

**RAMAGUNDAM FERTILIZERS & CHEMICAL LIMITED
RAMAGUNDAM**

**TENDER FOR :ANNUAL RATE CONTRACT FOR CONSTRUCTION AND MISCELLANEOUS CIVIL
JOBS IN RFCL PREMISES AT RAMAGUNDAM .**

REF NO.: NIT NO. RFCL/CIVIL/CONT-27/ARC-MAINT.

DATED 16.11.2018

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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.



Ravish Aggarwal
Project Manager (Civil)
RFCL Ramagundam-505210
Ramagundam, Telangana State



Ramagundam Fertilizers and Chemicals Ltd.

रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company of NFL, EIL & F&GIL)

Site office: Fertilizers Plant Ramagundam – 505210, Distt: Karimnagar, Telengana

Telephone: +91 8728 257488 E mail: rfcl.ramagundam@gmail.com

CIN No. U24100DL2015PLC276753

Ref. No.: RFCL /CIVIL/Cont-27/ARC- MAINT.

Date : 16.11.2018

To,

Sub: Notice Inviting Tender for "ANNUAL RATE CONTRACT FOR CONSTRUCTION AND MISCELLANEOUS CIVIL JOBS IN RFCL PREMISES AT RAMAGUNDAM."

Dear Sirs,

Sealed Bids are invited for the work as detailed below:

1. **Name of Work** "Tender for ARC For CONSTRUCTION AND MISCELLANEOUS CIVIL JOBS IN RFCL PREMISES AT RAMAGUNDAM."
2. **Earnest Money Deposit & Tender Cost** Bidder to submit Tender cost & Earnest Money of value given below in the form of Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited, payable at New Delhi. **Tender received without EMD are likely to be rejected.**
Tender cost : Rs 1000.00 (Rupees one thousand only)
Earnest Money : Rs. 50,000.00 (Rupees Fifty thousand only)
3. **Contract Validity** 12 months from the date of issue of Letter of acceptance & extendable for 03 (Three) months at the discretion of RFCL.
4. **Validity of the Tender** 120 days from the Date of Opening of Tender.
5. **Last Date & Time for Receipt of Bids** 17.12.2018 up to 15.00 Hrs.
6. **Date & Time for Opening of Bids** 17.12.2018 at 15.30 Hrs.
7. **Place of Receipt and Opening of Bids** Office of Dy. General Manager (Mech.)
8. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. Dy. G. M. (Mech.) at least 7 (Seven) days prior to the closing date of the tender.
9. The bidders should be registered with GST and rate should be quoted in the Units given in the Schedule of Rates. The rates should be quoted both in figures as well as in words. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.
10. Ramagundam Fertilizers & Chemicals Ltd., Ramagundam reserves the right to reject any or all Bids without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
11. **Procedure for Submission of Tender:**
The Tender shall be submitted in Three Sealed Envelopes as under :
 - 11.1. Envelope No. 1: Will be superscripted 'Earnest Money' shall contain Earnest Money Deposit of amount as per Clause No. 2 above.
 - 11.2. Envelope No. 2: Will be superscripted 'Technical Bid' shall contain Un-priced Bid including NIT duly signed, Declaration Form-I&II & GST Format and documents required as per Tender.
 - 11.3. Envelope No. 3: Will be super-scribed 'Price Bid' and shall contain the Item wise Rates only as per Schedule of Rates Performa.
 - 11.4. All the three envelopes should in turn be put together in a separate envelope duly super-scribed with "Tender for ARC FOR CONSTRUCTION AND MISCELLANEOUS CIVIL JOBS IN RFCL PREMISES AT RAMAGUNDAM."

12. **Opening of Tender :**

The Tender shall be opened as under :

- 12.1. Envelope No. 1 :Superscribed '**Earnest Money**' shall be opened first, on the Scheduled Date & Time of Opening of Bids in the presence of those Bidders who wish to be present there.
 - 12.2. Envelope No. 2: Superscribed '**Technical Bid**' shall then be opened and discussion would be carried out with the respective Bidders for clarifications, if any.
 - 12.3. Envelope No. 3: Superscribed '**Price Bid**' shall be opened subsequently on the same day or at a later date, which shall be intimated to the Bidders.
13. No condition or deviation should be mentioned by Bidder in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected
 14. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.
 15. Every tender shall be made in the English Language. All other information such as documents and drawings supplied by the Bidder will also be in English Language as will be any further information supplied by RFCL.
 16. Bids containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the persons signing the tender documents.
 17. "Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative for the Company. Withdrawal of offer/non-acceptance of orders placed based on offers submitted by 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
 18. One person will be allowed to represent only one company during discussion 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 discussions.
 19. Bidder shall confirm in their quotation the acceptance of all terms and conditions of NIT including scope of work, failing which the offer is likely to be rejected.
 20. The Tender shall be addressed to **Dy. General Manager (Mechanical) Ramagundam Fertilizers & Chemicals Ltd., Fertilizer City, Ramagundam-505210, Dist. Peddapalli, (T. S.)**

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.



(V K Bangar)

Dy. General Manager (Mech.)

E-mail: ykbangar@rfcl.co.in

Mob: 9425720127

Encl: Tender Documents

KUMAR BANGAR
Dy. General Manager (Mech)
RFCL Ramagundam - 505 210
Peddapalli, Telangana State

DEFINITIONS OF TERMS

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

1. "The OWNER" means the RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED., incorporated in India, having its corporate office at 4 th Floor, Mohta Building, 4, Bhikaji Cama Place New Delhi-110066 and Site Office at Ramagundam (Telengana State).
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 repair 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 and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.

12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defects liability is over.
15. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.
16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER /DLOA whichever is earlier.
17. "GTC/GTCC" means General Terms & Conditions of Contract.
18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC/GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.


Subhash Aggarwal
Senior Manager (Civil)
RFCL Ramagundam-505 210
Dist. Karimnagar, Telangana State

ELIGIBILITY CRITERIA FOR TENDER FOR ARC MAINTENANCE

A. Technical criteria

1. The bidders should have executed similar Civil Construction / Maintenance work during last 7 years ending on 30.09.2018, employing the same technology & nature of job as per Scope of work with consumables either in their or customer scope.
2. Experience of having successfully completed similar works during the last seven years ending on 30.09.2018 should be either of the following:
 - i. One similar completed work costing each not less than **Rs. 26.60 Lakhs** (excluding taxes) (OR)
 - ii. Two similar completed works costing each not less than **Rs.17.73 Lakhs** (excluding taxes). (OR)
 - iii. Three similar completed works costing each not less than **Rs. 13.30 lakhs**(excluding taxes).

B. Financial criteria

1. Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e 31.03.2018 should be at least **Rs.8.87 lakhs**.

C. Documents to be submitted in support of eligibility criteria

1. 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 concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion

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

2. Self-attested copies of Audited Balance sheet for the last three years ending on 31st March of the previous financial year i.e 31.03.2018 in support of Clause **B.1**.
3. Copy of Permanent Account Number(PAN)
4. Copy of Goods and Service Tax registration(GST)
5. Copy of PF/ESI registration issued by the Government Authority.


Subhash Aggarwal
Senior Engineer (Civil)
P.O. Bhagpur, Dist. Sonbhadra
U.P. 201001

TECHNICAL TERMS AND SCOPE OF WORK**I. SCOPE OF WORK**

1. The scope of work consists of execution of all type of civil construction and maintenance jobs in RFCL premises at Ramagundam. Any emergent work shall have to be executed by doing the work round the clock and / or after normal working time (General shift) for which nothing extra shall be payable to the contractor for doing the work during such period.
2. All types of civil construction and maintenance works under this contract shall be executed in the following areas:
 - All the residential & Non-residential buildings, offices buildings, roads, drains, sewerage network etc. within boundary limits of RFCL in Township as well in factory premises.
3. RFCL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms and conditions, as per the work order, for execution of the same and the contractor has to execute the same work as a separate work.
4. The contractor will have to keep one Engineer / Supervisor with proper power of attorney / Authority letter for supervising the work, taking instructions from Engineer-In-Charge etc. The quoted rates of the agency shall be deemed to include the above provisions.
5. In various items of scheduled of quantities (SOQ) wherever the word "Replacing" has been mentioned will mean that the contractor shall dismantle / remove the old existing / damaged fittings / fixtures of such items (before fixing the new one) within the quoted / final agreed rates as per work order. However, any workable part of such dismantled / removed items such as nuts, bolts, washers, nails etc. may be re-used if workable in replacing the items without any charge.
6. For disposal of rubbish, in various items of scheduled of quantities (SOQ), wherever it has been mentioned "anywhere in / within RFCL complex / estate / area" it will mean that the disposal of rubbish is to be done to the pre-determined disposal yard located at different locations in factory and township within the quoted / final agreed rates as per work order.
7. In the case of non-availability of any item to be covered in the execution of work which shall be operated on relevant item of **DSR 2016** without considering any rate escalations till whole period of contract and the cost shall be within the value of contract.
8. The arrangements for all types of staging / scaffolding, to approach the site for executing the work, has to be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order.
9. For executing the works in Factory area, safety work permits will be issued for doing the jobs, without any safety work permit duly issued by RFCL, work will not be allowed to be carried out.
10. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. RFCL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. RFCL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
11. All consumable, non-consumable materials to be brought inside plant/Township areas are to be shown to the Engineer-In-Charge and letter in this regard to be got forwarded for entry on the Security gates & got to be entered in the register being maintained by security personnel at the factory's/Township Main Gate.

II. CONTRACTOR'S SCOPE

1. The contractor shall have to depute dedicated two supervisors to supervise the jobs for township and plant areas separately, complaints attendant and all the required man power, materials, tools, tackles, construction equipments etc. required to execute and complete the work in all respects shall be arranged by the contractor at his own cost for smooth and timely completion of the job. The wages of supervisors, complaint attendant and all other required man power ,tools and materials shall be born by the contractor.
2. Measuring instruments if any for measurement & inspection purpose.
3. Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
4. Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the RFCL's Engineer In-Charge for day-to-day progress of the job.
5. To arrange necessary documents of their manpower and other formalities for making Gate passes to work in RFCL's premises.
6. To make all the necessary security arrangements, at his own cost, for his temporary office , to ensure safety of all equipment / material and the same shall be removed/dismantled after completion of work
7. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.
8. Medical facilities for their staff & worker
9. Shifting of debris& left out material to designated place as per instruction of Engineer in-charge.

III. RFCL'S SCOPE:

1. RFCL shall provide 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 and construction water free of cost subject to availability at site locations.

IV. TIME SCHEDULE:

1. Mobilization with Men and Material 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.
2. The Contractor shall execute each job against **Sub Work Order to be issued by** Engineer-in-charge within the **mutually agreed time schedule to be recorded on Sub Work Order**.
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. No extension of time shall be given for delay, if the cause of delay is attributable to the Contractor.


Agarwal
Engineer (Civil)
505 210
Tehgaon Sta

V. TECHNICAL SPECIFICATIONS

1. SPECIFICATIONS:

- a) The specification for workmanship shall be as described in the Central Public Works Department latest "Specifications" including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
 - b) The CPWD specifications shall take precedence over the provisions in the BIS specifications. Wherever CPWD specifications are silent, the relevant BIS specification shall be referred.
 - c) 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.
2. 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.

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.

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.


[Signature]
Santosh Kumar Aggarwal
Senior Lecturer (Civil)
Room No. 303, Jharkhand-800 026
Jharkhand Engineering College, Kharagpur

VI. GENERAL TERMS & CONDITIONS OF CONTRACT

1. Interested Bidder, after studying all the tender documents carefully, may also see the job physically at site and obtain necessary clarifications, if any, in writing before submitting their Bids. The Bidder should satisfy himself with the site conditions prevailing at the place of work. No claim on ground of want of knowledge in this respect will be entertained. No claim for extra charges consequent upon any misunderstanding or otherwise will be allowed.
2. The following Bids will be liable to summary rejection:
 - 2.1 Bids submitted by Bidder who resort to canvassing.
 - 2.2 Bids, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 2.3 Bids not accompanying the required details / Earnest Money etc.
 - 2.4 Bids received late / delayed.
 - 2.5 Bids, which contain uncalled for remarks or any alternative additional conditions.
3. The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the work on round the clock basis including on intervening Sundays, holidays. Bidder shall take this aspect into consideration for formulating his rates and quotation. No extra claim / overtime shall be paid on this account.
4. If the Bidder has relations whether by blood or otherwise with any of the employees of the RFCL, the Bidder must disclose the relations in the Form of declaration attached, at the time of the submission of Tender failing which RFCL shall reserve the right to reject the tender or rescind the contract.
5. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the Plant. The rates shall remain firm for the increased or decreased quantities. However, RFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.
6. **Validity of Contract :**
 - 6.1 The contract shall remain valid for a period of 12 (Twelve) Months reckoned from the date of its award or handing over site whichever is later. Normally, a Notice of 30 days would be given for starting the job but the Tenderer should be able to mobilize as quickly as possible, if the necessity so arises.
 - 6.2 The contract can further be extended for a period of 03 (THREE) months on same rate and terms and conditions of contract, at the discretion of RFCL.
7. **Escalation in Rates:**
 - 7.1 The rates quoted by the Bidder will be firm during the Contract period including extension (if any) and will not subject to escalation/de-escalation irrespective of any increase what so ever, except any increase in minimum wages as directed by the Govt. of Telangana (after notification of the Govt.). The escalation in wages, if any, will be reimbursed as per following formula:

Billed Amount x 0.65 x (escalated/de-escalated minimum wage of Un-skilled labour- wage of Unskilled Labour at the time of Techno-commercial Bid opening)

Wage of Unskilled Labour at the time of Techno-commercial Bid opening


Pankaj Aggarwal
In Charge (Civil)

7.2 It shall be duty of the Contractor to pay the Minimum Wages to its employees as specified by the Govt. of India or Telengana from time to time whichever is higher.

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

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

RFCL will return the earnest money, where applicable, to every unsuccessful Bidder after the finalization of award of work. No interest shall be paid on the said earnest money deposit. Bidders registered under NATIONAL SMALL SCALE INDUSTRIES/MSME are exempted from submission of E.M.D., subject to submission of relevant valid certificate from concerned Authority along with Tender Documents.

9. **Security Deposit:**

- 9.1 The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract value.
- 9.2 **Initial Security Deposit (ISD) shall be 2.5 %** of the Contract Value which is required to be deposited within 10 days of the receipt of the letter of acceptance by the successful tenderer. EMD can be adjusted against ISD
- 9.3 **SECURITY DEPOSIT (S.D.) @ 7.5%** of the bill value shall be deducted from the Running Bill of the Contractor so as to make the total recovery for Security Deposit @ 10% (including I.S.D. & E.M.D.) of the gross value of work done. E.M.D. shall be considered as part of the S.D. Alternatively, Performance Bank Guarantee from any Nationalized / Scheduled Bank except Gramin or Co-operative Bank may be submitted for 10% of the contract value. The Performance Bank Guarantee shall be valid till the expiry of defect liability period+ three months claim period.
- 9.4 Any amount recoverable from the contractor shall be deducted from security deposit
- 9.5 The Security Deposit shall be refunded after expiry of Defect Liability Period. No interest shall be paid on E.M.D., I.S.D. and S.D.
10. **Terms of Payment:** Payment of monthly R.A bills shall be made through Electronic Mode after making necessary recoveries for Income Tax, BOCW etc. as applicable as per Terms & Conditions of NIT, after satisfactory completion of the work as per scope and submission of bill. Payment of Security Deposit shall be paid after expiry of the **DEFECT LIABILITY Period as per Clause-9.5 of GTCC**. Such payments will be made in full within 30 days of receipt of bill complete in all respects. The following information may be furnished along with the Tender
- 10.1 Acceptance for release of payment by ECS / EFT from our Bank.
- 10.2 The details of Bidder Account Number, Name, Address, Branch, Branch Code, RTGS Code & MICR Number of the Bidder Bank should be given on letter head as per **FORMAT- ANNEX-VII**.
- 10.3 **IncomeTax Permanent Account Number (I-Tax PAN):** The Bidder shall mention the new series Permanent Account Number allotted by the Income Tax Authorities in his Tender.
11. **PRICE REDUCTION:** In the event of work is not completed according to the time schedule, the contract price shall reduce @ **1 %** of the total value of work for delay of every day or part thereof, subject to a ceiling of **10 %** of the total value of the contract.
12. **Tax Deduction at Source:** Statutory deduction on account of Income Tax / GST & other Taxes shall be made from the bill of the Bidder at the prevailing rates, as per Income Tax Laws /GST rules at the time of release of payment to the Bidder.

13. **Defect Liability Period:** The Contractor shall guarantee for the work done for a period of **Six Months** from the certified date of completion of the work. Any damage or defect may arise or lie undiscovered at the time of completion, in the workmanship shall be rectified or replaced by the Contractor. 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

14. **Goods & Service Tax:** As per attached Annexure-VI for GST

15. **Measurement and Billing:**

The Contractor will submit Tax Invoice as per GST rules in duplicate every month to the Engineer In-Charge of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month along with the copy of the following self-attested documents and all other documents to comply with the statutory requirement.

- copy of the PF challan along-with copy of the ECR with respect to PF deposit
- Copy of ESI Challan & its payment receipt
- copy of muster roll and payment of wages to staff through bank and Bank Statement

16. **FINAL BILL:**

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

- a) Final bill of quantities and rates in the Performa.
- b) Material reconciliation statement for all materials issued by RFCL to the contractor whether on free-issue basis or chargeable basis if any.
- c) Only completion certificate is to be issued after completion of work & final completion certificate is to be issued after defect liability is over.
- d) All claims or reimbursements pursuant to the contract including "No claim certificate" shall be given on firm's letter head.
- e) No dues certification for facilities provided by RFCL to the contractor.
- f) Certificate of clearing of temporary establishments of the contractor at site.
- g) Copy of PF/ESI challan and to be deposited the same for the period of work alongwith clearance certificate from concern authorities.
- h) Indemnity certificate towards all Labour payments and statutory payments, indemnifying RFCL/Consultant in this regard.
- i) No further claim for payment of any kind whatsoever shall be made by contractor after submission of the final bill. If made such claims shall not be entertained.
- j) In case final bill is not submitted within 30 days, as specified above, the Engineer-in- Charge shall be at liberty to carry out their own measurement/recording of work done and may make payment or recover balances based on such measurement/recording which shall be binding on the contractor.

17. **DELETED**

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

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

20. **Termination of Contract:** If the Contractor is unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also **terminate the contract after giving a 15 (FIFTEEN)days notice in writing**, if in its opinion; the work under the contract is not being done to its satisfaction if:

20.1 At any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 15 day from the Engineer In-Charge, or

Manager (Civil)
Bangalore-505 210
Bangalore State

- 20.2 If the Contractor persistently disregards the instructions of Engineer In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing given to him by the Engineer In-Charge, **or**
- 20.3 If the Contractor obtains the contract with RFCL as a result of ring tendering or other non-bonafide methods of competitive tendering, **or**
- 20.4 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**
- 20.5 If the Contractor abandons the contract.
- 20.6 If the Contractor becomes bankrupt / insolvent.
- 21 RFCL shall have right to get the leftover job done by alternative agencies at the **Risk & Cost of the Contractor** besides other legal remedies available to it
21. **Engineer In-Charge:** The Engineer In-Charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work, direct the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes which arise in the execution of the work. The Engineer In-Charge reserves the right to suspend the work or the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Engineer In-Charge whose decision shall be final and binding. The decision of the Engineer In-Charge of Ramagundm Fertilizers & Chemicals Limited shall be final in regard to all matters relating to this tender including for determining the category of work with reference to material of an item not mentioned in the Scope of Work.
22. The Contractor may employ such employees / labourers, as he may think fit. Such employees would be employees of the Contractor for all-purpose whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations that may be in force from time to time concerning the employment or service conditions of its employees. If under any eventuality whatsoever, RFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever, and called upon to make payment on that account, the Contractor shall reimburse RFCL for the same as also any other expenses, costs & charges incurred by RFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. RFCL shall be entitled to claim damages or compensation from the Contractor in that event. RFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.
23. **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.
24. The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It is understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and the same

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

25. **Loss to Plant during Execution:** Any damage or loss caused to the plant equipment etc., during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.
26. The Contractor shall pay the wages to the workmen directly without the intervention of any *Jamadars* or *Thekedars* and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by *Jamadars* from the wages of workmen.
27. The Contractor shall ensure that the payment of the minimum wages to the labourers, specified by the government from time to time through direct credit in their bank accounts, has been made in accordance with the Minimum Wages Act.
If at any time, it is noticed or it comes to the knowledge that the payment, to the labourers employed by the Contractor, is not made in accordance with the Minimum Wages Act, RFCL shall reserve the right to take remedial action to regulate the payments.
28. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
29. In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 as amended from time to time, RFCL reserves the right to provisionally retain 40% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by RFCL official for deposit of PF Contribution.
30. **Provident Fund Account Number (PF A/c. No.):** The Contractor shall mention the Account Number allotted by the Provident Fund Authorities in his Tender as per statutory requirements.
31. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
32. The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, he will also indemnify RFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.

33 Workmen Compensation / Insurance including Medical Cover

33.1 In every case in which by virtue of the provision of Section 12, sub-section I of the Workmen Compensation Act 1923 or any other law for the time being in force, RFCL is obliged to pay compensation to a workman employed by the Contractor in execution of the work, RFCL will recover the amount of the compensation so paid from the Contractor's bill.

33.2 The Contractor will be solely responsible for any liability to his workers in respect of any accident, injury arising out of and in the course of contractor's employment. **To meet his aforesaid obligations under the Workmen Compensation Act, the Contractor will obtain Cover Note under Workmen Compensation Policy from Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement.**

The premium payable for the aforesaid Insurance Policy shall be borne by the Contractor. The Contractor shall ensure that the said Insurance Policy remains valid till the expiry of the contract.

33.3 Photocopy of this Insurance Cover is required to be submitted by the Contractor to RFCL immediately after the issue of L.O.A. 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 Cover is submitted to the RFCL.

34 The RFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. RFCL under the Contract will recover any other expenditure, incurred by RFCL to face the situation arising out of the negligence of the Contractor from his dues payable.

35 The Contractor shall indemnify and keep indemnified the RFCL against all losses and claims for injuries or damages to any person or property of RFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.

36 The Contractor shall at all times keep the RFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act regulating the employment of labour by the Contractor.

37 The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of labourers, have been fulfilled. RFCL shall be under no obligation to accept / admit any claim on this behalf.

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

39 Alterations, Omissions, Additions Or Substitutions of Work:

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

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

39.3 In the event the extra or substituted items of the work does not fall in the category as above, the cost will be calculated on the basis of actual Labour and consumable material utilized for the job. The quoted rates will be inclusive of Overheads and Profit. **The Engineer In-Charge will assess the quantum of Labour and consumable material used;**

whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of RFCL for rates payable to him for such extra items.

39.4 In case, the Contractor fails to do the extra and / or the substituted work, RFCL will have the option to get the work done through another agency at the Contractor's Risk and Cost, as per Clause No. 20 of General Terms & Conditions of Contract.

40 **Preservation of Free Issue Material:** All materials issued to the Contractor by the Owner 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.

41 **Handling during Execution:** The parts supplied for installation / scaffolding material for execution of job shall be handled with utmost care. Any damage or loss caused to items during shifting / execution of this contract by the Tenderer will be made good by the Tenderer at his own cost and risk.

42 **Safety Regulations:** The Contractor shall observe and abide by all the 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, and familiarize himself 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/EIC promptly. This will, however, not relieve the Contractor of any other statutory obligations/EIC. 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 Shields, Safety Belts etc. are to be provided to his workmen by the Contractor.** However, Special Safety Equipment (if any) required as per requirement of the job shall be provided free of cost by RFCL.


43 **Conciliation & Arbitration:**

43.1 "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Chief Executive Officer, Ramagundam Fertilizers & Chemicals Ltd. or his/her nominee.

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

43.3 The contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of RFCL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.

43.4 If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."


Anil Aggarwal
Manager (Civil)
Ramagundam-505 210

- 43.5 "Any disputes or differences whatsoever arising between the parties and or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration and the award made in pursuance thereof shall be final and binding on both the parties."
- 44 **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor RFCL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of **War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God.** The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.
- 45 **Time Limit for Any Claim:** In case the Contractor fails to claim compensation, from RFCL on account of any claim under the contract, in writing to the Engineer In-Charge, within a period of one month of cause of action of such a claim arise, the Contractor shall be deemed to have waived of his right to claim the same.
- 46 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract, it shall be only the court of competent jurisdiction at **Ramagundam / Peddapalli** alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the **Jurisdiction of the Courts at Ramagundam / Peddapalli (Telangana) only.**
- 47 **Agreement:** The successful bidder shall have to **execute an Agreement** with Ramagundam Fertilizers & Chemicals Limited, **on a non-judicial stamp paper of Rs.200.00 at Ramagundam, within 10 (Ten) days of date of issue of Letter of acceptance or start of work whichever is earlier.** The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed shall be in the Agreement Performa to be specified by RFCL.
- The Contractor's responsibility under this Contract will commence from the date of issue of the Letter of acceptance. The Tender Documents, Other Documents exchanged between the bidder and RFCL and the Letter of Acceptance shall constitute the Contract.


Anil Kumar Aggarwal
Engineer (Civil)
Ramagundam-SOS 210
Ramagundam, Telangana State

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. In case contractor fails to submit the supporting documents pertaining to statutory payments of contract workers along with the bill, an amount equivalent to 40% of the billed amount pertaining to labour component may be withheld to take care of 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.
2. If contractor does not submit the documentary evidence of statutory payment like PF, ESI, etc for consecutive two months RFCL management has reserve the right to terminate the contract in accordance with the Termination clause of this NIT.


S. S. Sengarwal
Engineer (Civil)
Housing cum - S05210
Kharagpur, Telangana State

DECLARATION-FORM-I

Ref. No;

Dated :

To,

Dy. General Manager (Mechanical)
 Ramagundam Fertilizers & Chemicals Ltd.
 Ramagundam (TS)

Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "**ANNUAL RATE CONTRACT FOR CONSTRUCTION AND MISCELLANEOUS CIVIL JOBS IN RFCL PREMISES AT RAMAGUNDAM**" work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers & Chemicals Ltd. and hereby bind myself/ourselves to complete the work schedule and progress of work.

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

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

A/c No.

Name & Address of the Branch:

Branch Code:

IFSC Code

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

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____

Date: _____


 Garwal
 Engineer (Civil)
 Phone-505 210
 Jharkhand State

DECLARATION FORM-II

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

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


Signature of the Contractor/ Bidder with SEAL

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____


 G. S. Singh
 Engineer (Civil)
 Phone: 98055-505 210
 Jalangala State

BIDDER'S INFORMATION FORM

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

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

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


 [Signature]
 Engineer (Civil)
 Phone: 98555 210
 [Illegible text]

STATEMENT FOR DETAILS OF GST

Whether bidders are registered or unregistered.	REGISTERED / UNREGISTERED		
If registered, Please mention your GST Registration Number			
SAC Code			
Rate of GST applicable on the quoted rates	GST %	SGST %	CGST %

We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.


G. N. Agarwal
Chartered Accountant (Civil)
CIN: 2600000505210
Hyderabad, Telangana State

(SIGNATURE OF BIDDER)

Name _____

Date _____

Place _____

PRINT ON LTTER HEAD OF THE CUSTOMER/VENDOR.

Ref No

Date:-----

E-BANKING MANDATE FORM

SL NO	PARTICULARS	DETAILS TO BE FILLED HERE
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1	Vendor/Customer Name	M/s XYZ Limited
2	Vendor/Customer Code	Optional
3	Vendor/Customer Address	

4	Vendor/Customer e-mail Id	
5	Particulars of Bank Account	
	i) Name of the Bvank	
	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 is delayed or lost because of incomplete or incorrect information,we would not held RFCL responsible for that.

SEAL & SIGNATURE of the Vendor/Customer

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

Bank Stamp:

Date:

Signature of authorised officer of the Bank


 Officer (Civil)
 Ramagundam Fertilizers and Chemicals Limited
 Ramagundam, Telangana State