रामागुण्डम फर्टिलाइज़र्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)

Site Office: Fertilizer City, Ramagundam-505210,

Dist- Peddapalli, Telangana

E-TENDER

BIDS ARE INVITED

FOR

"Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme"

Tender No: RFCL /SITE-Tender/Civil/Misc.PH-II/2026/65

E-tender No.: RFCL-2026-33

NOVEMBER-2026

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

Ramagundam Fertilizers and Chemicals Ltd.
रामागुण्डम फर्टिलाइज़र्स एण्ड केमिकल्स लिमिटेड
(A Joint Venture Company of NFL, EIL & FCIL)
Site office: Fertilizers Plant Ramagundam – 505210, Distt: Peddapally, Telengana
Telephone: +91 8728 257488 E mail: rfcl.ramagundam@rfcl.co.in
CIN No. U24100DL2015PLC276753

Tender No RFCL /SITE-Tender/Civil/Misc.PH-II/2026/65 **Date: 06.11.2026**

INSTRUCTIONS TO TENDERERS FOR E-TENDERING

Mode of Tendering:

Ramagundam Fertilizers and Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to execute the **"Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme"** As PER GIVEN SPECIFICATIONS through e-tendering. The NIT will be posted on website **https://www.tenderwizard.in/RFCL** from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed **M/s. Antares Systems Limited, Bangalore** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.
It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact anyone of the following:

a) Ramagundam Fertilizers and Chemicals Ltd

Mr. B.K. Vittal Kumar, AGM (C) I/c RFCL, Fertilizers City, Ramagundam – 505210 Contact No. +91-8728237013 E mail: vital.kumar@rfcl.co.in Intercom No. 1301	Mr. Gourav Shrivastava, AM (C) RFCL, Fertilizers City, Ramagundam – 505210 E mail: gourav.shrivastava@rfcl.co.in Intercom No. 13061

b) M/s. Antares Systems Limited

1	Approval of Profile & DSC Verification	Help Desk	+91-8045811365, +91-8800591743	twregdelhi@etenderwizard.com dscdelhi@etenderwizard.com
2	E-Tender Submission	Help Desk	+91 8045811365, +91 8045982100, +91 8800496476, +91 9686115308 +91 8800991862	abdheshkumar680@etenderwizard.com dhanraj.p @etenderwizard.com arun.s@etenderwizard.com
3	E-Auction Related Queries	Help Desk		
4	**Office Hours:** Monday to Friday- 09:00AM to 06:00PM (IST)			

2. (a) Pre-Requisites for System using e-Procurement sites:
(b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on **https://www.tenderwizard.in/RFCL** under download section prior

registration and Participating in e-Tenders invited by RFCL.

(c) For Quick Bidder Manual, you can download "Bidder Manual" from **https://www.tenderwizard.in/RFCL** website **OR** contact us.

- Pre-Requisites for DSC Registration:
- The Vendor becomes a valid Vendor only after the registration of the DSC.
- Vendors need to possess a valid DSC for participating in e- Tendering (class III DSC).
- Vendors need to procure DSC 24 hrs prior to Registration on https://www.tenderwizard.in/RFCL
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc.
- DSC can also be procured from the e-tendering service provider i.e., M/s. Antares Systems Limited
- Respective DSC Drivers needs to be installed. Into the system.
- DSC needs to be physically inserted >DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration and Email Verification.

(d) Pre-Requisites for Login Credentials:

For registration on the e-tender site **https://www.tenderwizard.in/RFCL**, one can be guided by the "Instructions to Vendors" available under the **User Manual (Download)** section of the homepage of the website. As the first step, bidder shall have to click the **"Register"** link and fill in the requisite information in the "Bidder Registration Form". Once you complete this process correctly, you shall get a system generated password and an email for verification. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to map your Digital Signature Certificate. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. **Bidders should ensure that DSC is in the name of registered firm and person only.**

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.

4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT A from the licensed Certifying Authorities operating under the Root Certifying Authority India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

5. Corrigendum/amendment, if any, shall be notified on the site **https://www.tenderwizard.in/RFCL** who, have in case any corrigendum amendment is issued after the submission of the bid, then such vendors submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before of the due date and time.

6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender.

7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

(i) Vendors are advised to log on the website (https://www.tenderwizard.in/RFCL) and arrange to register themselves at the earliest.

(ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

(iii) Vendors are advised in their own interest to ensure that their bids are submitted Tenderwizard e-Tender system well before the closing date and time of bid.

(iv) If the vendor intends to change/revise the bid already submitted, they shall have to change /revise their bid already submitted within the due date and time. There is no need to withdraw the bid to change / revise their Bid. If any Vendor Withdraw their bid in any case, they will not able to participate/submit/revise their bid in respective tender.

(v) After submission of tender Vendors can update/ revise their bid any number of times within the due date and time for respective tender.

(vi) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

(vii) Bids/Offers shall not be permitted in e-procurement system after the due date time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(viii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.

8. No responsibility will be taken by RFCL and/or the e-procurement service provider (i.e. M/s. Antares Systems Limited) for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. **It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/ time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering,** it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to the time date and you nobody else till due the tender opening. The non-availability of viewing before due date and time is true for e tendering service provider as well as RFCL officials.

9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies /personnel.

10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake/human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other

valid bids.

11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.

12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding and Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

13. Tender Schedule:

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

Tender Schedule for "Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme"

Sr. No.	*Tender Stage*	*Date & Time*
1	Start Tender Document Download	**07.11.2026 at 15:00 Hours**
2	End Tender Document Download	**28.11.2026 at 15:00 Hours**
3	Due/ last date of submission Bids	**28.11.2026 at 15:30 Hours**
4	Techno-commercial Bids Opening	**28.11.2026 at 15:45 Hours**
5	Price Bid Opening	**To be intimated Separately**

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

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

15. Tender Opening:
The tenders will be opened electronically by us from our RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

16. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money may not be opened.

17. RFCL reserves the right to reject or accept any tender without giving any reason.

18. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/ COURSE OF ACTION TO BE FOLLOWED

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time

period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.

19. **Name, Addressee & Address of Consignee**

B.K. Vittal Kumar,
Assistant General Manager (C) I/c,
Ramagundam Fertilizers and Chemicals Ltd,
Fertilizers City – 505210.
Ramagundam (Mandal), Peddapalli (District),
Telangana state, India.

20. **GST Nos.**

Unit	**GST NO.**
Ramagundam, Telangana	36AAHCR2335P1ZY

21. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

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

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

24. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

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

Note: Since this is a Works contract, hence bidders registered under National small-scale industries/MSE/Start-ups are not exempted from submission of EMD. Submission of EMD is mandatory for all bidders. However, if a bidder fails to submit the Earnest Money Deposit (EMD), the EMD amount specified in the NIT shall be added (loaded) to the bidder's overall

quoted value solely for the purpose of comparative bid evaluation. This loading shall not alter the contract value in the event of award.

Thanking You
For & On Behalf Of
Ramagundam Fertilizers and Chemicals Limited

(B.K. Vittal Kumar)
Assistant General Manager (Civil) I/c

Ramagundam Fertilizers and Chemicals Ltd.
रामागुण्डम फर्टिलाइज़र्स 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

Tender No.: RFCL /SITE-Tender/Civil/Misc.PH-II/2026/65 **Date: 06.11.2026**

NOTICE INVITING TENDER

To,

_____

_____

Sub: "Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme"

Dear Sir/s,

Sealed Bids are invited for the work as detailed below:

1.	**Name of Work**	**"Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme".**
2.	**Earnest Money Deposit (EMD)**	**Earnest Money: ₹1,00,000 (Rupees One Lakh Only)** As per payment modes as stipulated as per clause no. 23 of Annexure-VII. Bids received without EMD are liable to be rejected. **Note: Since this is a Works contract, hence bidders registered under National small-scale industries/MSE/Start-ups are not exempted from submission of EMD. Submission of EMD is mandatory for all bidders. However, if a bidder fails to submit the Earnest Money Deposit (EMD), the EMD amount specified in the NIT shall be added (loaded) to the bidder's overall quoted value solely for the purpose of comparative bid evaluation. This loading shall not alter the contract value in the event of award.**
3.	**Period of Completion**	The period of completion shall be 12 months from the start date mentioned in Letter of Acceptance and extendable as per provisions of the GTCC.
4.	**Validity of the Tender**	**120 days** from the Date of Opening of Tender.
5.	**Date & Time of Pre-Bid Meeting**	**16.11.2026 @ 15:00 Hours**

6. All request for interpretation, clarification & queries in connection with tender shall be addressed in writing to Issuing Authority i. e. A.G.M. (C) I/c, RFCL Site, Ramagundam at least 3 (Three) days prior to the closing date of the tender.
7. The rate should be quoted in the Units given in the Schedule of Rates.
8. 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.

9. **Procedure for Submission of Tender:**

The Tender shall be submitted in Three Parts as under:

9.1 Step No. 1:

Will be **'EMD'** and shall contain Earnest Money Deposit as per Clause No. 2 above.

9.2 Step No. 2:

Will be **'Techno Commercial bid (unpriced)'** shall contain NIT duly signed, documents & all other declarations required as per Tender.

Documents as stated in Annexure-II for meeting the eligibility & evaluation criteria.

Duly Filled Performa's of Techno Commercial Bid.

Unpriced SOR Performa mentioning "quoted" in all pages with signature and stamp.

9.3 Step No. 3:

Will be **'Price Bid/Schedule of Rates'** and shall contain the item wise rates only as per Schedule of Rates Performa. Bidder to quote overall percentage above or at par or below the RFCL quoted rates.

All the procedure of filling the tender will be as on E-Tender basis only.

9.4 RFCL's Site bank details:

EMD can be deposited in RFCL's account through RTGS/NEFT & details of the transaction with UTR No. to be submitted (uploaded) along with technical bid for verification.

RFCL's site bank Details for RTGS/NEFT are as follows:

a) Beneficiary Name : M/S RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.
b) Name of bank : STATE BANK OF INDIA
c) Branch : FERTILIZER CITY, RAMAGUNDAM (61777)
d) Account Number : 36727029257
e) IFSC No. : SBIN0061777

Alternatively, the bidder can submit the EMD in the form of Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam or in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the scan copy of the DD /BG is uploaded with E –Tender & original DD or Original BG should be received by RFCL **before opening of techno-commercial bids** for verification of the details of DD/BG given online by the tenderer.

10. **Opening of Tender:**

The Tender shall be opened as under E tender process:

Step No. 1: EMD will be opened first, on the scheduled date of opening of tender.

Step No. 2: "Techno Commercial Bid (Unpriced)"shall then be opened.

Step No. 3: **'Price Bid/Schedule of Rates'** shall be opened after meeting the eligibility criteria of **Techno-Commercial Bid**(unpriced) and whose bids determined to be technically and commercially responsive. The date of opening of Price Bid/SOR will be intimated to technically selected tenderers separately.

11. 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.

12. This letter shall form part of the contract document and shall be signed and returned along

with the tender documents.

13. 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.
14. 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.
15. "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.
16. 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.
17. The rates of all the items in the Schedule of quantities are based on latest DSR-2023 excluding profit margin and in-house RFCL rates.
18. The Contractor shall satisfy himself about the nature of job to be executed by physical inspection of the site of work at RFCL Ramagundam before offering their quotation.
19. All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

Thanking you,

Yours faithfully,

for M/s. Ramagundam Fertilizers & Chemicals Ltd.

(B.K. Vittal Kumar)
Assistant General Manager (Civil) I/c
E-mail: vittal.kumar@rfcl.co.in
Contact No.: 08728-237013
Enclosures: Annexure-I-XXIII

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 4th Floor, Wing- A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh, Pin Code- 201301 and Registered Office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 India.
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 who's 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 certified Completion of all works mentioned in completion certificate upto 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. "STCC" means Special Terms & Conditions of Contract.

19. "Working Day" means a day other than a Sunday or a public holiday on which RFCL is open for business.

20. "Week" means a period of any consecutive seven days.

Annexure-II

ELIGIBILITY CRITERIA

S. No.	Conditions	Documents required (To be submitted along with Technical bid)
1.	**a)** The bidder shall submit the status **(i.e. Name and complete Address)** of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc. and	**i).** In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of Rs.100 in original, duly attested by notary regarding status / style of the business entity as per **Annexure-XIX.** **ii).** Partnership firm shall submit a copy of Partnership Deed attested by notary. **iii).** Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association. **iv).** Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.
	b). Affidavit and Power of Attorney / Authorization.	**i).** Affidavit in original to be filled as per **Annexure-XIV** on Non judicial paper in original to be submitted along with bids. **ii).** The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of Rs. 100 duly attested by Notary /Magistrate in case of Sole Proprietor / Partnership Firm/Company or Authorization (backed by Board Resolution) in case of a Company in favor of a person who has signed the tender documents on behalf of tenderer / Firm / Company.
2.	The bidder should have successfully executed/completed **similar work*** during the **last seven years,** reckoned from the last day of the month preceding the month in which the tender is invited. ***"Similar Work means"** means Nature of works such as Civil/Structural construction and/or maintenance works involving Earthwork with Plain or Reinforced Cement Concrete Works, Masonry works/ Structural steel works etc. in Public and/or Private Sector establishments of heavy industries like Fertilizer/Chemicals/Oil & Gas/ Renewable or Non-renewable Power/Metallurgy/Mining etc. The bidder shall satisfy any one of the following criteria: i. **One** similar completed work costing not less than the amount equal to **₹1,35,39,815.65/-** excluding GST.	i. Copy of work / service order (indicating full scope of Work & SOR) along with Completion Certificate or any other relevant documents which contains following from the Concerned organization: - a) WO/SO No: b) Description of WO/SO: c) Order Value: d) Executed Value: e) Start Date: f) Scheduled Completion Date: g) Actual Completion Date: ii. In case No Work Order/ Service order is issued and work has been performed only on the basis of "Agreement", then party shall submit copy of Agreement which shall include Scope of Work, contract value, SOR, Contract Period.

	or ii. **Two** similar completed works each costing not less than the amount equal to **₹84,62,384.78/-** excluding GST; **or** iii. **Three** similar completed works each costing not less than the amount equal to **₹67,69,907.82/-** excluding GST;	
3.	The Average Annual Financial turnover of the bidder shall not be less than **₹50,77,430.87/-** during last three Financial years i.e. (FY-2023-24, FY-2024-25 & FY-2025-26*) **or** during the last three calendar years i.e. (CY-2023 ,CY-2024 & CY-2025*). **Note:** • In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. • Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. • Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India **shall contain Unique Document Identification Number (UDIN)** of the CA, without which these Certificates/ reports shall not be considered for evaluation. However, this requirement of including UDIN shall not be applicable for certificate/reports issued/attested by a CA practicing in foreign country.	Bidder shall submit financial standing through Audited Balance Sheet **and Profit & Loss Account** for the last three financial years (FY-2023-24, FY-2024-25 & FY-2025-26*) for the companies having financial year ending in March or financial standing in the last three calendar years (CY-2023 ,CY-2024 & CY-2025*) for the companies having financial year ending other than March. **Or** Bidder can submit average annual financial turnover certificate from the Statutory Auditors / practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company) which shall contain Unique Document Identification Number (UDIN). *If Latest year **(FY-2025-26) / (CY-2025) Audited balance sheet** and **Profit & Loss Accounts** is available, bidder has the option to submit the same for evaluation purpose **with previous two years**. In case the date of constitution/incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial/Calendar years after the date of constitution shall be taken into account for this criteria.

Note:

1. Turnover shall be taken as Revenue from operation (excluding GST) as stated in Financial statement of the bidder, excluding other income.
2. Balance sheet means all Annexures, notes etc. that must be submitted along with the offer.
3. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous

partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.

4. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
5. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). on the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership, deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
6. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
7. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
8. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
9. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
10. In case company A is merged with company B, then company B would get the credentials of company A also."

Annexure-III

DECLARATION-FORM-I

Date:

To,

Assistant General Manager (C) I/c
Ramagundam Fertilizers& Chemical Ltd.
Fertilizers City, Ramagundam (TS)
District: Peddapalli (Telangana)
Pin Code- 505210

Dear 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 **"Civil and structural contract for Miscellaneous Civil Works in Plant & Township Areas in RFCL Site, Ramagundam under Phase-II scheme"** 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 Limited, Fertilizer City, Ramagundam, Telangana 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 work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:
Bank A/c No. :
Type Account (Current A/c or Saving A/c):
Name of the Bank:
Address of the Bank & Branch Code:
IFSC Code:

In case of acceptance of the tender by Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with Ramagundam fertilizers & Chemicals Limited, Fertilizer City, Ramagundam, Telangana.
Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address:_____

DECLARATION FORM-II

The following declaration to be signed by Tenderer/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 (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	**YES / NO (If Yes, give the following details)**		
		Name & Designation of the Employee	**Place of Posting**	**Relation with the Employee**
2.	**P.F. Registration No.** of the firm / company to be indicated along with Documentary proof thereof.			
3.	**PAN No.** (Permanent Account Number) of the firm / company issued by Income Tax Department along with Documentary Proof thereof.			
4.	**GST Registration No.** of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.			
6.	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium		
7.	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8.	Name of the Firm			
9.	Address of the Firm			

10.	**Contact Details:** a) Name of the Person: b) Mobile number / Landline Number c) Email	**Contact Details:** a) b) c)
11.	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No
12.	Tender cost amount, DD Number and Date	Not applicable.
13.	EMD amount, DD Number and Date	

Note: Please attach separate sheets for the details, wherever necessary.

(Signature of Bidder with Seal)

Name: _____

Address: _____

Place: _____

Annexure-V

DECLARATION FORM-III

To,

Assistant General Manager (C) I/c
Ramagundam Fertilizers& Chemical Ltd.
Fertilizers City, Ramagundam (TS)
District: Peddapalli (Telangana)
Pin Code- 505210

Subject : Tender No. _____Name of the contract_____

1 **UNDERTAKING**

a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.

b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us.

c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled.

d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.

2 **ACCEPTANCE OF TENDER CONDITIONS**

I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.

3 **Labour License**

The contractor shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules,1971 and submit a copy of the same to RFCL, --------- before start of execution of contract work. Accordingly, we hereby give undertaking that:

"As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to RFCL, --------- before

start of execution of contract work".

4 I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name.

5 I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of RFCL.

6 I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of RFCL.

Thanking you
Yours faithfully
For & on behalf of Tenderer/Contractor M/s _____

(Signature of Contractor/Tenderer with SEAL)

Place: _____

Dated: _____

I. SCOPE OF WORK & ASSOCIATED TERMS AND CONDITIONS

Scope of work includes but not limited to the following:

1. The scope of work involves earth work in excavation, backfilling, Construction of RCC foundations, plinth beam, columns, structural steel, RCC pavements, PCC flooring, Sand filling, pipe sleeper, concrete approaches, Plumbing work, masonry works & allied Civil works as per drawings or instructions of engineer-in-charge, including supply of all materials and execution with necessary skilled manpower with all hand/machine operated tools and consumables inside RFCL factory & township Area.

   Any emergent work, if required shall have to be executed by doing the work round the clock and / or after normal (general shift) for which nothing extra shall be payable to the contractor for doing the work during such period.

2. Major Civil works shall include following

   a. Earthwork excavation including dewatering, if required, below ground level for all types of soils. Royalty payment for excavation items, if any, shall be in contractor's scope.

   b. Backfilling at all depths with selected and approved earth available from excavated soil and transportation & disposal of surplus earth and debris (including rock material) inside the Plant & township with due approval of Engineer–in-Charge.

   c. PCC work including lean concrete at all depths below foundations of all types, plinth beams, walls, non-suspended slabs, trenches, pits, flooring, pavement, approaches etc.

   d. RCC works in sub-structures for foundation of all types, plinth beams, columns, walls, non-suspended floor slabs, RCC pavement, approaches, trenches, drains, pipe sleeper etc. at all levels, including preparation of detailed bar bending schedule and supplying and placing of reinforcement in position as shown in the drawing.

   e. RCC works in super-structure at all elevations, columns, beams, walls, floor & roof slabs, chajja, lintel beam etc. at all heights, including preparation of detailed bar bending schedule and supplying and placing of reinforcements in position as shown in the drawings

   f. Centering &Shuttering in sub-structure & super-structure at all depths and in super-structure at all stages/heights/ elevations at different stages of concreting

   g. Structural steel works with rolled steel, parallel flange and built-up sections or tubular sections including supply, fabrication, erection and preparation of detailed fabrication drawings for covered car parking shed at all locations etc.

   h. Brick masonry with brick of class designation 5.0 in cement mortar 1:6 in sub-structure & super-structure at all depths and in super-structure at all stages/heights/ elevations.

   i. Plain cement plaster in mortar 1:6 with 12 mm thick & 15 mm thick (average).

   j. Fencing of area with structural steel post and GI chain link fabric.

   k. Testing of sub-base (Soil) before commencement of Sand filling and RCC/PCC pavement.

   l. Joint (expansion/contraction)/gap sealing of concrete pavement with sealing compound confirming to IS 1834 grade B.

3. The contractor shall deploy at least 1(one) Qualified Graduate Civil Engineer with 2-year post qualification pertinent experience or 1(one) Qualified Diploma Civil Engineer with 5-year post qualification pertinent experience for supervising/coordinating Civil work, taking instructions from Engineer-In-Charge, reporting work-progress & maintaining pertinent billing and work-related records etc. The Engineer so deployed may be empowered with proper power of attorney / Authority letter to act on behalf of the Contractor's firm for all work and bill related matters. The Engineer shall endeavor to be present on all working days and shall mark his presence in the attendance register maintained by RFCL. In case of his absence from duties under normal circumstances for more than 5 working days in a month, penalty shall be levied @ **₹1500** per working day from due payments of the Contractor, till resumption of duties by the Supervisor which shall be at the sole discretion of Engineer-In-charge. In case of absence due to medical reasons, Contractor shall inform the same to Engineer-In-Charge and shall endeavor to deploy replacement of Engineer temporarily, within 10 days. Upon failure to deploy Engineer or replacement Engineer within 10 days, penalty shall be levied @ **₹1800** per working day from due payments of the Contractor, till deployment of Engineer which shall also be at the sole discretion of Engineer-In-charge. The quoted rates shall be deemed to include the above provisions.

4. The works shall be executed at various areas inside RFCL Plant & Township as per execution drawings issued by RFCL to the Contractor from time to time and as per site requirement and instructions of RFCL Engineer-In-Charge. However, field assistance/inputs required, if any, for preparation of execution drawings by RFCL, shall be extended by the Contractor, for which nothing extra will be payable. The quoted rates shall be deemed to be inclusive of this provision.

5. If the plant situation warrants, some of the activities may have to be planned during night hours to ensure minimum disturbance to plant operation/personnel, for which nothing extra shall be payable by RFCL. The quoted rates shall be deemed to be inclusive of this provision.

6. Contractor to put all out efforts to ensure continuity of works is maintained at site during Monsoon season as well so that activities which are not impacted by rains can be continued. The necessary provisions for adequate drainage at work site during rains and protection of half-finished works, shall be ensured by the Contractor, so that pace of execution of jobs can be maintained with minimum disruption.

7. **Prior to commencement of RCC Works, the Mix Design for RCC Grades M15/M20/M-25/M-30 shall be carried out in a NABL accredited lab by the Contractor at no extra cost to RFCL, concrete works shall commence only after acceptance of the design mix report by RFCL on site test (Trial Mix). The quoted rates shall be deemed to be inclusive of this provision**

8. **The design mix shall be carried out considering that extra cement in design mix only up to 10% of the minimum specified cement content (as per CPWD DSR 2023) shall be payable separately as per rates specified in CPWD DSR 2023. In case the cement content in design mix is more than 1.10 times of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. The quoted rates shall be deemed to be inclusive of this provision.**

9. The contractor shall set-up lab at site and/or ensure availability of relevant testing equipment for establishing conformance to pertinent IS Codes/CPWD specifications, as applicable in respect of existing sub-grade soil, PCC, reinforcement bars to be done and other various construction materials including the concrete being poured. The contractor shall also maintain pertinent records for such tests. The quoted rates shall be deemed to be inclusive of this provision.

10. 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 within the quoted / final agreed rates as per work order.

11. The arrangements for all types of minor staging / scaffolding/approaches, to access the site for executing the work, shall have to be arranged by the contractor at his own cost within the quoted / finally agreed rates as per work order.

12. RFCL Plant is categorized as a hazardous factory and issuance of Safety work permits is mandatory for doing any job inside the plant process area. The contractor shall ensure that, until a safety work permit is issued by RFCL, work will not be carried out

13. The Contractor shall arrange necessary documents of their manpower and ensure compliance of formalities for making Gate passes to work in RFCL's premises as per RFCL Plant Gate Security norms, which include **mandatory ESI registration, medical fitness check-up & Police Verification of workmen** to be deployed. The workmen, supervisors, Engineers are allowed to come in the Plant/township area only 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. **The quoted rates shall be deemed to be inclusive of all these considerations.**

14. All consumable and non-consumable materials to be brought inside township areas shall be entered with proper gate passes. The same shall also be entered in the register being maintained by security personnel at the township's Main Gate.

15. Ensuring availability of calibrated measuring instruments/tools as and when required for measurement & inspection purposes like Measuring tapes, Auto-Level etc. shall be in the scope of Contractor.

16. The contractor shall provide pertinent PPEs (Personal Protective Equipment) like Safety Helmets, Safety Shoes, Safety Goggles, Face Shields, Dust Masks, Hand Gloves, Gum boots, Earmuffs etc. based on nature/location of works being carried out by workmen deployed by him. The contractor shall ensure strict compliance of Safety norms laid down by RFCL or as intimated from time to time, during the currency of the Contract. However, all workmen shall be mandatorily provided with **minimum 1 No. Safety Helmet (Yellow Colour),1 Pair of Safety Shoes & 1 Pair of Industrial Safety Hand Gloves**, which they shall wear invariably while working inside the township. The helmet shall bear the initials/logo of the Contractor's firm and Blood Group of the person wearing the same. **For carrying out works at height, Contractor shall ensure strict adherence to prevailing safety norms at RFCL which may include provision of additional safety equipment/arrangements like Safety Nets, Lifeline Ropes, Safety Belts (Double Hook Type), Roof-ladders and others as may be required in the opinion of Engineer-In-Charge/Safety Department of RFCL. The quoted rates shall be deemed to be inclusive of these provisions. In case, Contractor fails to comply with above Safety norms, flat penalty @₹ 500 per incident of violation shall be levied from due payments of the Contractor.**

17. The watch and ward of Contractor's as well as Free Issue Material, if any shall be in the scope of the Contractor, at no extra cost to RFCL.

18. To & fro Local Travelling as may be required, Lodging and Boarding of their staff and workers from work site to their place of stay, shall be in the scope of the Contractor.

19. Suitable Medical facilities/Insurance for their staff &worker as per applicable statutory provisions, shall be in the scope of the Contractor.

20. Contractor shall endeavor to obtain necessary work permit in 1 day in advance in standard format of RFCL which includes Electrical/ Instrumentation / process clearance before taking up the Excavation/Dismantling work.
21. The Contractor shall submit the Computerized Running Account Bills as per the RFCL approved format.
22. Social distancing to be maintained as per central/state government time to time guidelines regarding COVID'19. The cost for maintaining the COVID-19 norms like providing face masks, sanitizers etc. shall be borne by the Contractor.
23. The timing of work will be general shift unless otherwise instructed by Engineer-in-charge.
24. The contractor shall make suitable arrangement and quote their rate accordingly so that the labour will be given weekly off, holiday and other statutory benefits like annual leave & retrenchment benefits.
25. The contractor shall maintain records and comply to all applicable statutory provisions with respect to wage payment, PF, ESI labour license etc. (if required) and any other documents as may be required as per relevant statues.
26. No minor, sick, old or medically unfit labour will be deployed for the work.
27. The contractor shall abide by all statutory rules and regulations of local authority, State and Central Govt. regarding statutory benefits and non-statutory benefits prevailing at RFCL-Ramagundam as applicable, at his own cost.
28. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, contract labour (regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by RFCL on this account.
29. RFCL has right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Engineer-In-Charge.
30. The price shall be firm and no variation in price shall be allowed on any account till execution of the complete work.
31. The Quoted rates/prices shall include all the cost of materials, Seigniorage Fee (Royalty) for construction materials, applicable labours, taxes duties/levies except GST and other minor incidental expenses to complete the work as per the SOR Item.
32. The Seigniorage Fee (Royalty) related compliance and pertinent documentation to be ensured and maintained in line with relevant guidelines of Govt. of Telangana.

SPECIFIC REQUIREMENTS TO BE FULFILLED BY THE CONTRACTOR

1. Structural concrete mix shall be approved Design Mix of specified grade.
2. Generally the use of one of the following cements shall be considered,

   For RCC/PCC/ Brick work and plaster

   - 43 Grade Ordinary Portland cement as per IS: 8112.
   - 53 Grade Ordinary Portland cement as per IS: 12269.

   Can be used Only for Brick work and plaster

   - Portland Slag cement conforming to IS: 455.
   - Portland Pozzolona Cement (PPC, Fly ash based) cement conforming to IS: 1489 Part-1

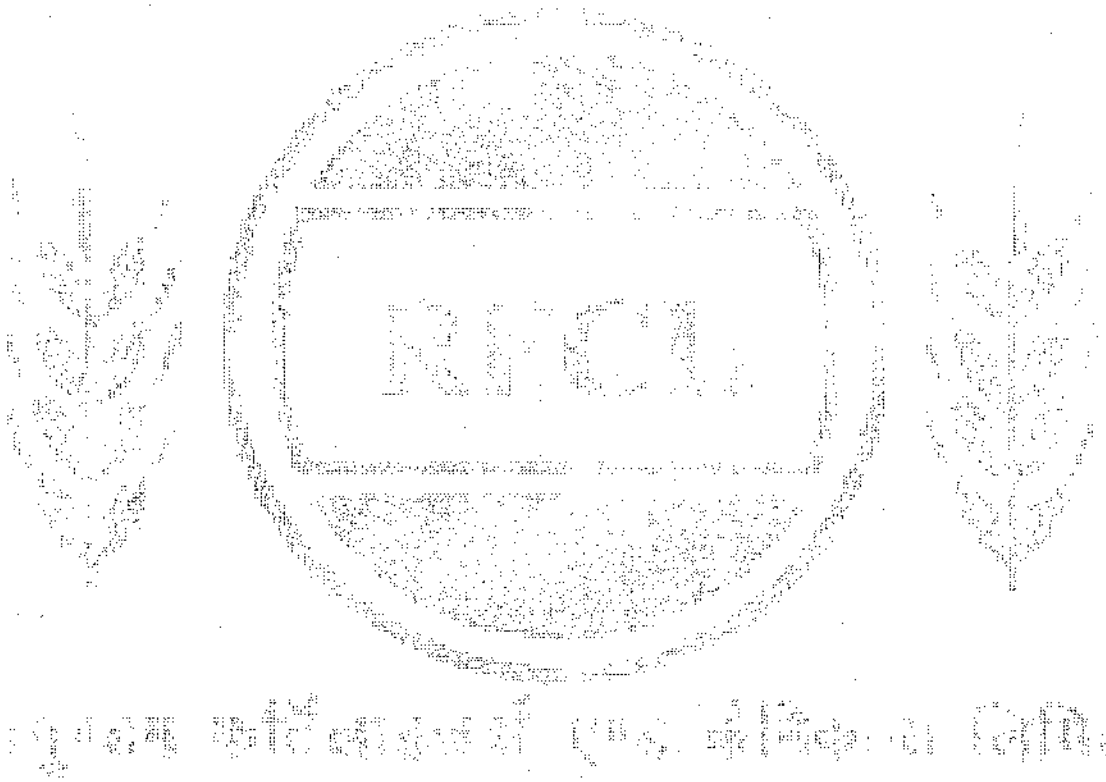
3. High strength deformed bars of Grade of Fe-500D and confirming to IS: 1786 shall be used for all RCC structure.
4. The exposure condition for the concrete shall be considered as moderate and minimum cement content and maximum free water-cement ratio as per Table-5 of IS:456.
5. All lugs shall be of high strength deformed bars of minimum grade Fe500D conforming to IS: 1786.
6. All structural steel, inserts/ sleeves shall be properly secured in position before pouring concrete. Metal insert plates shall be of grade E250A / BR / BO confirming IS:2062.
7. All works shall be done to the entire satisfaction of the Engineer-in-Charge. Any work not carried out in accordance with the instructions shall be dismantled and made good without any extra cost and time implication to the owner.
8. Proper management of loose earth, mud, water is to be ensured to avoid making area messy and slippery. Necessary arrangement shall be made to avoid water and mud ingress to OWS/CRW/CBD system
9. The contractor shall ensure that no damage of any kind is done during work execution. In case of any damage done by the contractor the same shall to be rectified at his own cost & time.
10. Only 'first' quality materials shall be used having valid BIS certification.
11. The procurement of GI chain link fabric should be confirmed to IS 2721 and MTC to be enclosed along with 3rd party test certificate per sample per lot before raising running bills. The quoted rates shall be deemed to be inclusive of this provision.
12. Common Burnt Clay Bricks shall conform to IS:1077 - Specification for common burnt clay building bricks and shall be of class 5.0 (with minimum compressive strength of 5.0 N/mm2)
13. The burnt clay fly ash bricks shall conform to IS 13757. The bricks shall be sound, compact and uniform in shape and colour. Bricks shall have smooth rectangular faces with sharp and square corners. The bricks shall be free from visible cracks, flaws, warpage, nodules of free lime and organic matter, the bricks shall be hand or machine moulded. The bricks shall have frog of 100 mm in length 40 mm width and 10 to 20 mm deep on one of its flat sides. If made by extrusion process may not be provided with frogs.
14. Solid concrete blocks shall conform to IS 2185 (Part-1) corresponding to the SOQ mentioned grades. The nominal dimensions (length, height & width), of solid & hollow concrete block masonry units shall be as per site requirement.

II. RFCL'S SCOPE:

1. Old unused building in plant shall be allotted free of cost subject to availability, which can be used as office-cum-store by the Contractor after refurbishing the same as per his requirement, at his own cost.
2. Temporary LT power supply Single/3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability.
3. To provide necessary work permits and isolations as and where required.
4. RFCL shall provide Water Supply at Single point near working areas subject to availability. However, Flexible Pipe Hose of required length & Connectors, Clamps etc. shall have to be arranged by the Contractor at his own cost.

III. TIME SCHEDULE:

1. The period of completion of work shall be 12 months from the start date mentioned in LOA and extendable as per provisions of the GTCC.
2. Mobilization with Men and Equipment shall be done within 10 (Ten) days of start date of work mentioned in LOA. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.
3. 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.



SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Apart from the SOR Items covered in this Contract, RFCL reserves the right to get any other items of CPWD Schedule of Rates 2023, executed by the Contractor depending on the requirement. The payment for such items shall be made as per rates of CPWD Schedule of Rates 2023, without considering any premium/discount quoted by the bidder. The contractor while quoting their rates must consider that, any item of CPWD Schedule of Rates be it Material Supply or composite items involving both material and manpower, may be got executed under this Contract.
2. RFCL also reserves the right to get any Extra Items executed which are not covered in SOR or CPWD Schedule of Rates 2023. The rates for such Extra Items shall be derived based on market rates and analysis procedure laid down in CPWD Analysis of Rates 2023.
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 shall have to execute the same work as a separate work.
4. The contractor shall endeavour to procure materials in adherence to **manufacturers listed under BIS.** However, materials meeting desired specifications may also be procured from alternate vendors, subject to submission of non-availability of BIS make's material with prior approval by Engineer-In-Charge, after sampling and/or requisite testing at NABL approved labs, if required at no extra cost to RFCL. The testing of concrete works, wherever applicable shall be carried based on pertinent provisions of BIS/CPWD Specifications, wherever applicable. The Contractor shall maintain/arrange required calibrated testing equipment at his own cost. The quoted rates shall be deemed to be inclusive of this provision
5. RFCL does not guarantee any quantum of work to be executed.
6. The work is to be executed at various heights, depths and levels as defined in SOR Items and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned/ applicable.
7. Nothing extra for adverse sub soil condition.

   There may be variation in nature of sub soil both horizontally and vertically. The contractor shall have to take necessary precaution during work against any happening like collapsing of earth etc. or any slip / settlement will have to be made good by the contractor at his own cost.
8. Contractor shall maintain a small Office-cum-Store in township/plant where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. RFCL 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.
9. Even though Schedule of Quantities/rates has been provided, but the agency shall **quote % above or below the pre-filled rates provided in the Schedule of Rates.** Item-wise Discount/ Premium is not permitted.
10. 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.

11. The contractor should note that work involved is to be executed adjacent to occupied buildings/ operational structures. He may have to bear the delay on account of various activities and unavoidable delays for which no claim whatsoever in respect of idle labour and loss will be entertained and nothing extra shall be paid for the same.

12. RFCL may ask any documents if seems necessary like income tax returns, Form 26AS etc. while evaluating tender.

13. 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.

14. For buildings only, all works upto level corresponding to finished floor level shall be treated as work in "Foundation and Plinth" and all works above the finished floor level shall be treated as "Work is superstructure.

15. For all Equipment pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above finished grade level will be taken as work in foundation and work above this level will be treated as work in superstructures and payments would be made accordingly. For retaining walls, work done upto 300mm above the lowest of the finished ground level on the either side of the retaining wall will be taken as work done in foundation.

16. **SPECIFICATIONS OF WORK: -**

The specification for workmanship and various Schedule Items shall be executed as described in the Item Description to the extent possible. The detailed specification wherever not specified in the Item shall be followed as per CPWD Schedule of Rates 2023 & CPWD Specifications 2019 including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.

The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications/Indian Road Congress (IRC). Wherever CPWD specifications are silent, the relevant BIS / IRC specifications shall be referred.

In case of any class of work for which there is no such specification as laid down in the contract or there is a discrepancy between specifications stipulated in item description & CPWD Specifications, such work shall be carried out in accordance to Good Engineering Practice with the instructions and requirement of the Engineer-in-charge.

17. **PREFERRED VENDOR LIST FOR MATERIALS: -**

The list of preferred vendors for various types of materials shall be as per **Annexure-XXIII.** The contractor shall endeavor to procure materials in adherence to the preferred vendor list. However, materials meeting desired specifications may also be procured from alternate vendors, subject to prior approval by Engineer-In-Charge, after sampling and/or requisite testing at NABL approved labs, if required at no extra cost to RFCL.

18. The weight of Reinforcement bars shall be measured for payment as per pertinent provisions of CPWD Specifications 2019. However, in case actual unit weight of reinforcement bars is found to be more than the nominal unit weight as per IS:1786, in such cases the nominal unit weight shall be considered for measurement and payment

19. **MOBILIZATION ADVANCE**

No Mobilization Advance shall be paid to the CONTRACTOR.

20. **SECURED ADVANCE ON MATERIALS**

No Secured Advance on materials shall be paid to the CONTRACTOR.

21. Tender fee is not applicable for this NIT, hence, the term "tender Fee" wherever mentioned in GTCC stands deleted.

22. In Clause no. 1.2.0 of GTCC service air shall not be provided by RFCL.

23. **GTCC Clause no. 1.8.0 (a) &1.8.0(b) stands deleted and replaced with following:**

Tenderers must submit Earnest Money Deposit of Rs. 1, 00,000/- (Rupees one lakh only). The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favoring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder.

In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the scan copy of the DD/BG is uploaded with the E-Tender & original DD/BG should be received by RFCL before opening of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name: Ramagundam Fertilizers and Chemicals Limited
Bank name : State Bank of India
Branch Name : RFCL BRANCH (61777)
Bank A/c no. : 36727029257
IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

Tenders without Earnest money deposit are liable to be rejected.

24. GTCC Clause no. 1.8.0 (c) stands deleted.

25. GTCC Clause 1.9.0(vi) is deleted and replaced with following: -

Bidder's bid should be workable. In case after Price Bid evaluation & analysis it is found that, bids have been submitted with non-workable rates i.e. abnormally low or high rates, such offers may be rejected.

26. GTCC clause no. 1.22.0 (a) is deleted and replaced with following: -

The work completion period is 12 months from the start date mentioned in Letter of Award to the contractor. The Contractor shall Mobilize at site within 10 (Ten) days of notification for actual date of start of contract. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.

27. The GTCC Clause 1.28.0 is deleted and replaced with following: -

Defect Liability Period:

The Contractor shall guarantee for the work done for a period of 12 months from the date of certified Completion of all works under the contract. 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.

28. GTCC Clause no. 1.30.0 (c) and 1.34.0 stands deleted.

29. GTCC Clause **1.36.0** stands deleted and replaced with the following: -

Liquidated Damages:

The list of works to be executed under this contract will be provided to the contractor during the Kick-off Meeting. Based on this, the contractor shall prepare a detailed work schedule, ensuring completion within the stipulated contract period, and submit it to RFCL for approval by the Engineer-in-Charge. The contractor is required to execute the works strictly in accordance with the approved schedule.

The time and date of completion of work as stipulated in the contract shall be deemed to be the essence of the contract. In the event the work is not completed according to the approved time schedule and is delayed beyond contract duration due to reasons attributable to the contractor, the contractor shall have to pay Liquidated Damages to the RFCL at the rates of 1 % of the total value of work excluding taxes for delay of every week or part thereof, subject to a ceiling of 10% of the total value excluding taxes of the work plus if applicable GST thereon. These Liquidated Damages shall be recovered from the Running Account/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with RFCL.

30. GTCC clause no. 1.38.0 and 1.39.0 is deleted and replaced with the following:

(i) Amicable Resolution

a. Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof whether during or after completion of the works or whether before or after termination shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.

b. The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within 15 days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute/difference.

c. If the dispute is not resolved within 30 days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

a. A written notice shall be given by the party invoking arbitration to the authorized representative/designated authority of the other party(s).

b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.

c. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications

under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or any new Act that may follow).

d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed ₹5 crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Concillation Act, 1996.

e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed ₹5 crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrator's fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

f. The language of the Arbitration shall be English.

g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to RFCL on date of award of contract.

h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

- **Jurisdiction**
  Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

31. RFCL may ask any documents if seems necessary like income tax returns, Form 26AS etc. while evaluating tender.
32. The instant Contract being a works contract benefits to MSME towards, waiver of EMD and other Provision of MSME shall not be applicable.
33. In order to govern welfare and working conditions of labourers engaged in construction activities, the building and other Construction Workers" (Regulation of Employment and Conditions of Service Act, 1996, hereinafter referred to as the "RE &CS") came into force. The RE&CS Act is applicable in respect of building and other construction work.
34. Wherever applicable, the Contractor/ Successful bidder shall strictly comply with the provisions pertaining to Building & other construction workers (Regulation of Employment & Conditions of Services) Act and Rules", "BOCW (RE & CS) Welfare Cess Rules.
35. The Contractor/ Successful bidder must be registered under the "Building & other construction workers (Regulation of Employment & Conditions of Services) Act, 1996" or in case of non-registration; contractor shall obtain registration within one month of the award of the contract.

36. The Contractor shall comply with the Building and Other Construction Workers" Welfare Cess Act, 1996, the building and other Construction Workers" Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

37. Cess as per the prevailing rate (at present 1%), shall be deducted at source from bills of the Contractor by RFCL and remitted to the "Secretary & C.E.O, Telangana Building and Other Construction Workers Welfare Board". The Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

38. Contractor shall also ensure to arrange registration for workers under BOCW Act.

39. Tender fee is not applicable for this NIT, hence, the term "tender Fee" wherever mentioned in GTCC stands deleted.

40. Since this is a Works contract, hence bidders registered under National small-scale industries/MSE/Start-ups are not exempted from submission of EMD. Submission of EMD is mandatory for all bidders. However, if a bidder fails to submit the Earnest Money Deposit (EMD), the EMD amount specified in the NIT shall be added (loaded) to the bidder's overall quoted value solely for the purpose of comparative bid evaluation. This loading shall not alter the contract value in the event of award.

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 fulfil 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, RFCLwill recover the amount of the compensation so paid from the Contractor's bill, Security Deposit, Bank Guarantees.

a) The Contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose, he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employee's share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the ESI Act, its regulations and scheme. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and RFCL will not bear any liability whatsoever on this account. Further, the Contractor

also indemnifiesRFCL 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 IX).**

d. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
e. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
f. RFCL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to RFCL from the successful tenderer/Contractor.
g. Security deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer/Contractor shall be returned to contractor after obtaining 'No objection certification' from executive department after expiry of 'Defect Liability Period' on demand within 30 days.
h. If the Contractor submits security deposit in the form of Bank Guarantee (BG) as above, EMD shall be refunded along with first RA Bill payment.
i. Security deposit shall be forfeited in case the vendor fails to execute the order.

1.28.0 **Period of liability (Defect Liability Period) :**

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

1.29.0 PROCEDURE FOR MEASUREMENT/BILLING OF WORKS IN PROGRESS:

a. Measurement and Billing:

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

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

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

b. Running Account Payments:

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

c. Completion Certificate/Final Bill:

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

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

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

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

d. Final Certificate:

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

1.30.0 Terms of Payment:

a. Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill. Payment of final bill shall be released within 60 days after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days.

b. All payments shall be made to Contractor through Electronic Funds Transfer (NEFT/RTGS Process) as per information furnished by the Contractor in prescribed e-banking mandate form. Any change in the particulars shall be immediately informed to RFCL.

c. Escalation in Rates:

i. The escalation/de-escalation in wages, if any, will be reimbursed for the component for the statutory part of the payment like, minimum wages (Basic+VDA), PF, ESI, Bonus, Leave Payment etc., however no escalation/de-escalation will be paid on the contract profit margin.

ii. Escalation/de-escalation is applicable only in the case of Complete/Pure Man power supply contracts. For all other contracts, prices/rates quoted shall remain firm and fixed till the completion of work/Final certificate as per tender and shall not be subject to escalation. However, if any Contract labour component identifiable in the Contract, RFCL may pay the differential Minimum wages only to the extent of labour component if claimed by the Contractor, in case Minimum Wages are increased subject to submission of supporting documentary evidence.

iii. The escalation/de-escalation in wages, if any will be reimbursed as per following:
Formula= Billed amount *Wt. avg. factor*(% of labour component)

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

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

S.No.	Category	Old Rate (Rs./day)	New rate(Rs./day)	Difference (Rs./day)	Proportion factor (Rs.)	Manpower deployed (No's)	Wt.avg difference (Rs./day)
1	A	B	C	D=C-B	E=D/B	F	G=E*F
2	Skilled	*522	*527	5	0.0096	5	0.0479
3	Semi-skilled	*433	*437	4	0.0092	2	0.0185
4	Un-skilled	*370	*373	3	0.0081	11	0.0892
5				**Total**	**0.0269**	**18**	**0.1556**
	Wt.avg factor (G5/F5)						**0.0086**

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

d. Tax Liability:

i. The rates to be quoted by the bidder should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence.

ii. No variation on account of taxes and duties, statutory or otherwise, shall be payable by RFCL to Contractor/Vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence except for period for which is completion is delayed due to delay by Contractor. Any reduction/deletion in Taxes / duties / cess / levies / fees shall be passed on to RFCL

iii. Addition of new taxes imposed by the State Governments/Central Government after submission of tender documents and during contractual period shall be to RFCL's account.

iv. Statutory deductions on account of any law for time being in force shall be made at the rates applicable at the time of release of payment to the bidder.

e. Raising of Invoice/Bill:

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

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

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

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

f. Debit notes and credit notes:

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

g. **Uploading of Taxable Invoices:**

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

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

1.31.0 **Preservation of Free Issue Material:**

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

1.32.0 Scrap Allowance (For Free Issue Material only):

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

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

1.33.0 **Issue of material from RFCL:**

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

1.34.0 **Issue of Gas Cylinder:**

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

a) Invoice price of gas.

b) Rent for each Cylinder per day.

c) Department charges.

d) Cost of collection and return of empty Cylinder.

1.35.0 **Material Transportation:**

The Contractor shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making

temporary stores/work sites, RFCL may indicate an area at its own discretion for putting up of a temporary hut/shed.

1.36.0 **Price Reduction Schedule:**

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

1.37.0 **Engineer-In-Charge**:

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

1.38.0 **Jurisdiction:**

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

1.39.0 **Conciliation & Arbitration:**

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

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

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal

shall not award interest on the awarded amount more than the rate of SBI MCLR/PLR/ Base Rate as applicable to RFCL on the date of award of contract. The arbitration shall be conducted in English. The award shall be final and binding upon the parties.

1.40.0 **Contractor to Remove Unsuitable Employees**:

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

1.41.0 **Safety Regulations**:

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

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

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

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

1.42.0 **Contractor to Execute Agreement**:

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

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

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

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 will any claim whatsoever be entertained on the plea of ignorance or overlooking.

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

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

1.44.0 **Payment for Preparation of Bid Document:**

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or

b. Abandons the work, Or Persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or

c. persistently fails to adhere to the agreed program of work

Or

d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or

e. Performance is not satisfactory or work is abnormally delayed, Or

f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.

g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or

h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or

i. Ring tender/Cartel formation/Non-bonafide method, or

j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.

k. Failure to submit the PF code before start of Work and labour license, if applicable, along with first RA bill.

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

1.45.2 Consequences of Termination:

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

a. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount (plus 25%) by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.

b. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

c. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.

d. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

1.48.0 **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-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 fulfilment of statutory requirements such as PF, ESI, Bonus, leave payment etc. by the contractor. Further, the Contractor has to make the payment to his workmen on or before 7th day of the following month directly into their bank accounts. In case Contractor fail to do so, RFCL being the Principal Employer will disburse the payment to Contractor`s workmen employed for this work and deduct the amount so paid from his bill. For this, RFCL will recover additional 25% of the total wage bill of the labour, as departmental/ administrative charges.

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

1.53.0 The Contractor shall ensure that all formalities, permissions, licenses required be complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement / employment of laborers are duly complied with along with maintenance of all records and resisters 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-X) 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 Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RFCL site (Proforma attached as Annexure "XII"). 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.

1.64.0 Signed copy the Integrity Pact as per enclosed **Annexure-XVIII**. To be executed on plain paper and submitted along with technical Bid/tender documents. Integrity pact is an integral part of the tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.rfcl.co.in.

1. Sh. Vishwanath Giriraj, IAS (Retd) A Wing, Flat 1001, Landmark Towers GD Ambedkar marg, Opp. Wadala Telephone Exchange Naigaon, Dadar East, Mumbai -- 400014 # 9821937549 Email: vgiriraj@rediffmail.com	2. Sh. Ranvir Singh, IFS (Retd) Village & Post – Hardas Pur, Tehsil – Phagwara, Distt. -- Kapurthala Punjab – 144 411 # 9711000103 Email: ranvirbains@hotmail.com



Annexure-IX

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 **Ramagundam Fertilizers and Chemicals Limited, Scope Complex, Core No. III,7, Institutional Area, Lodhi Road,New Delhi-110003** 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.

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 _____2025

(Indicate the Name of the Bank with stamp)

Annexure-X

Proforma for Indemnity Bond

(To be prepared on Stamp paper of Rs.500)

This DEED OF INDEMNITY made between M/s..... .....having its registered office at .....and place of business at..... (hereinafter called 'The Contractor'), which expression shall include its successor and assigns of the one part and M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED , a company incorporated under the Indian Companies Act, 2013 and having its registered Office at **Ramagundam Fertilizers and Chemicals Limited, Scope Complex, Core No. III,7, Institutional Area, Lodhi Road,New Delhi-110003** (herein under called 'the Owner') which expression shall include its successors and assigns of the other part WHEREAS the Owner has placed a Work Order No. .....on the Contractor for ....and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of .....

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

NOWTHIS DEED WITNESSETH AS FOLLOWS

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

Dated:

Annexure-XI

CONTRACT AGREEMENT

(To be prepared on Non-Judicial Stamp paper (State of Telangana) of Rs.200/-)

THIS CONTRACT is made on this_____ day of_____ at Ramagundam

BETWEEN:

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, [CIN: U24100DL2015PLC276753], a Company incorporated under the Companies Act, 2013 having its registered office at Scope Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Unit/Office at Fertilizer City, RFCL Plant, Ramagundam, Peddapalli Telangana – 505210 India [herein after referred as "RFCL/Owner"] represented by its Unit Head, RFCL Plant, Ramagundam which expression shall be deemed to include its successors and assigns) on the First Part.

AND

M/s _____(carrying on business in sole-proprietor/partnership/ company etc.) having its office/ registered office at (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____dated_____for total Contract value of Rs. _____(Rs. _____Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE-1

1.0 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents namely: -

a) This Contract

b) Tender Document/NIT

c) Work Order No._____dated_____

d) Letter of Intent / Notification of Award No._____ dated_____

e) Contractor Quotation/bid dated _____

f) Owner's Tender Document/ NIT No._____ dated_ _____

g) Amendment/Addendum/ Corrigendum dated (If any) to Tender Document/NIT.

h) Owner's Letter/email dated (If any).

i) Contractor's Letter/email dated (If any).

1.2 A copy each of the above documents (a) to (i) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE-2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Technical Specifications and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect and handed over to Ramagundam Fertilizers and Chemicals Limited within a period of_____ months/year w.e.f. _____to_____. The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 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 Consultant 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 Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant 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.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

4.2 Owner 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 Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

i) 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 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.

ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.

iii) 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 advance on account of or with a view to the execution of the works, or on account of expected profits.

iv) 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.

v) Apart from above RFCL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of RFCL in all units / offices as per RFCL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

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, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, 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 hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, 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.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither RFCL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

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

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication 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 Post/ Speed Post or email to the Officer/Engineer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through

Registered Post/Speed Post or email to the Contractor at his specified address at_____

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation 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 or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 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, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

(i) Amicable Resolution

a) Any dispute, controversy, difference or claim whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof, whether during or after completion of the works or whether before or after termination, shall at first instance be attempted to be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party.
b) The parties shall nominate one (01) representative/committee for negotiations for amicable resolution within fifteen (15) days of receipt of notice of dispute. Upon such reference, such nominees shall meet (in-person or by video conferencing) at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the dispute/difference.
c) If the dispute is not resolved within thirty (30) days thereon, the dispute shall be referred to arbitration as per the procedure mentioned below.

(ii) Arbitration

a. A written notice shall be given by the party invoking arbitration to the authorised representative/designated authority of the other party(s).
b. The seat and venue of the Arbitration shall be New Delhi, India and shall be governed by the laws of India and adjudicated as per Indian laws.
c. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. The Courts at New Delhi shall have exclusive jurisdiction over all applications and proceedings arising out of or in connection with the arbitration, including applications under Sections 9, 11, 34, and 37 of the Arbitration & Conciliation Act, 1996 (or its pari-materia in any amendment or any new Act that may follow).
d. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole

arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

e. Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration exceed Rs. Five crores, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.
f. The language of the Arbitration shall be English.
g. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to RFCL on date of award of contract.
h. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

ARTICLE-12

12.0 JURISDICTION

Subject to the Arbitration Clause contained herein, the Courts of Telangana shall have exclusive jurisdiction over all disputes, claims, or causes of action arising out of or relating to this contract, including any matters connected with its execution, performance, interpretation, or termination, which are not required to be resolved through arbitration under this Contract.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED	SIGNED & DELIVERED
For and on behalf of	For and on behalf of contractor
Ramagundam Fertilizers and Chemicals Limited, (RFCL/Owner)	(With Rubber Stamp)
(With Rubber Stamp)	
Date:	Date:
Place: Ramagundam	Place:
In the Presence of:	In the Presence of:
Witness	Witness

1.

Signature _____

Name of Signatory_____

Address_____

1.

Signature _____

Name of Signatory_____

Address_____

2.

Signature_____

Name of Signatory_____

Address_____

2.

Signature _____

Name of Signatory_____

Address_____



(Undertaking for Statutory obligations to be given in the letter head along with every Running Bill)

Certificate of Compliance

Of

Statutory Provisions of Labour Laws

Certified that provisions of contract Labour (Regulations and Abolition Act-1970) and other relevant Laws as mentioned below have been complied with towards the contract for _____ awarded to M/s. _____having work order No_____dated_____ for which RA Bill No_____ has already been submitted for Rs._____ against which payment has been made through Electronic Fund Transfer to the bank accounts of the employees and is as per Minimum wages act, bonus and other laws and no complaint has been lodged till date by any contract employee of the above contractor, who has paid wages and applicable statutory payments on account of EPF, ESI, Bonus, Leave Payment for the month of _____.

Maintained proper registers, records, documents and books and filed proper returns, forms and statement and furnished necessary particulars to the relevant authorities. EPF and ESI Contributions for the above referred month have been deposited with concerned authorities on or before due dates in respect of the manpower deployed as mentioned in Sl. No _____ to _____ of wage payment register.

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

WE have gone through the terms and conditions stipulate in the tender document and confirm to abide by the same and not done or committed any act or entered into any transaction in violation of any statutory provisions.
No other charges would be payable by RFCL.

(Signature & Seal of Authorized signatory
of the Agency/Contractor with seal)

Signature & Seal of
Authorised Signatory
of the Executing Department)

Verified by
Authorised Signatory
(Signature & Seal of
HR Department, RFCL)

Name of Work: - Civil and Structural Works Contract for Miscellaneous Civil Works in Plant & Township Area, RFCL Ramagundam Under Phase-II Scheme.

SCHEDULE OF QUANTITY AND RATES

Sr. No.	Description of work	Unit	Quantity	Rate	Amount (In Rs.)
1.00	**Earth work**				
1.02	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 15 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
1.02.1	All kinds of soil	Cum	1850	136.83	253135.50
1.03	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation, trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
1.03.1	All kinds of soil.	cum	365	200.65	73237.25
1.04	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m.				
1.04.1	All kinds of soil	sqm	5200	26.32	136864.00
2.00	**Carriage of material**				
2.01	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge,	Cum	100	203.46	20346.00

	beyond 50 m initial lead, for all leads including all lifts involved.				
2.02	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 50m and upto 1km Deduct 20% of measurement for looseness, if calculate from vehicle size by trip.	Cum	1220	167.69	204581.80
2.03	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 1km and upto 2km Deduct 20% of measurement for looseness, if calculate from vehicle size by trip.	Cum	590	189.49	111799.10
2.04	CARRIAGE OF earth by Mechanical Transport including loading,unloading and stacking beyond 2km and upto 3km Deduct 20% of measurement for looseness, if calculate from vehicle size by trip.	Cum	50	211.05	10552.50
3.00	**Back filling/filling and compaction**				
3.01	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	357	151.08	53935.56
3.02	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	cum	168	1637.05	275024.40
3.03	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paver finisher in sub-base / base course on well-prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	Cum	50	2246.43	112321.50

4.00	**Plan cement concrete work-cement shall be Ordinary Portland cement (OPC)**				
4.01	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :Note:- Minimum cement consumption shall be as per DSR				
4.01.1	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	72	6072.97	437253.84
4.01.2	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	10	5622.96	56229.60
4.02	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete.				
4.02.1	All works upto plinth level :				
4.02.1.1	concrete of M15 grade with minimum cement content of 240 kg /cum	cum	450	6926.77	3117046.50
4.02.1.2	Concrete of M20 grade with minimum cement content of 270 kg /cum	Cum	25	7101.33	177533.25
4.02.2	All works above plinth and upto floor V level				
4.02.2.1	concrete of M15 grade with minimum cement content of 240 kg /cum	cum	6	7200.92	43205.52

4.02.2.2	Concrete of M20 grade with minimum cement content of 270 kg /cum	Cum	5	7375.47	36877.35
5.00	**Reinforced cement concrete-cement shall be Ordinary Portland cement (OPC)**				
5.01	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : Note:- Minimum cement consumption shall be as per DSR				
5.01.1	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	15	6616.32	99244.80
5.02	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Ordinary Portland cement, admixtures in recommended proportions as per IS:9103 to accelerate/ retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of cantering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete.				
5.02.1	All works upto plinth level				
5.02.1.1	Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	199	7326.67	1458007.33
5.02.1.2	Concrete of M30 grade with minimum cement content of 350 kg /cum	Cum	530	7442.88	3944726.40
5.02.2	All works above plinth level upto floor V level				
5.02.2.1	Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	20	7600.67	152013.40

5.02.2.2	Concrete of M30 grade with minimum cement content of 350 kg /cum	Cum	20	7717.02	154340.40
5.03	Add for using extra cement in the items of design mix over and above the specified cement content therein.	quintal	258	565.40	145873.20
6.00	**Centering and shuttering**				
6.01	Centering and shuttering including strutting, propping etc. and removal of form for				
6.01.1	Foundations, footings, bases of columns, etc. for mass concrete	Sqm	870	302.28	262983.60
6.01.2	Suspended floors, roofs, landings balconies and access platforms.	Sqm	50	714.75	35737.50
6.01.3	Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	100	567.64	56764.00
7.00	**Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete below and above plinth level.**				
7.01	Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	20312	83.14	1688739.68
8.00	**Expansion joints**				
8.01	Providing 20mm wide Expansion Joints in pavement, slabs as per standard specification including cleaning the joints of all loose material, filling with 20mm thick impregnated fibre boards for the full depth of slab except for 25mm depth from top and sealing the top 25mm with approved Joint Sealing Compound as per IS: 1834 Type-B etc. all complete as per drawings, specifications and directions of Engineer-in-Charge.				
8.01.1	For type-II pavement (Upto and inclusive of thickness of 150 mm).	RM	1894	257.00	486758.00
8.01.2	For type-III pavement (Upto and inclusive of thickness of 100 mm).	RM	300	200.00	60000.00
8.02	Providing and fixing pre-moulded joint filler in expansion joints of RCC roads / CC pavements after making the joints dust free with high pressure air jet cleaners, all complete as per direction of the Engineer-in-Charge. (Pre-moulded joint fillers shall be	RM	10100	4.08	41208.00

	made of bitumen hot sealing compound impregnated fibre board having impregnation more than 35%, conforming to IS:1838 for fibre board and IS: 1834 for hot sealing bitumen compound grade B). Cost for per cm depth per cm width per Note:- sealing compound shall be paid separately				
8.03	Providing and filling in position rubberized bitumen hot sealing compound for sealing of expansion joints in roads / pavements all complete as per direction of the Engineer-in-Charge. Using grade 'B' sealing compound conforming to IS: 1834. Cost for per cm depth per cm width per	RM	2020	19.42	39228.40
8.04	supply & laying of Separation Membrane of impermeable plastic sheeting 125 micron thick	sqm	5236	16.29	85294.44
9.00	**Mechanical Anchor fasteners - Non FIM Items**				
9.01	Supplying, handling, transporting to site of work and fixing approved MECHANICAL ANCHOR FASTENERS M.S. bolts of Grade 5.8 or more, GALVANIZED with minimum thickness of 5 microns (approved for use in cracked concrete), of 16mm dia at specified positions on concrete floors, roofs, beams (sides and bottom), walls, columns etc. according to manufacturer's specifications including all accessories like nuts, washers etc. of required size, testing, necessary scaffolding, drilling of the holes in concrete surface with electric drill, cleaning of holes with air blowout & wire-brush, and making good any damage done to the structure etc. all complete for all heights, depths and locations as specified and directed.	Each	20	700.00	14000.00

9.02	Supplying, handling, transporting to site of work and fixing approved MECHANICAL ANCHOR FASTENERS M.S. bolts of Grade 5.8 or more, GALVANIZED with minimum thickness of 5 microns (approved for use in cracked concrete), of 20mm dia at specified positions on concrete floors, roofs, beams (sides and bottom), walls, columns etc. according to manufacturer's specifications including all accessories like nuts, washers etc. of required size, testing, necessary scaffolding, drilling of the holes in concrete surface with electric drill, cleaning of holes with air blowout & wire-brush, and making good any damage done to the structure etc. all complete for all heights, depths and locations as specified and directed.	Each	20	780.00	15600.00
10.00	**Masonry works**				
10.01	Providing and laying Brick Masonry with bricks of class 5.0 in cement mortar 1:6 in one or more brick thickness and in any shape(excluding circular/curved brick masonry) at all depths below plinth level including the cost of materials, labour, scaffolding/staging, sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, finishing the joints flush below ground level and raking out the joints above ground level, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor.	Cu.M.	20	6158.47	123169.40
10.02	Providing and laying Brick Masonry with bricks of class 5.0 in cement mortar 1:6 in one or more brick thickness and in any shape(excluding circular/curved brick masonry) at all heights above plinth level including the cost of materials, labour, scaffolding/staging, sampling &	Cu.M.	30	6685.45	200563.50

	testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, finishing the joints flush below ground level and raking out the joints above ground level, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor				
10.03	Providing and laying Half Brick Masonry with bricks of class 5.0 in cement mortar 1:4 in any shape including the cost of materials, labour, scaffolding/staging, sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape and size, raking out the Joints, supplying and placing 2nos 6mm dia. MS Bars at every fourth course, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. All materials including cement supplied by the contractor.	Sq.M.	100	768.78	76878.00
10.04	Providing and applying cement plaster 1:4 (1 cement: 4 fine sand) :				
10.04.1	12 mm thick.	Sq.M.	600	267.52	160512.00
10.04.2	15 mm thick.	Sq.M.	400	307.91	123164.00
10.05	Providing and applying cement plaster 1:4 (1 cement: 4 fine sand) finished with a floating coat of neat cement.				
10.05.1	12 mm Thick	Sq.M.	100	328.03	32803.00
11.00	**Section-7 (Plumbing work)**				
11.01	Supplying and laying in position PVC pipes conforming to IS:4985 Class – I for cable crossings, including cutting the pipe if necessary, lowering, laying in position to proper levels, slopes ,providing proper jointing as per code requirements or manufacturers recommendations, sealing the open ends of pipes with gunny bags etc. all				

	complete as per drawings, specifications and directions. For following NOMINAL OUTSIDE PIPE DIA (MM)				
11.01.1	Dia (outer) -100/110 mm Piping Material Class –I	RM	20	436.00	8720.00
11.01.2	Dia (outer) -160 mm Piping Material Class -I	RM	60	698.00	41880.00
11.02	Supply and installation of valve assembly consisting of valve, 2 no. flanges, 2 no. gaskets and 2 sets of nuts & bolts per valve assembly in position including fixing of nuts, bolts, gaskets, washers etc. complete as per drawings, specifications and directions of Engineer-in-Charge. Gate valve assembly for following nominal sizes				
11.02.1	(Dia – 6 Inch Piping Material Class – J2A)	Each	4	22800.00	91200.00
11.02.2	(Dia – 4 Inch Piping Material Class – J2A)	Each	4	16150.00	64600.00
11.03	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :				
11.03.1	150 mm dia. R.C.C. pipe	Meter	10	428.93	4289.30
11.03.2	250 mm dia. R.C.C. pipe	Meter	10	693.59	6935.90
11.03.3	300 mm dia. R.C.C. pipe	Meter	10	766.43	7664.30
12.00	**DEMOLISHING AND DISMANTLING**				
12.01	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge	cum	5	1876.38	9381.90
12.02	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	cum	5	2737.40	13687.00

Drawings

12.03	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum	5	1588.06	7940.30
12.04	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below	each	10	283.04	2830.40
12.05	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	sqm	100	205.39	20539.00
12.06	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	kg	500	4.35	2175.00
12.07	Demolishing R.C.C. work by mechanical means and stockpiling at designated locations and disposal of dismantled materials up to a lead of 1 kilometre, stacking serviceable and unserviceable material separately including cutting reinforcement bars.	Cum	5	2172.89	10864.45
12.08	Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre, as per direction of Engineer-in-charge	Cum	5	324.37	1621.85
12.09	Dismantling manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge :.				
12.09.1	Water bound macadam road	Cum	10	670.46	6704.60
12.10	Hacking of CC flooring including cleaning for surface etc. complete as per direction of the Engineer-in-Charge.	sqm	500	2.66	1330.00

13.00	**Other Miscellaneous Works**				
13.01	Providing and laying 60mm thick factory-made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	sqm	500	749.24	374620.00
13.02	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	cum	5	7798.92	38994.60
13.03	Supply of SS anchor Fasteners (RCC / Brick) – M-10x100mm Fasteners shall be of hilti/fischer/equivalent make	each	400	82.52	33008.00
13.04	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.				
13.04.1	SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer	sqm	400	108.84	43536.00
13.05	Drilling suitable holes in reinforced or plain cement concrete with power driven drill machine to a minimum depth of 100mm upto 200mm in RCC beams, lintels, columns and slabs to				

	introduce steel bars for sunshades/balconies including fixing the steel bars in position using epoxy resin anchor grout of approved make but excluding the cost of reinforcement, all complete as per direction of Engineer-In Charge.				
13.05.1	Upto and including 12mm dia.	each	100	108.84	10884.00
13.06	Supplying and fixing turn buckles and straining bolts for barbed wire fencing.	each set	50	211.44	10572.00
13.07	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.	KG	5540	96.94	537047.60
13.08	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles and straining bolt etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used. With G.I. barbed wire Rate is included turn buckles and straining bolt for barbed wire fencing	Meter	1220	17.04	20788.80
13.09	Providing and fixing G.I. chain link fabric fencing with 4 mm dia. GI wire, 50x50mm diamond mesh chain link fence fabric conforming to IS:2721 fixed to steel/RCC posts/struts above ground level, including supply of chain link fencing fabric in required width/wide rolls, stretcher bars, staples, etc. required for fixing the fencing, fixing of chain link fencing between straining posts, fixing of	sqm	1029	784.55	807301.95

	bottom of fencing to a concrete sill beams by means of hairpin staples, including supply and fixing line wires, complete as per drawings, specifications and directions of Engineer -in- Charge . All materials shall be supplied by the Contractor				
13.10	Applying priming coat: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	sqm	349	51.95	18130.55
13.11	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	sqm	198	131.58	26052.84
13.12	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	kg	1370	90.45	123916.50
				Total	**16924769.56**
	Estimated Amount Total :- (Rupees One Crore Sixty Nine Lakhs Twenty Four Thousand Seven Hundred Sixty Nine & Paisa Fifty Six only)				

(Only percentage rate (%) above or below to be quoted)
The bidders are required to quote rates as under: The bill of quantities with pre-filled rates has been provided & the agency is required to quote as per details below:-
1) Quoted Rates = RFCL Pre-filled Rates minus _____%(Below) in figure and _____%(Below) in Words
OR
2) Quoted Rates = RFCL Pre-filled Rates plus _____%(Above) in figure and _____%(Above) in Words
3) **Quoted Amount Total for SOR** _____ IN FIGURES _____IN WORDS
OVERALL EVALUATION
1) Total Quoted Amount **(Quoted Amount Total) =** _____**IN FIGURES** _____**IN WORDS**
2) GST @ 18% on quoted Amount

3) Quoted Overall Total including GST _____**IN FIGURES** _____**IN WORDS**

BIDDERS TO NOTE BEFORE QUOTING	
A)	The amount rates should be quoted in Indian rupees only and should be indicated both words and figures. In case of any discrepancy, the amount quoted in words shall be treated as final. Any corrections made in the prices shall authenticated with signature at all places. The tenderer shall have to submit the schedule of rates proforma duly filled in, failing which their price bid will not be accepted.
B)	The Rates quoted should be inclusive of all Taxes except GST, 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.
C)	**Bids shall be evaluated on overall lowest basis**
D)	Quantity 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.
E)	Rates shall remain firm throughout the currency of the Contract. This being a works contract, no escalation/de-escalation on rates shall be applicable whatsoever.

Signature of Bidder:	
Name	-
Date	-
Place	-

Annexure-XIV

(An Affidavit in **original** on Non-Judicial Stamp Paper of **Rs.100.00** duly attested by Notary)

AFFIDAVIT

With reference to NIT No. _____ Dated: DD.MM.YYYY of Ramagundam Fertilizers and Chemicals Limited for"_____(**Name/Description of Tender**).". I,_____S/o Sh._____R/o_____do hereby solemnly affirm and declare as_____(Proprietor / Partner / Authorized signatory of the firm) on behalf of M/s_____as under :-

i) That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed, suspended, Banned, put on holiday or on negative list etc. by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.

ii) That no other Firm/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/or incorrect at any stage, RFCL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated:_____

Verification:
It is certified that the above contents/facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place_____
Date _____

Annexure-XV

CHECK LIST FOR BIDDERS

Sl. No	Documents	Yes/No or N/A
1	~~Cost of Tender documents:~~ ~~DD No._____Amount_____Date _____or~~ ~~UTR no._____Amount_____Date_____~~	N/A
2	EMD DD No._____Amount_____Date_____ or UTR no._____ Amount_____Date_____ or BG No._____ Amount_____Date_____	
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 and submitted?	
5	Whether Declaration form-II (bidders' details) filled up and submitted?	
6	Whether Declaration form-III is filled up and submitted?	
7	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is enclosed?	
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	
14	Duly Notarized Affidavit as per Annexure-XIV of the tender document document.	
15	Total Turnover of the business in F.Y. 2023-24, 2024-25 & 2025-26 (Attach copy of Audited Profit & Loss Account and B/S for the Financial 2023-24, 2024-25 & 2025-26)	

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	
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. 135.40** Lacs (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. 84.63** Lacs (excluding taxes) **OR**			
19	Three similar completed works costing each not less than **Rs. 67.70** Lacs (excluding taxes)			
20	The Average Annual Financial turnover of the bidder shall not be less than **₹50,77,430.87/-** during last three Financial years i.e. FY-2023-24, FY-2024-25 & FY-2025-26.			
21	Enclosed copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per **Annexure- (attach)**			
22	Enclose duly signed copies of Form I & Form II for PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA as per attached Annexure-XX			
23	All annexures have been signed as per tender document.			

Bid Evaluation Criteria:

1. Price bid/Schedule of Rates (SOR) of those bidders, who accepts and confirms to all the terms and conditions of NIT without any deviation, will be opened after due notice to eligible bidders.

2. If there is any difference between the premium/discount percentage (%age) quoted and in absolute amount, then the premium/discount percentage (%age) will be treated as final. If there is any discrepancy between the words and figures, the amount in words shall prevail. In case absolute amount is not filled then, absolute amount will be derived by applying percentage quoted.

3. Even though Schedule of Quantities has been provided, but the agency shall **quote % above or below RFCL Estimated rates.** Item-wise Discount/ Premium is not permitted.

4. If, the Premium/discount quoted by two or more bidders are happened to be same, those bidders will be given a stipulated time period in which they have to submit a closed envelope quoting the percentage of discount over and above the previously submitted percentage of premium/discount. The bids shall be evaluated on overall lowest basis after considering the revised discount. If two or more bidders quote same discount again then they will be given one final opportunity to offer final maximum discount. If two or more bidders again quote the same maximum discount, then lottery system shall be resorted to, to **ascertain the name of contractor to whom the job shall be awarded.** Names of all bidders quoting lowest bids of same maximum discount shall be noted on chits. These chits shall be put in a container and shall be mixed properly. Any neutral person or any bidder representative chosen on consensus or voting basis or if in case there is no-consensus, then finally AGM (C) shall be blind folded and he shall pick up the chit from container. The name of party whose name is written on the chit shall be forwarded for further processing as per RFCL's procedure to obtain approval for award of work.

5. Evaluation of the price bids shall be done on Overall Lowest basis and the work shall be awarded on L-1 basis.

6. The rates to be quoted by the party should be inclusive of all duties, taxes, levies, entry tax etc. but excluding GST. The GST will be extra and as applicable.

7. RFCL may ask form 16A/26AS in support of work completion certificate for work orders submitted in response to BQC.

8. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.

9. Splitting of Contract is not applicable.

10. Since this is a Works contract, hence bidders registered under National small-scale industries/MSE/Start-ups are not exempted from submission of EMD. Submission of EMD is mandatory for all bidders. However, if a bidder fails to submit the Earnest Money Deposit (EMD), the EMD amount specified in the NIT shall be added (loaded) to the bidder's overall quoted value solely for the purpose of comparative bid evaluation. This loading shall not alter the contract value in the event of award.

Annexure-XVII

BID SECURITY (**EMD**) FORMAT

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT Scope Complex, 7 Institutional Area, Lodhi Road New Delhi - 110003 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____FOR_____HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____FOR _____ON PRODUCTION OF BANK GUARANTEE FOR RS._____(RUPEES /USD_____ONLY).

1. WE_____BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES_____ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS_____ ONLY).

3. WE _____BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE_____TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN CONSTITUTION OF THE BANK OR THE CONTRACTOR(S). ALSO THE GUARANTEE WILL NOT BE DISCHARGED DUE TO CHANGE IN THE CONSTITUTION OR MANAGEMENT OF RFCL.

5. WE _____BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING.

DATED_____DAY OF_____20

CORPORATE SEAL FOR BANK.



INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Vishwanath Giriraj, IAS (Retd)
A Wing, Flat 1001, Landmark Towers
GD Ambedkar marg, Opp. Wadala Telephone Exchange
Naigaon, Dadar East,
Mumbai -- 400014
9821937549
Email: vgiriraj@rediffmail.com

Sh. Ranvir Singh, IFS (Retd)
Village & Post – Hardas Pur,
Tehsil – Phagwara, Distt. -- Kapurthala
Punjab – 144 411
9711000103
Email: ranvirbains@hotmail.com

Integrity Pact

(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on___ day of the month of_____ 20__, between, on one hand, the Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "Buyer".

AND

_____

herein after referred to as "The Bidder/Contractor".

which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Tender ID: RFCL /ST/Civil/Road Repair/PT /2025/45 and Tender Description: ANNUAL RATE CONTRACT FOR ROAD REPAIR WORKS AT VARIOUS LOCATION INSIDE PLANT and TOWNSHIP AREA IN RFCL SITE RAMAGUNDAM and the BIDDER/Seller is willing to offer/has offered the stores and / or to undertake the work as per the Tender.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU or its subordinate offices/Organizations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly

with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the

BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section – 6 of the Companies Act 2013.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

2.14 The Bidder signing this Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

2.15 The Integrity Pact document should be duly signed and uploaded by the Buyer (RFCL) as part of the Tender Documents. The Bidders shall download this IP document, sign it at the designated place and upload the same as part of their submission documents in bids.
In Works contracts, where contract agreement is signed on a non-judicial stamp paper, the IP shall form part of the contract agreement.

In Procurement of Goods and Services (Consultancy/Non-Consultancy), where signing of a contract agreement may not be a requirement, the IP may be obtained on a non-judicial stamp paper from the bidders after opening of the Technical Bids.

3. <u>Previous Transgression</u>

3.1 The BIDDER declares that no previous transgression occurred in the last three

years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in Request For Proposal i.e. RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

i) Bank Draft or a Pay Order in favour of _____

ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER

with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR (London Interbank Offered Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bhartiya Nyaya Sanhita 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed (details in clause 7.1) for the purposes of this Pact.

6. <u>Fall Clause</u>

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent External Monitors (IEMs)

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission, Details of IEMs are as follows:

a) Sh. Vishwanath Giriraj, IAS (Retd.)
A Wing, Flat 1001, Landmark Towers, GD Ambedkar marg, Opp. Wadala Telephone Exchange, Naigaon
Dadar East, Mumbai – 400014; Email: vgiriraj@rediffmail.com

b) Sh. Ranvir Singh, IFS (Retd.) Email:
iem1@rfcl.co.in

7.2 The task of the IEMs shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.

7.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM's, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

7.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary

information and documents in English and shall extend all possible help for purpose of such examination.

9. Law & Place of Jurisdiction
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity
11.1 The validity of this Integrity Pact shall be from date of its signing and extend up-to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. This Integrity Pact is deemed as part of the Contract/Tender documents and all concerned bidders are bound by its provisions.

(For & on behalf of the Buyer) (For & on behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

06/11/26

B.K. VITTAL KUMAR
ASSISTANT GENERAL MANAGER (C)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam, Dist. Peddapalli-505210 (T.S)

Place: Ramagundam
Date:

Witness 1 :-------- Witness 1 : _____
(Name & Address) (Name & Address)

Nizamuddin
AGM(C) - RFCL Ramagundam

Witness 2 : _____ Witness 2 : _____

(Name & Address) (Name & Address)

Gaurav Shrivastava
AM(C) RFCL
B-202, RFCL Ramagundam

ANNEXURE-XIX

Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested

I, _____S/o Sh. _____resident of_____ do hereby solemnly affirm and declare as under:

1. That on _____(date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s_____ is a sole proprietorship firm.

2. That I am the sole proprietor of the firm named as_____ situated at_____ (full address of firm with pin code).

3. That my above declarations are true and correct in case, my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and RFCL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

Dated:_____

Verification:

It is certified that the above contents/facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place_____
Date _____

Annexure-XX

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. "Beneficial owner" for the purpose of above (4) will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

1. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

3. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form-I.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices‖ of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s Ramagundam Fertilizers & Chemicals Limited

_____

SUB: Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares border M/s_____ with India, we certify that, bidder M/s _____ (Name of Bidder) is :

(i) Not from such a country [ ]

(ii) If from such a country, has been registered [ ] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (\/ or X) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

To,

M/s Ramagundam Fertilizers & Chemicals Limited

_____

SUB: TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (Name of Bidder) is:

(i) Not from such a country [ ]

(ii) If from such a country, has been registered [ ] with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (√ or X) above).

We further certify that bidder M/s_____ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

[Signature of Authorized Signatory of Bidder]

Place:

Date:

Name:

Designation:

Seal:

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ..... dated..... for the Work of .....

We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against RFCL, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date: .....

Place: .....

Annexure-XXII

RFCL SECURITY GATE PASS CLEARANCE

Certified that M/s._____ have deposited gate passes issued against work order No. _____dated_____ for _____(Name of the work). All gate passes have been deposited by the contractor. Nothing is outstanding against this party as far as this work order is concerned.

Seal & Signature of the RFCL SECURITY

PREFERRED VENDOR LIST

Sl. No.	NAME OF ITEM	PREFERRED MANUFACTURERS
1	Reinforcement Steel	SAIL, RINL, Tata Steel, Or manufacturers listed under BIS(IS:1786)
2	Cement (OPC/PPC)	All Cement manufacturers having valid BIS certificate and listed in the BIS website as on date of procurement of cement.
3	Pre-Coated Galvalume/Zincalume Sheet	a) SHIV SHAKTI FIBRE UDYOG b) TATA BLUESCOPE STEEL LIMITED c) METCO ROOF PVT LTD d) SHREE PRECOATED STEEL LIMITED e) METECNO (INDIA) PVT LTD f) MULTI COLOR STEEL PVT LTD g) JAPAN METAL BUILDING SYSTEMS PVT LTD OR h) ANY OTHER MANUFACTURER MEETING SOR DESCRIPTION
4	Structural Steel	SAIL, RINL, Tata Steel, Or manufacturers listed under BIS(IS:1786) (IS:2062)
5	Pre-moulded joint filler for Expansion Joint	All manufacturers listed under BIS(IS:1838)
6	PVC PIPE & FITTINGS	All manufacturers listed under BIS(IS:4985)
7	**ANCHOR FASTENERS - MECHANICAL TYPE / CHEMICAL TYPE** (EOTA/ DIBt/ FM/ ICBO-ES APPROVED)	c) FISCHER ANCHORS (FISCHER FIXING SYSTEMS (MICO) LTD) d) HILTI ANCHORS (HILTI INDIA PVT. LTD.) e) POWERS FASTENERS (Through M/s Kraft sales & services (I) ltd) f) WUERTH ANCHORS g) (MARION WUERTH INDIA PVT. LTD.)
8	**CONCRETE ADMIXTURES - ACCELERATING ADMIXTURES FOR CONCRETE** (AS PER IS:9103, BS:4887, BS:5075, BS EN 934, ASTM C494, ASTM C1017, ASTM C260)	
a.	SIKARAPID 1	SIKA INDIA PVT. LTD.
b.	All other Accelerating Admixtures for Concrete which are manufactured by Indian manufacturers and carry "ISI" certification mark of BIS along with standard number "IS 9103" and the seven digit license number "(CM/L*****) and listed at BIS Website "http//www.bis.org.in"	
9	**CONCRETE ADMIXTURES - WATER-REDUCING ADMIXTURES FOR CONCRETE** (AS PER IS:9103, BS:4887, BS:5075, BS EN 934, ASTM C494, ASTM C1017, ASTM C260)	
a.	BUILDPLAST SUPER	BUILDTECH PRODUCTS INDIA PVT. LTD.
b.	FAIRCRETE N (Also acts as plasticizer)	FAIRMATE CHEMICALS PVT. LTD.
c.	**HIND PLAST SUPER**	HINDCON CHEMICALS PVT. LTD.
d.	i. PLASTIMENT BV40 (Also acts as plasticizer) ii. ii. PLASTIMENT R1 (Also acts as retarder) iii. SIKAMENT 170 (Also acts as plasticizer) iv. SIKAMENT FF (Also acts as plasticizer) v. SIKAMENT NN (Also acts as Retarder & plasticizer) vi. SIKAMENT HE200/HE220 (Also acts as accelerator)	SIKA INDIA PVT. LTD.
e.	SAMPLAST 150 SP	SAMROCK MUREXIN CHEMICALS LTD.
f.	i. SHALIPLAST HP/ ii. SHALIPLAST SP (Also acts as plasticizer)	STP LTD.
g.	SUPAFLO SPECIAL	DON CONSTRUCTION CHEMICALS INDIA LTD.
h.	All other Water-reducing Admixtures for Concrete which are manufactured by Indian manufacturers and carry "ISI" certification mark of BIS along with standard number "IS 9103" and the seven digit license number "(CM/L*****) and listed at BIS Website "http//www.bis.org.in"	

Sl. No.	NAME OF ITEM	PREFERRED MANUFACTURERS
10	**CONCRETE ADMIXTURES - AIR ENTRAINING ADMIXTURES FOR CONCRETE** (AS PER IS:9103, BS:4887, BS:5075, BS EN 934, ASTM C494, ASTM C1017, ASTM C260)	
a.	SIKA AER	SIKA INDIA PVT. LTD.
b.	All other Air-entraining Admixtures for Concrete which are manufactured by Indian manufacturers and carry "ISI" certification mark of BIS along with standard number "IS 9103" and the seven digit license number "(CM/L*****) and listed at BIS Website "http//www.bis.org.in"	
11	**BI-POLAR CONCRETE PENETRATING CORROSION INHIBITING ADMIXTURE**	
a.	CONPROOF IA (dosage 1% w/w of cement)	CLEAN COATS PVT. LTD.
b.	EPCO KP-200 (dosage 1% w/w of cement)	KRISHNA CONCHEM PRODUCTS PVT. LTD.
c.	POLYALK CP 293 (dosage 1% w/w of cement)	SUNANDA SPECIALITY COATINGS PVT. LTD.
d.	SHALIPLAST MCI (dosage 1% w/w of cement)	STP LTD.
12	**POLYSULPHIDE SEALANTS** (TWO PART, AS PER IS:12118)	
a.	CICOSEALANT T680	CICO TECHNOLOGIES LTD.
b.	i. FLEXSEAL PS660 GUNGRADE ii. FLEXSEAL PS660 GUNGRADE	DON CONSTRUCTION CHEMICALS INDIA LTD.
c	i. IGAS Ih ii. SIKA POLYSULPHIDE (SIKALASTIC) iii. SIKAFLEX CONSTRUCTION	SIKA INDIA PVT. LTD.
d.	ii. PIDISEAL PS41G iii. PIDISEAL PS42P	PIDILITE INDUSTRIES LTD. (DR. FIXIT)
e.	SHALISEAL PS	STP LTD.
f.	TECHSEAL 940/941	CHOKSEY CHEMICALS PVT. LTD.
g.	THIOFLEX 600	FOSROC CHEMICALS PVT. LTD.
h.	All other Polysulphide Sealants which are manufactured by Indian manufacturers and carry "ISI" certification mark of BIS along with standard number "IS 12118" and the seven digit license number "(CM/L*****) and listed at BIS Website "http//www.bis.org.in"	

NOTE: -

1. Only 'First' quality material shall be used.
2. RFCL reserves the right to choose any of the approved product/brand/manufacturer as per this list.
3. Specification of the product shall be checked against tender specification/SOR/STCC before selecting any product/brand. In case of any discrepancy, tender item/specification shall prevail, and any such product/brand shall not be used which is not confirming to tender specifications even if it is appearing in this list.
4. In case of products not indicated in this list, only BIS marked product shall be used. In case of any item/product not covered under BIS specification, the contractor shall submit the proposed item/product along with technical literature/specifications (as per tender document), Test certificates and other credentials of the manufacturer of the proposed item/product for RFCL's review and approval.
5. For use of material from a BIS listed /certified manufacturer, the contractor shall furnish a copy of the valid BIS certificate to RFCL before procuring the material.

Digitally signed by VITTAL KUMAR BK
Date: 2026.11.06 15:45:21 IST
Reason: PDF Authenticated