purpose of this work is that the whole Factory and Township premise (RFCL) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the Factory and Township premises environmental friendly and to make a good impression on the residents, visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the Factory and Township premises in a presentable condition and in above-mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor within a period of 5 months will develop the parks and lawns at open spaces at the Factory and Township premises and then simultaneously maintain all the developed gardens/lawns/parks for a period of 8 months.
- ii) The scope of work consists of Development and maintenance of Grassy lawn, hedges, flowers beds, ornamental / trees/ shrubs and Misc. job linked with development and Maintenance of Floriculture & Horticulture in Township & Factory Area. Any emergent work shall have to be executed by doing the work round the clock and / or after normal general shift (9:00 AM to 5:00 PM) for which nothing extra shall be payable to the contractor for doing the work during such period.
- iii) Contractor to prepare and submit the schematic drawings for the parks to be developed for approval of RFCL before start of work for which nothing extra shall be payable and the charges on account of the same shall be deemed to be included in overall percentage rebate or premium offered by the contractor.
- iv) Development phase:
Contractor needs to complete the all the developmental activities like plantation of shrubs, trees, hedges, development of grassy lawns as per RFCL approved schemes within the stipulated period of 5 months from the date of issue of LOA. The complete maintenance activities of all the plants, shrubs, trees, hedges, grassy lawns etc to keep them alive and in good condition under development period including extension if any granted shall be in the scope of the contractor without any additional cost to RFCL and the charges on account of the same shall be deemed to be included in overall percentage rebate or premium offered by the contractor. Any damage to the saplings under development period shall be replaced with new saplings without any cost implications to the RFCL. PRS as per clause no. 17 of Special terms and conditions of contract shall be levied on the total executed work value for the delay in completion of developmental activities, in case delay in completion of developmental activities is purely due to the reasons attributable to the contractor. Any extension granted for carrying out developmental activities for the reasons either or not attributable to the contractor does not relieve the contractor from carrying out maintenance activities and in any case contractor needs to carry out maintenance of entire developed areas for a period of 8 months after completion of development period including extension if any.

The site without any construction debris/garbage will be handed to the contractor by RFCL.

A. Ananth

- v) Development and Maintenance of Gardens under this contract shall be executed in the following areas: -
- a. Township Main Gate North Side along the Fence,
 - b. Township Park in b/w C-Type in-front of C97-108 and 109- 116 line,
 - c. Township Park in b/w C-Type and India House Area,
 - d. Township Park in b/w C-Type Parking shed area,
 - e. Township Park near D-Type,
 - f. Township Balance Area infront of GM Bungalow,
 - g. Township B-type near Shopping complex,
 - h. Road Median from Shahid Chowk to Railway Gate &
 - i. Avenue plantation,
 - j. Area infront of MCR & Building Planters &
 - k. Any other areas in plant and township as per the directions of the Engineer-in-Charge.

vi) Maintenance phase:

After completion of development period of 5 months plus any time extension granted for the delay in development of the entire areas, contractor shall maintain the entire developed areas for a period of 8 months. The rates quoted shall remain valid for entire execution period including extensions thereof due to delay in completion of development work.

Maintenance of landscapes in RFCL premises as per the directions of Engineer-in-Charge and including the following activities:-

TREES & SHRUBS

- a) Watering of the saplings / trees as required to keep the moisture in the soil around the sapling/trees, as per the directions of the Engineer-in-Charge.
- b) Cleaning of grass, weeds etc. turning up the soil around the saplings / trees and basins making shall be done after every watering as directed by the Engineer-in- charge.
- c) Disposing off the grass, weeds as cleared from the area around the saplings/ trees to the designated place as directed by the Engineer-in-charge.
- d) Pruning of the shrubs / trees shall be done as and when required and as directed by the Engineer-in-charge.
- f) Stacking supporting of the shrubs/ trees shall be done as and when required and as per direction of the Engineer-in-charge.
- g) Applying adequate quantity of good earth farm yard manure and /or chemical fertilizers at appropriate intervals to keep the saplings /trees in good health. Contractor will supply all input materials viz. good earth, farm yard manure, chemical fertilizers etc. Payment for Supply shall be made under pertinent SOR Items.
- h) Applying adequate quantity of approved insecticide herbicide pesticide etc. at specified time / intervals by spraying or by any other mean for keeping the saplings/ trees in good health.

h) Protecting the saplings/ trees from fire, grazing, thefts or any other acts of vandalism.

LAWNS

a. The lawns shall be watered properly and regularly and shall always be kept as green carpet.

b. The lawns to be kept free from unwanted growth / weeds and the same shall be removed along with their roots.

c. The lawns are to be periodically mowed, by hand lawn mower or through electric lawn mower or diesel lawn mower etc. as instructed by Engineer-in-charge. Electricity required for running Lawn mower shall be supplied free of cost by RFCL subject to availability. The lawn grass must be mowed when it attains a height of 2" to 3". If the contractor fails to do so, the same shall be done at the risk and cost of the contractor.

d. The lawns will have to be top dressed with good earth and farmyard manure in required quantities as per the directions of Engineer-in-charge. The farmyard manure, earth, fertilizers will be supplied by Contractor. Payment for Supply shall be made under pertinent SOR Items.

e. The lawns will have to be rolled with lawn mower at regular intervals as per directions of Engineer-in-charge. It is also highlighted that for all lawns falling under the plots of Plant Buildings, Factory areas and other Township open areas, under SOR item no 15.1 & 15.2, all tools & plants shall be arranged by the Contractor. This includes manual / mechanical or diesel/electrical lawn mowers shall be arranged by the contractor. The same may be suitably increased during monsoon, depending up the requirement at site.

f. Grass mowed / cut from the lawn area shall be disposed off at a disposal yard, as directed by the Engineer-in-charge.

HEDGES

a) Watering of hedges as and when required to keep the moisture in the soil, as per the directions of the Engineer-in-charge.

b) Grass / weeds received from turning up of the soil of the hedges shall be disposed off at a disposal yard, after every watering / as per directions of the Engineer-in-charge.

c) The grass weeded / cleared from the hedges along with cutting of hedges, shall be disposed off at a disposal yard as per direction of the Engineer-in-charge.

d) Applying adequate quantity of good earth, farmyard manure and / or chemical fertilizers at appropriate intervals to keep the hedges in good health. The farmyard manure, earth, fertilizers will be supplied by Contractor. Payment for Supply shall be made under pertinent SOR Items.

e) The hedges shall be kept in proper shape by cutting/ trimming as per directions of the Engineer-in-charge.

f) Applying adequate quantity of approved insecticide, herbicide, pesticide etc. as required intervals by spraying or any other mean as required to keep the hedge in good health. Payment for Supply shall be made under pertinent SOR Items.



FLOWER BEDS (PERMANENT AND SEASONAL)

- a) Watering of the saplings as and when required, to keep the adequate moisture in the soil, around the saplings as per directions of the Engineer-in-charge.
- b) Applying adequate quantity of good earth, farm yard manure and / or chemical fertilizers at appropriate intervals to keep the plants in good health.
- vii) The contractor shall maintain consistent operational availability of at least following materials/equipment at all times throughout the contractual period to take up urgent jobs immediately

Sl. No	Name of materials	Quantity(minimum)
1.	Diesel/Electrical operated lawn mower	04 Nos.
2.	Wheel type hand lawn mower	02 Nos.
3.	Diesel/petrol operated portable tree cutting saw	01 Nos.
3.	Hose Pipe	Pipe along with connectors and clamps shall be kept available at all times at required locations.
4.	Spraying pump	05 No.
5.	Spades	05 Nos.
6.	Axe	05 Nos.
7.	Pick Axe	05 Nos.
8.	Electric Hedge sheer	05 Nos.
9.	Khurpies	10 Nos.
10.	Sickles	10 Nos.
11.	Crow bar	10 Nos.
12.	Water sprinkler	10 Nos.

- viii) The contractor shall satisfy himself about the nature of job to be executed by physical inspection of the site of work in RFCL Township as well as Factory Area before offering their quotations. A brief scope of work for each lawn/ park under pertinent SOR Items is described below: -

Sr. No.	Location	Activities
I	All parks inside Factory and Township (Township Main Gate North Side along the Fence, Township Park in b/w C-Type in-front of C97-108 and 109- 116 line, Township Park in b/w C-Type and India House Area, Township Park in b/w C-Type Parking shed area, Township Park in D-Type, Township Balance Area in front of GM Bungalow, Township B-type near Shopping complex etc.)	<ul style="list-style-type: none">❖ New landscape development as per RFCL approved schemes.❖ Maintaining the Garden Features like Tree Plants, flower beds, Cement Pots, Shrubbery along with grassy lawns, hedges, Creepers.
II	Road Median	❖ Landscape Development of 1.5km Long

		Road Median as per RFCL approved schemes and its maintenance.
III	Miscellaneous Works	❖ Plantation of New Tree Plants/shrubs outside Garden limits Areas and their maintenance.

ix) **Deployment of Gardeners(Mali):-**

Contractor shall deploy workers / mali(Gardener) having knowledge of horticulture activities on various sites of lawns in Township & Factory area, as per the instruction of Engineer-in-charge. It will be obligatory on the part of the contractor to deposit P.F. / E.S.I. amount of all the mali(Gardeners) /labour engaged in this job. No extra claim, on this regard shall be entertained.

In case of any emergency, contractor shall also deploy additional Semi Skilled mali/Unskilled Mali/Beldar inside factory/Township area as per the instruction of Engineer-in-charge. Payment shall be made under pertinent SOR Item of Supply of Manpower for miscellaneous works as and when required.

- c) Under any emergency/ requirement, malis can be shifted from the one location / site to another (Township and Factory Area) at the discretion of the Engineer-in-charge. No objection of the contractor shall be entertained.
- d) Contractor shall ensure the deployment of minimum mali(Gardeners) daily, as prescribed below against each area / location. This clause relates to Maintenance Works to be executed under SOR Item No. 14, 15, 16, 17 & 18 of SOQ.

S No.	Location/ Garden Area	Minimum Manpower to be deployed on daily basis for carrying out maintenance activities
1	Factory Area maintenance	1 Mali for every 5000 sqm area
2	Township open spaces maintenance	1 Mali for every 12,000 sqm area
3	Maintenance of Tree outside garden limits	1 mali for each 250 no trees/(up to 4 & up to 3 year Slow & Fast growing group) and 1 mali for each 300 no trees/ (4-8 & 5-6 year Slow & Fast growing group)
4	Maintenance of shrubs Plants outside garden limits	1 mali for every 500no's trees

The minimum number of Mali/Beldar indicated above is minimum and tentative as per the Garden Limit Area/Features. Contractor shall assess the required manpower based on the total area and work specified in the tender document. In case the manpower as specified above are not sufficient for maintenance, contractor shall deploy additional manpower as per the direction of Engineer-in-charge at no additional cost to RFCL.

- x) All malis & Supervisor shall assemble at 8.30 A.M. at the place designated by Engineer-in-charge, for the purpose of ascertaining the nos. of malis present and giving the day-to-day instructions to them. Contractor shall have no reservation in this regard.
- xi) All the Horticulture activities of lawns shall be monitored on weekly basis. In case contractor do not follow up the instructions for execution of lawn mowing / hoeing / cutting of hedges etc. as per the site requirement against the item no. 13.0, 14.0, 15.0, 16.0 & 17.0 of SOQ, then

lumpsum deduction on pro-rata basis (on monthly rate quoted) of affected area shall be made as detailed below as Penalty, for that particular week: -

For Item No. 13.0, 14.0, 15.0, 16.0 & 17.0

- i) Deduction for not mowing the lawn – 10% of quoted rate.
 - ii) Deduction for not hoeing the beds – 10% of quoted rate.
 - iii) Deduction for not trimming of hedges / trees – 10% of quoted rate.
 - iv) Deduction for not cutting side / corner grass – 10% of quoted rates.
 - v) Deduction for not watering the lawn / flower beds/trees/shrubs – 5% of quoted rates.
 - vi) Deduction for not cleaning the lawn – 5% of quoted rates.
 - vii) Deduction for non-arranging lawn mowers at site – 20% of quoted rates of that area.
- xii) Contractor is solely responsible for keeping the all the trees, shrubs, grass, hedges plants, creepers etc in good and healthy condition throughout the period of development and maintenance. Contractor during the period of development and maintenance shall replace all the casualties to trees, shrubs, hedges plants, creepers etc and shall renovate the damaged lawns at no cost to RFCL.

II) RFCL'S SCOPE:

1. Space at site free of cost for office-cum store for carrying out the job as per scope.
2. Temporary LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability.
3. To provide necessary approval of drawings, work permits and isolations as and where required to the contractor.
4. RFCL shall provide Water Supply at Single point for Watering of Gardens subject to availability. **However, Flexible Pipe Hose of required length & Connectors, Clamps, sprinklers etc shall have to be arranged by the Contractor at his own cost.**

III) TIME SCHEDULE:

1. The contract period is 13 months from the date of issue of Letter of Award to the contractor. The first 5 months will be for all the development work and subsequently, 8 months maintenance of the developed areas with all scope mentioned above as per SOR item.
2. Mobilization with Men and Equipment shall be done within 10 (Ten) days of issue of Letter of Acceptance (LOA). However, if the necessity arises Contractor may have to mobilize at site within 3 days of the issue of LOA.

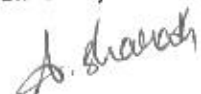
For jobs of critical nature, separate time bound sub-work order will be issued by Engineer In-charge. The Contractor must adhere to such time schedule.

3. 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 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. PRS shall be levied for the extension of time granted for the reasons attributable to the contractor.

A. Bhattacharya

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. RFCL reserves the right to get any other items (which is not covered in the SOR of the contract) of CPWD Schedule of Rates 2018 for Landscaping Works, executed by the Contractor depending on the requirement of Engineer-in charge at the percent (%) above or below Schedule of Rates as quoted by him.
2. The contractor will have to deploy at least 1(One) Supervisor with proper power of attorney / for supervising the work, taking instructions from Engineer-In-Charge. The said supervisor must be able to communicate in either Hindi or English in addition to Telugu. The quoted rates of the Contractor shall be deemed to include the above provisions.
3. RFCL does not guarantee any quantum of work to be executed.
4. The work is to be executed at all heights, depths and levels and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned / applicable.
5. Contractors who will be registered under this contract may have to work round the clock for executing the emergent jobs informed at short notice against job/work orders. Emergent jobs are to be executed at any time round the clock as directed by Engineer-in-Charge and nothing extra shall be payable beyond the quoted/agreed rates on any account.
6. Contractor has to maintain a small Office-cum-Store in the premises area where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. The department will give space for store/site office and the contractor has to construct necessary temporary structures of his own, if required, but contractor will have to vacate the land at the expiry of contract period failing which dues shall not be released.
7. Even though Schedule of Quantities has been provided, but the agency shall **quote % above or below CPWD Schedule of Rates-2018 (Landscaping Works)**. Item-wise Discount/Premium is not permitted. If a bidder quotes item-wise discount or premium, his bid shall be treated as non-responsive and shall be rejected.
8. The agency will work in such a manner, which will not disturb the office environment. Certain jobs shall be carried out at the convenience of RFCL, which can only be executed after office hours and/or on holidays. To carry out these works, agency shall deploy workers at such convenient timings only. Nothing extra shall be payable on account of odd hours of working and/or waiting time for availability of site for work.
9. Contractor shall not employ in connection with the work, any person who has not completed Eighteen (18) years of age.
10. For doing the work anywhere inside RFCL premises the workers, supervisors, shall be required to obtain necessary Gate Passes as per Format approved by RFCL Management. The same shall be required to be renewed from time to time.
11. All consumable, non-consumable materials are to be got entered in the register being maintained by security personnel at the Gates of Guest Houses, Plant & GM Bungalows, Township Gate for which RFCL will issue instructions for their entry at the gate.



12. If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer In charge shall be final and binding on the contractor.
13. 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 Udhog 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.
14. **SPECIFICATIONS OF HORTICULTURE WORK:** - The specification for workmanship and various Schedule Items shall be executed as described in the Central Public Works Department Schedule of Rates & "Specifications for Horticulture and Landscaping" 2018 including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
15. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
16. Contractor shall submit the Computerized Running Account Bills as per the RFCL approved format.
17. **PRICE REDUCTION SCHEDULE**
GTCC 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.
18. GTCC clause no. 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 fulfillment 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.
19. In Clause no. 2 of GTCC service air shall not be provided by RFCL.
20. GTCC Clause no. 1.34.0, 1.9.0(vi) stands deleted.
21. GTCC clause no. 1.22.0 (a) & 1.22.0 (b) is modified as:
The contract period is 13 months from the date of issue of Letter of Award to the contractor. The first 5 months period will be for all the development work and subsequently, 8 months maintenance of the developed areas with all scope mentioned above as per SOR item.

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 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. The extension of contract can be given on the same rates, terms & conditions, however, PRS shall be levied for the extension of time granted for the reasons attributable to the contractor.

Further, if RFCL desires, may extend the contract for a period of three months on the same rates, terms & conditions as per mutual consent. Further extension may be given only in exceptional circumstances based on justification and merit of the case.

22. RFCL may ask any documents if seems necessary like income tax returns etc. while evaluating tender.

A. Shekhar

General Terms and Conditions of Contract

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

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

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

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

1.3.1 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

1.4.0 The Contractor shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Contractor shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.

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

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

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

1.8.0 Earnest Money Deposit:

- a) The Tenderer should make a deposit of Earnest Money and Tender Fees as prescribed in NIT/Tender by an A/C Payees Demand Draft (Separate for both) 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 The kedars 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 VI**).
 - 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.

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- 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(R s./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:

- 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.
- 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
- 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.
- 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.

- Invoice number and date
- Customer name
- Shipping and billing address
- Customer and tax payer GSTIN
- Place of supply
- 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-VIII).

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.

to be done

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-fulfillment 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 fulfillment 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-VII) 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:

Incase 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 Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the

Contract workers including temporary workers engaged at RFCL site (Proforma attached as Annexure "IX"). 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.



As. Secretary

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 Guarantees hereinafter contained towards fulfillment 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 fulfill 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.

A. Shorath

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 upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited, and Bank shall be relieved and discharged from all the liabilities hereunder.
5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. 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)

B. Shorally

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 atand 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 forand whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of

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

NOW THIS DEED WITNESSETH AS FOLLOWS

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

Dated:



FORM OF CONTRACT

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.

S. Srinath

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

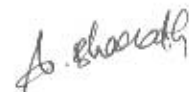
Subject to any provisions in the contract documents to the contrary, any notice or order or communications sought to be served by the contractor on the owner with reference to the contract shall be deemed to have been sufficiently served upon the owner (notwithstanding any enabling provisions under any 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

Witness

1.

1.

2.

2.

A. Chandra

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

Certified that provisions of Contract Labour (Regulation and Abolition Act-970) 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

DECLARATION-FORM-I

Date:

To,

General Manager (C)

Ramagundam Fertilizers & Chemical Ltd.

Fertilizers City, Ramagundam (TS)

District: Peddapalli (Telangana)

Pin Code- 505210

Dear Sir,

I/We hereby submit tender for " **RATE CONTRACT FOR LANDSCAPE & HORTICULTURE DEVELOPMENT AND MAINTENANCE WORKS AT FACTORY & TOWNSHIP AREA, RFCL Ramagundam**" work at Ramagundam fertilizers & 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 (Annexure-XIII) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

I/We hereby agree to abide by and 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. 1,00,000/- (Rs. One Lakh Only) vide Demand Draft No. _____ dated _____ in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam (Not applicable to MSME/NSIC registered as referred in NIT).

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

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

Dated the _____ day of _____ 2020

Signature of Tenderer with Seal Name

&Address: _____

E-Mail Address: _____

Mobile/Telephone No. _____

to Secretary

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.	Name of Applicant/Firm/Company										
2.	Complete Address along with Contact Person name, mobile number and Email Id										
3.	Company Profile										
i)	Public Limited/Private Limited Company/ Undivided Hindu Family/Individual/ Partnership Firm/Co-operative Society/LLP/Others (Please mention)										
	(Please attach duly attested partnership deed(latest) by Notary public/Self attested firm registration copy /Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).										
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.	<table border="1"> <thead> <tr> <th colspan="3">YES / NO (If Yes, give the following details)</th></tr> <tr> <th>Name & Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	YES / NO (If Yes, give the following details)			Name & Designation of the Employee	Place of Posting	Relation with the Employee			
YES / NO (If Yes, give the following details)											
Name & Designation of the Employee	Place of Posting	Relation with the Employee									
6.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.										
7.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.										
8.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-										
9.	GST Registration No. with Documentary Proof.										

10	Service Accounting Code No.			
11	Rate of GST applicable on the quoted rates	IGST ___%	CGST ___%	SGST ___%
12	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	Agreed		
13	ESI Registration No. of the Contract or 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	<p>Labour License No. of the bidder to be intimated along with Documentary proof thereof. If the bidder does not have labour license, then the bidder shall submit undertaking on their letter head regarding Labour License, as per the following format.</p> <p>The bidder shall submit undertaking regarding Labour License, as per the following format</p> <p>"In case this job is awarded to us i.e. M/s _____, we shall obtain Labour License from the appropriate Licensing Authorities i.e Central / State Government, as applicable from time to time, under the Contract Labour (R & A) Act, 1970 & the rules enacted there under and submit a copy of the same to RFCL, Ramagundam before start of execution of contract work in RFCL, Ramagundam"</p> <p>If we fail to submit labour license before start of</p>			

	execution of work, we agree for forfeiture of EMD/SD and termination of Contract by RFCL"	
--	---	--

Dated the _____ day of _____ 2020

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____

E-Banking Mandate Form

PRINT ON LETTER HEAD OF THE CUSTOMER/VENDOR.

Ref No _____

Date: _____

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 Bank	
	ii) Name of the Branch	
	iii) Branch Code	
	iv) Address	
	v) Telephone No.	
	vi) Type of Account	
	vii) Account No	
	viii) RTGS/IFSC number of the Bank	
	ix) 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 are 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

S. Choudhary

Annexure - XIII					
"RATE CONTRACT FOR Landscape & Horticulture Development and Maintenance Works at Factory & Township Area, RFCL Ramagundam"					
SCHEDULE OF RATES					
Item No.	DESCRIPTION	UNIT	Quantity	Rate	Total Amount (In Rs.)
1.HIRE CHARGES OF PLANTS					
1.0	Hire-charges including cost of services of operating staff, cost of lubricating oil, diesel/Petrol/Kerosene oil, other consumables for running the plant and machinery and all the taxes on per day basis are for single shift of eight working hours.				
1.1	Tractor with ripper attachment	Per day	20.00	1200.00	24000.00
1.2	Tractor with trolley	Per day	30.00	1350.00	40500.00
SUB HEAD -TOTAL- (HORTICULTURE AND LANDSCAPING)					64500.00
2.HORTICULTURE AND LANDSCAPING					
2.0	Supplying and stacking of good earth at site including royalty and carriage upto 5 k m lead complete (earth measured in stacks will be reduced by 20% for payment).	cum	1800.00	469.50	845100.00
3.0	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km lead complete (manure measured in stacks will be reduced by 8% for payment).				
3.1	Screened through sieve of I.S. designation 16 mm	cum	300.00	262.05	78615.00
4.0	Fine dressing of the ground.	sqm	5000.00	3.25	16250.00
5.0	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/ or good earth to be paid separately).	cum	1500.00	46.15	69225.00
6.0	Mixing earth and sludge or manure in the required proportion specified or directed by the Officer-in-charge	cum	1500.00	32.10	48150.00
7.0	Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm, removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts.	sqm	12000.00	53.60	643200.00
8.0	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately).	cum	700.00	195.90	137130.00
9.0	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately)				
9.1	Holes 90 cm dia. and 90 cm deep	Each	200.00	130.40	26080.00
9.2	Holes 60 cm dia. and 60 cm deep	Each	1200.00	39.95	47940.00
9.3	Holes 45 cm dia. and 45 cm deep	Each	1500.00	17.10	25650.00
10.0	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5 k.m. lead complete (Cattle manure measured in stacks will reduced by 8% for Payment).	cum	200.00	230.45	46090.00
11.0	Providing and fixing Neelgiri/Mexican grass turf with earthy 50mm to 60mm thickness of existing ground prepared with proper level and ramming with required tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smoothen and light, watering with sprinkler and maintenance for 30 days or more till the grass establish properly as per direction of officer in charge.	sqm	500.00	211.25	105625.00
12.0	Providing & laying Selection no. 1 grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with required tools wooden and then rolling the surface with light roller make the surface smoothen and light watering the same and maintenance for 30 days or more till the grass establish properly, as per direction of the officer in charge.	sqm	12000.00	84.35	1012200.00
13.0	Cutting of designer hedge/edge removing of cut materials, cleaning, hoeing of hedge/edge bed watering manure and applying insecticides and fungicides etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.(1 Mali/465 sqm)	per sqm.per month	18000.00	39.80	716400.00
14.0	Topiary cutting/shapping of plant removing of cut materials, cleaning, hoeing of plants complete design hoeing of trees (Topiary) watering manure etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge as per direction of officer in charge.				
14.1	Height of Topiary upto 120 cm.	per plant per month	600.00	92.40	55440.00
14.2	Height of Topiary above 120 cm.	per plant per month	600.00	93.00	55800.00
15.0	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel and other T & P material/articles shall be provided by the contractor.) and as per direction of officer in charge.(for a period of 8 months after development)				
15.1	Factory area(1Mali for 5000sqm of area)	per sqm per month	8000.00	3.60	28800.00



Item No.	DESCRIPTION	UNIT	Quantity	Rate	Total Amount (In Rs.)
15.2	Township area(1 mali shall be deployed for every 12,000sqm of area)	per sqm per month	193600.00	1.50	290400.00
16.0	Complete maintenance of trees (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge.(for a period of 8 months after development).				
16.1	Trees for 250 no/(up to 4 & up to 3 year Slow & Fast growing group)(1 mali for every 250no. Trees)	per plant per month	800.00	66.80	53440.00
16.2	Trees for 300 no/ (4-8 & 5-6 year Slow & Fast growing group)(1 mali for every 300no. Trees)	per plant per month	1600.00	55.65	89040.00
17.0	Complete maintenance of shrubs (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.(for a period of 8 months after development).(1 mali for every 500 Nos)	per plant per month	3200.00	13.90	44480.00
18.0	Providing and watering of irrigation water through water tanker of Horticulture features i.e. lawn, tree, shrubs, hedge/edge, ground cover etc. at the site of work. Water tanker having 5000 lit. capacity with one labour for watering i/c cost of water, filling of tanker, watering at site with all leads and lifts as per direction of officer-in-charge.	Per Trip	150.00	806.40	120960.00
19.0	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of officer in charge (excluding cost of plant & water)				
19.1	Cost of plantation per Tree	Each	500.00	6.42	3210.00
19.2	Cost of plantation per Shrub	Each	2200.00	3.20	7040.00
19.3	Cost of plantation per Hedge/Ground cover	Each	15000.00	2.15	32250.00
SUB HEAD -TOTAL- (HORTICULTURE AND LANDSCAPING)					4598515.00
3. Foliage/Shade Loving Plants					
20.0	Providing and displaying of Croton Challenger variety having ht. 30cm and above, well developed with full of fresh and healthy leaves in 20 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	100.00	45.10	4510.00
21.0	Providing and displaying of Croton baby golden variety having ht.30 cm and above, well developed with full of fresh and healthy leaves in 20 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	100.00	41.00	4100.00
22.0	Providing and displaying of Areca Palm having ht. 90 cm to 1.20 m with 4 to 5 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	20.00	157.85	3157.00
23.0	Providing and displaying of Livistona palm having ht. 30 cm to 45 cm, well developed with 5 to 6 leaves, fresh & healthy foliage in 25 cm size of Earthen pot/Plastic pot as per direction of the officer-in-charge.	Each	20.00	86.10	1722.00
24.0	Providing and displaying of Money Golden leaves mounted on moss stick 90cm ht., having 3 s at equal distance, well developed with full of fresh, shining and healthy leaves from bottom to top in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	10.00	184.50	1845.00
25.0	Providing and displaying of Schefflera high colour having ht. 25 cm to 30 cm, well developed with fresh & healthy foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	10.00	41.00	410.00
SUB HEAD TOTAL-FOLIAGE/SHADE LOVING PLANTS					15744.00
4. SEASONAL PLANTS(WINTER,SUMMER & RAINY)					
26.0	Providing and Displaying plants Asiatic lilly hybrid variety (3 in one) plants in each pot having in full bloom 3 to 5 flowers 30 to 45 cm ht. well developed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge	Each	100.00	129.15	12915.00
27.0	Providing and Displaying Tulip Dutch hybrid variety (3 in one) in each pot in full bloom fresh & bright in different colour well developed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	50.00	183.50	9175.00
28.0	Providing and Displaying Cosmos well developed fresh & healthy 20 to 25 cm ht. attractive colors multi branching at blooming stage in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.		100.00	43.05	4305.00
29.0	Providing and Displaying Sunflower hybrid well developed 15 to 20 cm ht. with fresh & healthy foliage at blooming stage in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	100.00	32.80	3280.00
SUB HEAD TOTAL-SEASONAL PLANTS(WINTER,SUMMER & RAINY)					29675.00
5. ORNAMENTAL					
30.0	Providing and Displaying Acalypha red well developed with fresh & healthy 30 to 45 cm ht. in 20 cm size Earthen Pot/ Plastic Pot as per direction of the officer-in-charge.	Each	20	41	820.00
31.0	Providing and Displaying Cyprus Golden 30 to 45 cm ht. well developed good Golden colour foliage, Conial Shape in 25 cm Earthen Pots as per direction of the officer-in-charge.	each	20	379.25	7585.00
32.0	Providing and Displaying Travelers palm well developed with fresh & healthy foliage 120 to 150 cm ht. in 35 cm Cement Pot as per direction of the officer-in-charge.	each	20	484.85	9697.00
33.0	Providing and Displaying Topiary of Casuarina fresh & healthy having 5 to 6 specific shape and size ball well developed 195 to 210 cm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	each	10	1076.25	10762.50
SUB HEAD TOTAL-ORNAMENTAL					28864.50
6. GROUND COVER PLANTS					
34.0	Providing and stacking of Clerodendrum inerme having ht. 25 cm to 30 cm multi branched in 20 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.in each pot having in full bloom 3 to 5 flowers 30 to 45 cm ht. well developed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge	Each	2000.00	10.25	20500.00

Item No.	DESCRIPTION	UNIT	Quantity	Rate	Total Amount (In Rs.)
35.0	Providing and stacking of Duranta Golden, having ht. 15 to 20 cm bushy shape with fresh and healthy leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	10000.00	21.55	215500.00
36.0	Providing and stacking of Ipomea (Golden leaves), with fresh and healthy leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	1000.00	20.50	20500.00
37.0	Providing and stacking of Iresine herbstii, of height 20-25 cm. full of branches well developed in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	2000.00	15.40	30800.00
SUB HEAD TOTAL- GROUND COVER PLANTS					287300.00
7. TREE PLANTS					
38.00	Providing and stacking of Butea frondosa (Flame of Forest) of height 60-75 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	10.00	55.00	550.00
39.00	Providing and stacking of Callistemon lanceolatus of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	20.00	65.00	1300.00
40.00	Providing and stacking of Cassia fistula (Amaltash) of height 120-135 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	20.00	65.00	1300.00
41.00	Providing and stacking of Chorisia speciosa of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	20.00	80.00	1600.00
42.00	Providing and stacking of Delonix regia (Gulmohar) of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	15.00	60.00	900.00
43.00	Providing and stacking of Foxtail palm of ht. 180-210 cm bottom girth 25-30 cm well developed in big size HDPE bags as per direction of the officer-in-charge.	Each	10.00	480.00	4800.00
44.00	Providing and stacking of Azadirachta indica (Neem) of height 120-130cm in big polybag of size 25 cm as per direction of the officer-in-charge.	Each	10.00	65.00	650.00
45.00	Supply and stacking of Bassia latifolia (Mahua) plant of height 90-105 cm. in big polybag of size 25 cm as per direction of the officer-in-charge.	Each	10.00	65.00	650.00
46.00	Providing and stacking of Phyllanthus emblica (Amla) of height 150-165 cm. in Big HDPE Bag as per direction of the officer-in-charge.	Each	15.00	90.00	1350.00
47.00	Providing and stacking of Mangifera indica (Mango-grafted) of height 60-75 cm. in big poly bag of size 25 cm as per direction of the officer-in-charge.	Each	25.00	55.00	1375.00
48.00	Providing and stacking of Polyalthia longifolia (Ashok) of height 150-165 cm. in earthen pots of size 25 cm as per direction of the officer-in-charge.	Each	10.00	80.00	800.00
49.00	Providing and stacking of Saraca indica (Sita Ashok) of height 105-120 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	10.00	80.00	800.00
50.00	Providing and stacking of Eugenia jambolana (Jambun) of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	20.00	75.00	1500.00
51.00	Providing and stacking of Tabebuia sp. of height 150-165 cm. in big polybags of size 25 cm as per direction of the officer-in-charge.	Each	10.00	85.00	850.00
SUB HEAD-TOTAL (TREE PLANTS)					18425.00
8. SHRUBS					
52.00	Providing and stacking of Chandni dwarf of height 15-20 cm., well branched in earthen pots of size 20 cm as per direction of the officer-in-charge. s per direction of the officer-in-charge.	Each	20.00	35.00	700.00
53.00	Providing and stacking of Euphorbia pulcherrima (dark red) well branched (poinsettia Red Hegg) of height 60-75 cm. in earthen pots of size 25 cm as per direction of the officer-in-charge.	Each	100.00	60.00	6000.00
54.00	Providing and stacking of Ficus reginald well branched, bushy of height 60-75 cm. in earthen pots of size 25 cm as per direction of the officer-in-charge.	Each	10.00	100.00	1000.00
55.00	Providing and stacking of Ficus panda of height 45-60 cm. with 6-7 branches and healthy foliage in p.bag of size 25 cm as per direction of the officer-in-charge.	Each	100.00	55.00	5500.00
56.00	Providing and stacking of Hibiscus rosinensis of height 45-60 cm. With 3-4 branches in earthen pots of size 20 cm as per direction of the officer-in-charge.	Each	100.00	35.00	3500.00
57.00	Providing and stacking of Lagerstroemia indica of height 90-105 cm. multibranched in poly bags of size 25 cm as per direction of the officer-in-charge.	Each	100.00	40.00	4000.00
58.00	Providing and stacking of Nerium oleander (kaner) of height 45-60 cm. with 3-4 branches in poly bags of size 20 cm as per direction of the officer-in-charge.	Each	50.00	30.00	1500.00
59.00	Providing and stacking of Plumbago capensis well developed with fresh and healthy 30 to 45 cm ht., with bloom in 20 cm Earthen Pot/Plastic Pot as per direction of the officer-in-charge.	Each	100.00	60.00	6000.00
60.00	Providing and stacking of Tecoma gaudichaudi of height 45-60 cm. in earthen pots of size 20 cm as per direction of the officer-in-charge.	Each	100.00	35.00	3500.00
SUB HEAD-TOTAL(SHRUBS)					31700.00
9. CREEPER PLANTS					
61.0	Providing and stacking of Bignonia venusta (Golden shower) of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge.	Each	200.00	40.00	8000.00
62.0	Providing and stacking of Bougainvillea (Variety Butiana, Lady Mary Baring, Mahara, Mohan, Scarlet Queen, Variegated, Glabra Formosa, Peruviana Odissi, Paratha, Subhra, Thimma, Spectabilis L.N Birla, Refulgens) of height 30 cm. to 45 cm. with 2-3 branches in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge.	Each	200.00	40.00	8000.00
63.0	Providing and stacking of Clerodendrum splendens of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge.	Each	200.00	30.00	6000.00

Item No.	DESCRIPTION	UNIT	Quantity	Rate	Total Amount (In Rs.)
64.0	Providing and stacking of Petra volubilis of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge.	Each	200.00	48.00	9600.00
65.0	Providing and stacking of Vernonia elaeagnifolia (curtain creeper) plant of height 30 cm to 45 cm. in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge.	Each	200.00	25.00	5000.00
SUB HEAD TOTAL- CREEPER PLANTS					36600.00
10. SEEDLINGS					
66.0	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge.				
66.1	Dahlia double	Per Tray	4.00	525.00	2100.00
66.2	Marigold Inca hybrid	Per Tray	4.00	500.00	2000.00
67.0	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge.				
67.1	Cosmos hybrid	Per Tray	4.00	600.00	2400.00
67.2	Sunflower Dwarf	Per Tray	4.00	500.00	2000.00
SUB HEAD TOTAL- SEEDLINGS					8500.00
Net Total in (₹) excluding GST					51,19,824

The bidders are required to quote rates as under : The bill of quantities has been provided & the agency is required to quote % above or below CPWD Schedule of Rates 2018 for Landscaping Works. Item-wise discounts/premiums is not permitted. If an agency quotes item-wise discount or premium his bid shall be treated as non responsive and shall be rejected.

1) Quoted Rates = Estimated Rates as per CPWD Schedule of Rates minus _____%(Below) in figure and _____%(Below) in Words

OR

2) Quoted Rates = Estimated Rates as per CPWD Schedule of Rates plus _____%(Above) in figure and _____%(Above) in Words

3) Quoted Amount Total(B) _____ IN _____ IN WORDS
FIGURES

4) Add GST @ 18% _____

5) Quoted Grand Total including GST _____ IN FIGURES _____ IN WORDS

NOTE

- 1) The rates should be quoted only in Indian rupees and 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.
- 2) The Rates quoted should be inclusive of all Taxes, Duties, Royalties and other Statutory Levies to be payable. 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.
- 3) GST: As per attached Annexure-XI for GST.
- 4) Bids shall be evaluated on overall lowest basis.
- 5) Qty. mentioned in the Schedule of quantities is tentative and indicated for the purpose of evaluation of bids. However, actual quantities may vary. RFCL does not guarantee the quantum of work. Payment will be made on actual basis.

Signature of Bidder:	
Name	
Date	
Place	

A. Bhattacharya

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.

Verification:**SEAL & SIGNATURE of the Bidder**

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 thisday of2019.

SEAL & SIGNATURE of the Bidder


CHECK LIST FOR BIDDERS

Sl. No	Documents	Yes/No or N/A
1	Cost of Tender documents: DD No. _____ Amount _____ Date _____ or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	EMD DD No. _____ Amount _____ Date _____ or for fee exemption valid Self- attested registration certificate issued by MSME/NSIC as per tender document.	
3	Whether all the pages of tender document are stamped and signed & properly tagged with all documents?	
4	Whether Declaration form-I is filled up?	
5	Whether declaration form-II (bidders' details) filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is	
8	Enclose latest notarized affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
9	Self-attested copy of PAN Card	
10	Self-attested copy of GST Certificate	
11	Self-attested copy of EPF Certificate	
12	Self-attested copy of ESI certificate.	
13	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
14	Undertaking on Party's letter head about Blacklisted/Non- Blacklisted company. The certificate should be exactly in the same format as given on page no. 51 of tender document (Annexure-XIV)	
15	Total Turnover of the business in F.Y. 2016-17, 2017-18 & 2018-19 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2016-17, 2017-18 & 2018-19).	

Sl. No	Documents	Yes/No or N/A		
16	Give details of the major similar contracts handled by the tendering Company/Firm/Agency during last seven years (ending last day of month previous to the one in which applications are invited)			
S no	Details of client		Amount of Work completed (Rs.)	Contract period (From and to)
A				
B				
C				
D				
(If the space provided is insufficient, a separate sheet may be enclosed.)				
17	Documents showing completion of one similar works of value not less than Rs. 40.95 Lacs/Annum (Excluding taxes) related to provision of similar services in a single contract during the last seven years (ending last day of month previous to the one in which applications are invited) (enclosed copies) OR			
18	Two similar completed works costing each not less than Rs. 25.60 Lacs/Annum (Excluding taxes) OR			
19	Three similar completed works costing each not less than Rs. 20.48 Lacs/Annum (Excluding taxes)			
20	Enclosed copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per Annexure- (attach)			
21	All annexures have been signed as per tender document.			

Dr. Bhavathi