NOTICE INVITING TENDER

FOR

"UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS"AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM

Ref: NO. RFCL/Prod/Cont-24/Manpower/2024-25 Dated: 25/01/24

E-tender Ref NO: 56107

रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers and Chemicals Limited
(A joint venture Company)
Fertilizer City, Ramagundam– 505 210
Peddapalli (Distt)Telangana State
Email: rfcl.ramagundam@rfcl.co.in

G.V.R. Sravankumar

Bidder's Initial & Seal

Ramagundam Fertilizers and Chemicals Limited
(A joint venture of NFL, EIL & FCIL)
Fertilizer City – 505 210, Ramagundam
Peddapalli (Distt), Telangana State
Email: rfcl.ramagundam@rfcl.co.in

Ref: NO. RFCL/Prod/Cont-24/Manpower/2024-25 Dated: 25/01/24

Tender for

"UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS" AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM

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25/01/2024

(SN. Saha)
Dy. General Manager (Production)

Y. V. R. Nagamkumar

Bidder's Initial & Seal

Ramagundam Fertilizers and Chemicals Limited
(A joint venture of NFL, EIL & FCIL)
Fertilizer City – 505 210, Ramagundam, Peddapalli (Distt),
Telangana State, Email: rfcl.ramagundam@rfcl.co.in

SPECIAL INSTURCTIONS TO THE BIDDERS FOR E -TENDERING

Ref. No: RFCL/PROD/Cont-24/Manpower/2024-25 Date: 25/01/24

Sub: **Tender for "UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS" AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM**

1. Mode of Tendering:

The Ramagundam Fertilizers and Chemicals Limited (RFCL) has decided to line up Annual Rate Contract for **"UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS"** for one year at RFCL, Ramagundam against this tender through e-tendering mode under TWO PART BID system.

The tendering shall be made through e-tendering process.

The NIT will be posted on website https://rfcl.abcprocure.com 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. e-Procurement Technologies Ltd, Ahmedabad 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 any one of the following:

Ramagundam Fertilizers and Chemicals Ltd

2) Mr. Y.V.R.Sravan Kumar ,
Manager
(Urea/Production)
RFCL, Fertlizers City,
Ramagundam.
Contact No: 9492387890
Email: sravankumar@rfcl.co.in

M/s. e-Procurement Technologies Limited

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	**info@abcprocure.com dsc@abcprocure.com**
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	support@abcprocure.com
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	

Y.V.R. Sravankumar

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4	**Office Hours:** Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday

2.

a. (a) Pre-Requisites for System using e-Procurement sites:

b. Bidders are strongly advised to refer Minimum System Requirement document uploaded on https://rfcl.abcprocure.com under download section prior registration and participating in e-Tenders invited by RFCL.

c. For Quick Bidder Manual, you can refer this link https://youtu.be/-E5fiZVYnfg for Tender Submission **OR** download "Bidder Manual" from https://rfcl.abcprocure.com website **OR** contact us.

d. Pre-Requisites for DSC Registration:

1. The Vendor becomes a valid Vendor only after the registration of the DSC
2. Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
3. Vendors need to procure DSC 24 hrs. prior to Registration on https://rfcl.abcprocure.com .
4. It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
5. DSC can also be procured from the e-tendering service provider i.e., **e-Procurement Technologies Ltd**.
6. Respective DSC Drivers needs to be installed.
7. DSC needs to be physically inserted into the system.
8. DSC should appear in the Browser.
9. Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

e. Pre-Requisites for Login Credentials:

For registration on the e-tender site https://rfcl.abcprocure.com , one can be guided by the "Instructions to Vendors" available under the 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". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add 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. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator info@abcprocure.com , dsc@abcprocure.com , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

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 Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

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5. Corrigendum/amendment, if any, shall be notified on the site https://rfcl.abcprocure.com . In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have 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 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 to the website (https://rfcl.abcprocure.com) 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 in eProcurement 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 withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
   (v) 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.
   (vi) 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.
   (vii) 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 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 you and nobody else till the due date/ time of 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 /

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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 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 supply of "....."

Sl. No	*Tender Stage*	*Date & Time*
1	Start Tender Document Download	25/01/24 **at 12:00 hrs.**
2	End Tender Document Download	16/02/2024 **at 12:00 hrs.**
3	Due/ last date of submission Bids	16/02/2024 **at 15:00 hrs.**
4	Technical Bids Opening	16/02/2024 **at 15:30 hrs.**
5	Date & Time for Price Bid Opening	Date shall be informed separately to all technically suitable bidders

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

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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.

Name & Address of Consignee:

The Manager (C& P))
Main Control Room (MCR)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam – 505 210,
Peddapally (Dist)
Telangana State.

19. GST Nos.

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

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

Thanking You

For & On Behalf of Ramagundam Fertilizers and Chemicals Limited

25/10/2024
S.N. SAHA
DGM (Production)
Ramagundam Fertilizers And Chemicals Limited
Ramagundam, Dist. Peddapalli (TS) 505 210,

(SN. Saha)
Dy. General Manager (Production)

Y. V. R. Shivakumar

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Ramagundam Fertilizers And Chemicals Limited
रामागुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

Site Office : Fertilizers City, Ramagundam - 505 210, Dist. Peddapalli, Telangana.

Website: www.rfcl.co.in, E-mail: rfcl.ramagundam@rfcl.co.in

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Letter Inviting Bid

Ref: NO. RFCL/Prod/Cont-24/Manpower/2024-25 Dated: 25/01/24

To

_____

_____

Sub: NIT for "UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS" AT RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, RAMAGUNDAM.

Sealed tenders are invited for subject tender at Ramagundam Fertilizers and Chemicals Limited (RFCL), Ramagundam (Telangana) as detailed below: -

1.	Name of Work	"Supply of unskilled manpower for Upkeep of Plant areas and equipment in Urea & Offsite plants" at Ramagundam Fertilizers and Chemicals Limited, Ramagundam (Telangana).
2.	Earnest Money Deposit (EMD) and Tender Fee	Bidder to submit Tender Fee & Earnest Money of value given below in the form of crossed/ A/c Payee Demand Draft in favor of **Ramagundam Fertilizers and Chemicals Limited, or deposit amount online in RFCL account through RTGS/NEFT mentioned in 8(e) payable at** Ramagundam issued by any scheduled bank except rural and/or cooperative bank. **Tender Fee: Rs.1000/-** (Rupees One Thousand Only) **Earnest Money: Rs. 1,00,000/-** (Rupees One Lakh Only) Tender can be downloaded from RFCL website or can be collected by hand against stipulated tender fee. In case of downloading, tender fee to be submitted along with EMD at the time of bid submission. **Tender received without tender Fee & EMD are likely to be rejected.**
3.	Validity of Tender	120 days from the date of opening of the Tender.
4.	Contract Period	One year from the date of award of work and shall be extendable for three months as per GTCC (Clause No.1.22)
5.	Last date and time of submission of bid.	Up to 15:00 hrs on 16/02/2024
6.	Date and time of Opening of Tenders	Up to 15:30 hrs on 16/02/2024
7.	Place of Opening of Tenders	Office of DGM (Production), Ramagundam Fertilizers and Chemicals Limited, Ramagundam, Peddapalli Dist. Telangana-505210

G.V.R. Sravankumar

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Corporate Office: 4th Floor, Wing- A, Kribhco Bhawan, Sector-1,; Noida, Uttar Pradesh; Pin Code- 201301
Registered Office: Scope Complex, Core No. III; 7, Institutional Area, Lodhi Road,; New Delhi-110003

1. All requests for interpretation, clarification & queries in connection with Tender shall be addressed in writing to Chief Manager (Prod), RFCL, Ramagundam at least 7 (Seven) days prior to the closing date of the tender.

2. The rates should be quoted for Scope of Work as per Proforma "Schedule of Rates (SOR) (Annexure- XII). The rates should be quoted only in the units given in the Schedule of Rates in specified place only and should be indicated both in words as well as figures. Any corrections made in the SOR shall be authenticated with signatures at all places.

3. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted. No bidder shall quote in price bid, margin/ consideration against statutory levies, taxes, fixed charges and administrative charges/ service margin etc. which is less than 1%. **Any bid which is found to be less than 1% shall be rejected immediately.**

4. **In case quoted rates of two or more bidders have margins equal to 1% at the time of tender opening or after offering the discount, below which further discount is not acceptable, then "draw of lots" system shall be resorted to ascertain the name of contractor to whom the job shall be awarded.**

5. The rates quoted shall remain valid for **120 days** from the date of opening of tender for the acceptance.

6. **CORRECTION OF ERRORS:** If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
   i. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked accordingly corresponding to rate quoted in words.
   ii. When there is difference between the rate in figures and words, the rates quoted in words shall be taken as correct.

7. Ramagundam Fertilizers and Chemicals Limited reserves the right to reject any or all tenders and also does not bind to accept the lowest tender.

8. **Procedure for Submission of Tender:** The bidders shall upload duly signed copies of their bids / Documents in the following manner:

   a. The bidders shall upload one set of Tender document and NIT duly signed on each page as token of acceptance of all terms and conditions
   b. The bidder shall upload scanned copies of
      i. Crossed Demand Draft / RTGS/NEFT towards EMD and
      ii. DD/RTGS/ NEFT of tender document Cost.
      iii. **Original DD/BG etc should reach DGM(Prod) before opening of Techno-commercial bid.**
   c. The ORIGINAL Demand Draft (DD) / Bank Guarantee of EMD and DD of Tender Fee should reach Ramagundam at following address before opening of Techno commercial bid:

      To:

      Dy. General Manager (Production),
      Ramagundam Fertilizers and Chemicals Limited,
      Fertilizers City, Ramagundam – 505 210,
      Peddapally (Dist)
      Telangana State.

   d. Submission of price bid as per "Schedule of Rates": The price details as per format of "Schedule of Rates" given in Annexure-XII shall be uploaded.

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e. **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 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 Bank Guarantee Format of EMD-BG as per Annexure-IX. 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 original DD or Original BG should be received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

9. **Procedure for Opening of tender:**

a. The tenders will be opened electronically by RFCL from Ramagundam Office in the presence of representatives of Tenderer(s)/ Bidder(s) who wish to attend the technical/ price bid opening.

b. On the scheduled date of opening, EMD and Technical bid shall be opened first.

c. All the Technical& Un-priced Commercial Bid and EMD shall be examined.

d. Those bids that are found meeting the Eligibility Criteria and the other requirements shall only be considered for further opening of their price Bids (i.e., Schedule of rates).

e. Price Bids of those technical suitable and acceptable bidders only will be opened electronically on date & time to be intimated later.

f. Decision of RFCL in this regard shall be final and binding on all bidders

10. Tenderer shall submit along with the tender's full particulars of their institution along with experience. The following documents are to be submitted with the Tender, failing which the tender will be liable for rejection:

a. Copy of Permanent Account Number (PAN) issued by Income Tax Dept.

b. Copy of GST Registration No. along with documentary proof thereof. In case bidders covered under un-registered category, necessary undertaking must be submitted along with the bid.

c. Documentary proof for PF & ESI Registration Number

d. Supporting documents as per the Eligibility Criteria as mentioned in Annexure – III in NIT.

e. Power of Attorney in the name of person, if required, who has signed the Tender Documents.

f. Labour License Certificate/ Undertaking on company letterhead regarding Labour License submission.

g. Copy of cancel cheque.

h. Copy of MSME/NSIC valid certificate (if applicable)

i. Integrity Pact

11. Evaluation of offer shall be on overall L-1 basis i.e., lowest landed cost toRFCL

12. The bid prepared by the Bidder including all correspondence etc., relating to their offer/ bid shall be in ENGLISH language only.

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13. Incomplete bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice shall be liable to be rejected.

14. The tenderer shall quote single rate only. Any tender with the multiple rates quoted will be summarily rejected. Rates should be quoted strictly as per the Proforma enclosed at Annexure-XII for Schedule of Rates.

15. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the bidder has mentioned any condition or deviation in Price Bid shall be out rightly rejected.
16. All pages shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

17. The bidder shall submit the name and address of the firm/ company along with its constitution such as sole proprietorship/partnership/ Limited concern etc.

18. The prospective tenderer having any common Director/Trustee / Managing Director etc. or having any other common criteria shall be considered as Sister/Group/Associates Institutions. In such cases, only one of them will be eligible for participating in the tender. Tender shall submit undertaking in their letterhead as prescribed.

19. While submitting the offer, Bidders may ensure that tender documents/offer have been signed by authorized signatory of the bidder. Subsequent withdrawal of offer/non-acceptance of orders placed based on offers submitted by them will not be entertained on the ground that the authorized person did not sign the offer. If such condition arises, EMD will be forfeited.

20. In case bidder discloses the profit/service margin in SOR of NIT submitted along with the technical bid document in any manner whatsoever the entire risk for loss of confidentiality shall be with the bidder. RFCL shall not own any responsibility on this account whatsoever.

21. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday-closed day, the tender will be received and opened on the next working day.

22. RFCL reserves the right to postpone the tender opening date and /or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.

23. In case, due to some unforeseen circumstances, the date of opening of the tender happens to be a holiday-closed day, the tender will be opened on the next working day.

24. The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this e-tender in any case. RFCL shall not be held responsible for late submission and uploading.

25. If the tenderer has relations whether by blood or otherwise with any of the employees of the RFCL (including employees on deputation), the tenderer must disclose the relations at the time of submission of tender failing which RFCL shall reserves the right to reject the tender or rescind the contract.
26. 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.

27. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing rigging/

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influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

28. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.

29. The Tender shall be addressed to Chief Manager (Production), Ramagundam Fertilizers and Chemicals Limited, Fertilizer city, Ramagundam – 505 210, Telangana.

Yours faithfully,
For and on behalf Ramagundam Fertilizers and Chemicals Limited.

25/01/2024
S.N. SAHA
DGM (Production)
Ramagundam Fertilizers And Chemicals Limited
Ramagundam Dist. Peddapalli (T.S) 505 210.

SN. Saha
Dy. General Manager (Production)

Encl: Annexures I to XV

J. V. R. Sravankumar

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DEFINITIONS OF TERMS

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

1. The OWNER" means the RAMAGUNDAM FERTILIZERS & CHEMICAL LIMITED (RFCL)., incorporated in India, having its corporate office at 4th Floor, KRIBHCO Building, SECTOR-1, NOIDA – 201301.
2. The "ENGINEER-IN-CHARGE (EIC)" shall mean the person designated as such by RFCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
3. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
4. "CONSTRUCTION EQUIPMENT" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion operation or maintenance of the work unless intended to form part of permanent work.
5. "SITE" means the areas in which the work is to be performed by the 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 Tender Notice, General Instructions to the Tender, General Terms and Conditions of Contract, Special Terms and Conditions of Contract, Specifications, Drawings, Time Schedule Tender Form, Performa or Agreement Form Schedule of Rates, and Addendum/Addenda to Tender Documents.
7. "THE CONTRACTOR" means any person or persons or firm or company whose Tender has been accepted by RFCL with the Concurrence of Owner and the legal personal representatives, successors and permitted assigns of such person, persons firm or company.
8. The "CONTRACT" shall mean the Agreement between RFCL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. "The DRAWINGS" shall include Maps, Plans and Tracings OR Prints thereof with any modifications approved, in writing by the Engineer-in-charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
11. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
12. The "ALTERATION ORDER" means an order given in writing by the Engineer-in-charge to affect additions to or deletion from and alterations in the works.
13. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction.
14. The "FINAL CERTIFICATE" in relation to a work means the Certificate issued by the Owner after the period of defect liability is over.
15. The "PERIOD OF LIABILITY (DEFECT)" in relation to work means the specified period from the date of issue of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

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16. 'ZERO DATE' shall mean the date of issue of LETTER OF ACCEPTANCE (LOA) or issue of WORK ORDER/DETAILED LETTER OF ACCEPTANCE, whichever is earlier.

17. "GTCC" means General Terms & Conditions of Contract.

18. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTCC. Any clause under different head shall be succeeded by clause in the succeeding head.

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Annexure-II

DECLARATION FOR SUBMISSION OF TENDER FORM-I

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

Dear Sir,

I/We hereby submit tender for "**UPKEEP OF PLANT AREAS AND EQUIPMENT IN UREA & OFFSITE PLANTS**" at Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam, Telangana, for a period of one year as per tender separately signed and accepted by me/us, and rates quoted by me/us in attached schedule of rates (Annexure-XII) in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document.

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

I/We confirm having deposited the Earnest Money of Rs. 1,00,000/- (Rs. One Lakh Only) vide Demand Draft No._____ dated_____ in favor of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. EMD is not applicable to MSME/NSIC registered as referred in NIT/tender document.

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

It is also certified that rates quoted by me/us in the price bid / SOR are workable. The consideration/ Margin quoted above estimate is not less than 1% which is required to fill statutory levies/ duties, taxes, administrative charges/ Service charges and other expenditure to maintain employees in the contract. I further understand that inability to full fill workers' liability shall lead to contract termination.

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

Dated the _____ day of _____2024

Signature of Tenderer with the seal

Name & Address: _____
E-Mail Address_____
Mobile/Telephone No._____

G. V. R. Sravankumar

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Annexure-III

Declaration Form for Bidder details form-II

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

Sr.	Description				
1.	Name of Applicant/Firm/Company				
2.	Complete Address along with Contact Person name, mobile number and Email Id				
3.	Company Profile: ✓ Please Tick				
i.	Public or Private Limited Company/ Undivided Hindu Family/ Individual/ Partnership Firm/ Co-operative Society/ LLP/ Others (Please Specify)				
	(Please attach latest copy of partnership deed duly attested by Notary. public and Self attested firm registration copy/Incorporation certificate, Articles of association and memorandum of association and power of attorney who is signing documents on behalf of applicant/firm/company).				
4.	Year of Establishment &Registration No along with documentary proof if any				
5.	If a Bidder has relations whether by blood or otherwise with any of employees of RFCL (including employees on deputation), the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	**YES/ NO (If yes, give the following details)**			
		Name & Designation of the Employee	**Place of Posting**	**Relation with the Employee**	
6.	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.				
7.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.				
8.	Whether bidders are registered or unregistered as per GST Laws. If registered the following details shall be provided-				
9.	GST Registration No. with Documentary Proof.				
10.	Service Accounting Code No.				
11.	Rate of GST applicable on the quoted rates	IGST __%	SGST __%	CGST __%	

Y.V.R.Sravankumar

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12.	We have assessed & ascertained the rate of GST applicable on quoted services. It is clearly understood that RFCL will not have any liability towards payment of GST over & above the GST rate quoted for any reason whatsoever except for statutory variation against documentary evidence.	
13.	ESI Registration No. of the Contractor to be intimated along with Documentary proof thereof.	
14.	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise, it will be construed that the bidder is not registered as per MSMED Act, 2006.***Registration month & Year should be prior to bid submission due date.***	
15.	The Bidder has to submit Labour License along with bid submission. In case the bidder does not have Labour License, it shall submit undertaking on their company letterhead regarding Labour License, as per the following format: "Incase this job is awarded to us i.e., M/s_____, we shall obtain Labour License from the appropriate Licensing Authorities i.e., Central / State Government, as applicable from time to time, under the Contract Labour (R &A) Act, 1970 &the rules enacted thereunder and submit a copy of the same to RFCL, Ramagundam along with first RA bill. If we fail to submit Labour License in time along with first RA bill, we agree that RFCL shall forfeit our deposits EMD /SD and terminate the contract".	

Dated the _____ day of _____2024

Signature of Tenderer with the seal

Name & Address:

_____

_____

E-Mail Address_____

Mobile/Telephone No. _____

Y.V.R. Gavankumar

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Annexure-IV

DECLARATION OF BANK DETAILS (E-BANKING MANDATE) FORM-III

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

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

SEAL & SIGNATURE of the Vendor/ Customer

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

Bank Stamp:

Date:

Signature of authorized officer of the Bank

(OR)

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

Y.V.R. Sayanbumar

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ELIGIBILITY AND EVALUATION CRITERIA/SCOPE OF WORK

A. TECHNICAL ELIGIBILITY CRITERIA:

S. No.	Conditions	Documents required (To be submitted along with technical bid)
1.	Bidder should be a Service provider or Contractor with adequately trained manpower and resources for industrial housekeeping involving general upkeep of the plant or cleaning/lubrication of equipments & machineries or maintenance of plants or material handling or handling of industrial chemicals and other miscellaneous jobs in any continuous process industry (Chemical/Petrochemical/Fertilizer/Power/Cement) during the last **Seven** (7) years. **Note:** "The last 7 years shall be counted from last date of the preceding month in which tender has been Issued."	i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a service provider along with ISO certificate/ GST Registration certificate / Udyog Aadhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate. ii) In case the service provider wants to quote through their authorized dealer/ distributor or their authorized dealer wants to quote separately then authorization certificate from the service provider is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry. iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted vi) For Transport unions/ Co-operative societies/ Registered societies/ Registered companies, Limited or Pvt - Copy of Registration certificate/ Copy of Resolution of members/ Authority letter to participate in the tender.

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		vii) Startups- For availing relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
2.	Bidder should have successfully completed work as mentioned in S.No.1 during immediate last 7 years as mentioned below: One work not less than Rs. **100.68**lakhs excluding GST (Or) Two works of not less than Rs. **62.93**lakhs excluding GST (Or) Three works of not less than Rs. **50.34**lakhs excluding GST **(*) For Startup Companies (As defined by Department of Industrial Policy and Promotion)** One work not less than Rs. **88.10** lakhs excluding GST (Or) Two works of not less than Rs. **50.34**lakhs excluding GST (Or) Three works of not less than Rs. **37.75** lakhs excluding GST	Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.
3.	The Average Annual turnover of the bidder shall not be less than **Rs 37.75** lakhs excluding GST of the preceding three financial years from the date of issuance of enquiry. **(*) For Startup Companies (As defined by Department of Industrial Policy and Promotion)** Average Annual turnover of the bidder shall not be less than **Rs 33.975** lakhs excluding GST. **Note:**	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2020-21, 2021-22 & 2022-23) * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).

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	• In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st September, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st September, it is compulsory to submit the financial details of the immediate three preceding financial years only. • 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.	***For startup companies**, bidder shall submit financial standing through **Audited *Balance sheet/Profit & Loss Account for minimum one Financial Year**
4.	The net worth of the bidders should be positive for the financial year 2022-23 (current financial year in which tender has been floated) ending 31st March 2023*. **Note:** "* date of last Financial year should be mentioned considering the period in which tender is issued".	A Copy of Audited* Balance Sheet should be submitted in support of your claim. * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee

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		or a director or not having any interest in the bidder's company).
5.	Bidder should have minimum working capital of Rs **12.58** lakhs excluding GST as per Audited Financial result of FY 2022-23. "Working capital should be current assets minus current liabilities.	Copy of audited balance sheet for the financial year 2022-23 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Grameen Bank) for availability of unutilized fund-based line of credit for at least of Rs. **12.58** lakhs as on preceding month in which tender has been issued.
6.	I. Bidder must not be **black listed** by any government department/public sector undertaking/co-operative Unit. II. Bidder must not be delisted/ **on Negative List** by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be on the **Holiday list** of RFCL.	Self-certification(s) for both should be submitted on Party's letterhead for the same.

NOTE:

a) Order / Completion Certificates issued by the contractors are not acceptable
b) Experience relevant documents are to be taken for one year. If the period is more than one year then the Contract value should be interpolated for one year. However, short term orders for the period less than one year will not be considered eligible against the tender.
c) RFCL may ask form-16A/26AS in support of work completion certificate for work orders submitted for assessing eligibility criteria.
d) All above indicated amounts are exclusive of GST/ Service tax/VAT.
e) For the purpose of this tender document
   I. Annual turnover shall be Sale value/ Operating income.
   II. Working capital shall be "Current assets Minus current liabilities "
   III. Net worth shall be paid up share capital plus free reserves and surplus less accumulated losses deferred expenditure and miscellaneous expenses not written off, if any.

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B. **EVALUATION CRITERIA:**

Since the bids are being invited under two-part bid system, therefore, the following bid evaluation criteria shall be followed:

a. Techno-commercial bids (unpriced bids) of only those tenderers shall be opened who have deposited the requisite Earnest Money and Tender fee as prescribed in the tender document.
b. The price bid of only such tenderer shall be opened who fulfill the Eligibility Criteria as defined under 'A' above and agrees to all other terms and conditions stipulated in the NIT after due notice to eligible bidders.
c. The bidder shall quote single rate and not multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected.
d. The bidder shall have to submit the schedule of Rates proforma duly filled in, failing which their price bid will not be accepted.
e. No bidder shall quote in price bid, margin/ consideration against statutory levies, taxes, fixed charges and administrative charges/ service margin etc. which is less than 1%. Any bid which is found to be less than 1% shall be rejected immediately.
f. In case quoted rates of two or more bidders happen to be same, such bidders will be called to offer discount subject to min. margin not less than 1%. This will be done immediately on price bid date. All the bidders who have quoted margin more than 1% and are willing to offer discount must come prepared to offer discount if required. Bidders must remember that discount offer must not make total service margin less than 1% otherwise their bid will be rejected. **In case quoted rates of two or more bidders have margins equal to 1% at the time of tender opening or after offering the discount, below which further discount is not acceptable, then "draw of lots" system shall be resorted to ascertain the name of contractor to whom the job shall be awarded.** However, MSE bidder will be given preference as per Public Procurement Policy for MSE's, Order-2012 (in accordance with STCC clause no. 27).
g. Bidders are requested to quote their service charge/ Profit margin in percentage (%) as well as in absolute amount. In case of any discrepancy, the service charge/Profit margin quoted by bidder and in absolute amount, then the service charge/ Profit margin %age will be treated as final. If 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.
h. The rates 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.
i. RFCL reserves the right to accept or reject any tender including the lowest one, in part or full, without assigning any reason whatsoever.
j. Bidders or their authorized representatives, if desire, can remain present at the time of bid opening. If required, they their selves can only be allowed to note down any or all rates or total quoted value of other competitors from the price bid documents.
k. Minimum wages considered as per Circular No. File No, 1/18(3)/2023-LS-II dt. 26/09/2023 from office of Chief Labour Commissioner (c) New Delhi, Ministry of Labour and Employment GOI w.e.f 01/10/2023.

Sr. No.	Description of Job	UNIT	Total Wages per Day	EPF@ 13% On basic Wages	ESI @ 3.25% On Basic Wage	Bonus @ 8.33% of Basic	Leave Payment @ 5%	Total Wage per Day
a)	Unskilled labour	Man days	Rs 504	Rs 65.52	Rs 16.38	Rs 41.98	Rs 25.2	Rs 653.08

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C. SCOPE OF WORK

RFCL is a Urea manufacturing plant with capacity 3850 MTPD. The UREA & OFFSITE group of plants consists of 1. Urea Plant 2. UCT 3. IAPA 4. IG 5. Raw water section 6. RWTP 7. RODM 8. CPU-TC, PC 9. Effluent treatment plant 10. Sewage Treatment plant/Storm water pit 11. Fire water pump house. 12. BFC, 13. ACT

The scope of work includes but not limited to the following:

1. **Assistance in Lubrication of machinery and other plant activities.**

   The details of the jobs under above operation will be:

   a. Lubrication of rotating equipment in UREA/RWTP/RODM/ETP/STP/FW/IG/IAPA/ UCT/**ACT/CPU-TC, PC/BFC.** This will include shifting of filled/ empty oil and grease drums.
   b. Preparation and dosing of chemical solutions under RFCL supervision.
   c. Loading of chemicals in truck/ Jumbo at RFCL stores & Unloading at the platform at batch preparation tank/ day tanks in in UREA/RWTP/RODM/ETP/STP/FW/IG/IAPA/ UCT/**ACT/CPU-TC, PC/BFC.**
   d. Maintenance of filters, strainers, solution tanks and any other specialized equipment in clean conditions as per RFCL supervision.
   e. Shifting and connection of PVC, water and steam, air hoses as per plant requirement.
   f. Maintenance & Cleaning of cooling tower pits and decks, Chemical dosing tanks, during normal operation and as well as shut down.
   g. Keeping of plant area around machinery free from oil and other spillages. Job will include keeping the entire area free from any spillages, dirt, combustible material, oil, bird excreta, water washing of the plant, removal of small materials consisting of insulation materials, material scrap, civil debris, hoses from open area and closed drain channels to designated places etc.
   h. Operation and greasing of valves and lube oil makeup in oil sump/tank/console/pump bearing house as per requirement under RFCL supervision.
   i. De-sludging of underground pits, trenches and drains. It shall be ensured that the drains/trenches in the Plant Area are not choked due to irresponsible dumping of waste material in to the drains/trenches, and the same is dumped at specified places only.
   j. Loading of scrap material in truck/jumbo in plant area and unloading to designed places (stores, dumping yard, crap yard or other plant location).
   k. Collection of oil from plants drains & storm water drains and disposal of the same in disc oil pit or any other designated place.
   l. Removal and refilling of resin from different vessels of RODM & condensate polishing units in water block plant, as may be required.
   m. Unloading of neem oil in day/ storage tanks & cleaning of neem oil nozzles, neem oil pump strainers and neem oil filters.
   n. Cleaning of ferrules and equipment's during shutdown under RFCL.
   o. Removal of pall rings, cleaning/de-scaling and putting it back in equipment's.
   p. Handling of chemicals such as HCL, NaOCl, ClO2, ammonia, carbamate, hot condensate, steam, urea solution, etc., under supervision of RFCL.
   q. Loading/ unloading of urea spillage into truck/jumbo and same to dissolved/ transferred as per requirement of RFCL.
   r. Unloading of liquid nitrogen into Storage tank and handling/ purging of nitrogen under RFCL supervision.

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s. Removal & refilling of activated carbon: The job involves removal of Carbon and gravel from the vessels one by one into drums/bags and charging back after cleaning. If fresh carbon is to be charged old carbon is to be shifted or dumped as decided by SIC.

t. Any other related/ associated job, which may arise in the plant as per requirement.

u. Loading/ unloading of alumina, perlite, molecular sieves, pall rings from equipment during shut down and as well as in normal operation under supervision of RFCL.

2. **Assistance in Safety & Pollution Control measures:**

Details of jobs that are required to be carried out under above operation are:

a. Up keeping/ cleaning of safety appliances under supervision of RFCL supervisor within the plant area including their shifting to different locations.

b. Fixing/ removal of hoses on Service air, Service water, Nitrogen and low-pressure steam.

c. Blocking the plant drains in case of escape of pollution causing effluents within plant area.

d. Dosage of acid and/or ferrous sulphate etc. into drains/pits to neutralize the pollutants.

e. Keeping Z-1001 clear of any choking/ lumps and removal of spilled urea from these belt conveyors. All the above jobs shall constitute one operation. As and when required, the jobs under this operation may have to be carried out on round the clock basis. The contractor may be required to get the jobs done at short notice during emergencies.

f. Cleaning of draining system (Closed drain, urea closed drain & oily water drain), trenches and pits.

3. **Prilling Tower Louvers, Scrapper, Scrapper Floor and Z-1001 belt slit descaling:**

The job involves descaling of accumulated urea from Scrapper arms, Prilling Tower Top louvers, Scrapper-floor, Belt conveyor, Cyclone separators and any other areas of spillage in Urea Plant and all conveyors (Z1002/Z1003/Z1004/Z1004A/Z1006/Z1007/Z1008 /Z1008A) areas and its transfer points. **Up keeping of BFC and neem oil handling system**

Dissolving of lumped/ off-grade urea.

a. Dissolving of off grade urea received from bagging plant. The job includes shifting of urea bags up to the dissolving tank from the stack near dissolving tank area where material from bagging plant is unloaded.

b. Dissolving of urea lumps recovered during descaling operation of Louvers, Scrapper arms, Scrapper floor & Prilling Tower top well. (The job also includes shifting of lumped urea from Z-1001 hopper area up to dissolving tank in bags or otherwise as directed.

c. Dissolving of off grade urea accumulated during plant upsets like hopper choking, spillage etc.

d. The job may have to be carried out on round the clock basis if the requirement arises.

4. **Maintenance of canals, Reservoirs and sumps:**

The details of the jobs under above operation will be:

a. The mesh provided at the inlet of canal in Raw Water Plant is to be kept free from suspended material like vegetation and other floating materials.

b. The material collected at the suction sump of the pump house should be kept free from floating material. This material is required to be lifted manually and shifted to a distant place as informed by SIC.

c. Cleaning of mesh/ jalis in storm water drains at different locations.

d. Removal and Disposal of Sludge from various sources and then transferring them to a distant location specified by SIC.

5. **Sweeping, Mopping and Cleaning of Wash Rooms/Toilets and related adjacent areas /space within RWTP control room, bagging control room Building, Annex Building and surrounding areas which need to be cleaned/removal of dead animals maintained by the successful bidder/Contractor:**

6.

The details of the jobs under above operation as follows:

a. Sweeping and moping of washrooms and passage in front of washrooms. Mop the floor with disinfectant. Wiping the complete area and keeping it dry.

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b. Sweeping and Mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
c. Removal of dead animals and disposal of same in designated area when required.
d. Cleaning of toilet pots, seats/ urinal pots, platform, sink, wash basins, tiles, taps, floor, racks, glass mirrors, hand driers, exhaust fans, etc.
e. Cleaning of walls and keeping ceilings free from cobwebs, dirt, stains, etc. Removing the cobwebs, stains, dirt from wall, ceiling, pelmet and inaccessible spots.
f. Cleaning the mirror with glass cleaner and glass cleaning agents. Cleaning all areas and portions under windows and shelves of the washrooms. Cleaning of Windows & Doors Glasses internally every day & externally once in three months. (Approachable height) Cleaning of accessories provided in the wash rooms like Buckets/ mugs/soap cases, etc.
g. Cleaning of washbasin and W/C from inside and out with specified chemicals and soap of reputed brand twice during their shift and whenever else need arises. Keeping the passage clean at all times even if it means cleaning repeatedly.
h. Emptying the trash, clean and replace the dust bin liner on daily basis.
i. The Contractor shall engage only unskilled experienced workers for this work and also should take counter sign with RFCL on daily basis.

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SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Upkeep jobs will be on round the clock basis, at any time of the day and on any of the days, including Holidays. This is main criteria for technical suitability of offer by the contractor. The contractor should take this aspect into consideration for formulating his rates and quotation.
2. Manpower required for Upkeep should be available in General Shift and in A/B/C shifts. ('A' Morning Shift: 6AM to 2PM, 'B' Evening Shift: 2PM to10 PM, 'C' Night Shift: 10PM to 6 AM and General Shift: 8.30 AM to 5.30 PM)
3. Payment shall be on manpower rate basis only. Payment shall be made on actual job carried out, duly certified by concerned Engineer-in-Charge.
4. Contractor shall depute one supervisor for the coordination of day-to-day activities in plant for which no extra payment will be made so Contractor shall include cost incurred in his Profit Margin / Service Charge Only. Contractor's supervisor shall stay in nearby locality at Ramagundam and should be available on phone. The contractor must keep labor available in the vicinity of RFCL-Ramagundam, so that they can be mobilized within short period for meeting any urgent requirement.
5. The requirement of manpower is need based and is not of continuous nature. However, planning for the week will be given to Contractor's supervisor in advance for every coming week.
6. Contractor shall arrange for the required number of workers whenever required by plant in-charge so that the job has to start with immediate effect.
7. Contractor shall have to keep sufficient additional strength to meet relief during weekly off/leave/absenteeism of its personnel. No extra payment shall be made to the contractor over and above the rate quoted for eight hours working. The rates shall be same for all the time of the day (round the clock basis), excluding on Holidays. However, in certain cases (Need based) on the instruction of Engineer (Engineer)-In-Charge contractor should retain some labour on Overtime to meet work requirement of RFCL. Overtime shall be paid on Rates specified in SOR.
8. The contractor shall provide the materials, tools (such as broom sticks, crowbar, Head Pan, Spade, Hoe, Trenching Hoe etc.) in adequate number which required upkeep of plant area & equipment for which no extra payment will be made.
9. The contractor shall provide the materials, tools (such as Toilet brushes, Wash basin Brushes, Broom Sticks, Mop, Bucket, Mug etc.), consumables (such as handwash, hand sanitizers, paper towels, room freshener, Floor disinfectant etc.) in adequate number which required for Upkeep and maintaining the hygienic conditions at places mentioned in Scope of work.
10. The contractor shall bring at least the consumables as mentioned below required for each month on the last working day of the previous month and get it certified by the Engineer in charge / RFCL representative. These items shall be stored in the custody of the contractor and shall be utilized in the next month.

S. No	Item	UOM	Requirement Qty/Month
1	Hand wash	Litres	16
2	Air freshener	No.	2
3	Trash bag	No.	120
4	Toilet cleaner	Litres	16
5	Floor cleaning liquid	Litres	16
6	Glass cleaning liquid	Litres	2
7	Toilet freshener	No.	14
8	Toilet naphthalene balls	KG	2

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11. Contractor shall get certified for each cleaning cycle of the day by shift in charge/ RFCL representative. If Contractor fails to provide the any item/ items and quantity listed in the point 10 in any month an **amount shall be deducted** which will be equivalent to shortfall quantity Estimated price plus 10% Overhead on item expenses **in his next RA Bill.** (Maximum deduction for the month will not be more than Rs. 6413/-
12. **The Contractor shall quote the profit margin in SOR considering the materials/consumables and tools required for the upkeep work in plant area as per Scope of work.**

13. All the jobs are to be carried with safety norms applicable for carrying out the specific job under the instruction of Engineer-In-charge and safety authorities. The contractor must make following safety appliances available to the workers while at job site: Safety Helmet, Safety Shoes, Safety goggles, Ear plugs and Hand Gloves. Apart from these PPEs any other PPEs, if required for the job shall be provided by RFCL. The contractor shall visit site for discussion with plant authorities for understanding the nature of job. In case of any doubt, contractor shall consult the Engineer-in-charge for clarification of the same before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to the execution of job.

14. **Time Schedule:** Contractor shall Mobilize manpower at site within 7 (Seven) days of award of the Work Order or issue of LOA whichever is earlier. However, if the necessity arises Contractor may have to mobilize at site within 3 days of the award of the Order & issue of LOA.

15. **Penalty:**
    a) In the event of failure by the contractor to mobilize manpower/services within the time allowed as specified by RFCL or of the services are not acceptable as per provisions of the contract or as absence of minimum manpower for continuous period of 3 days or more an amount of Rs. 1000/- per person/worker per day shall be deducted. In addition to this amount shall not be payable for the period for which the services are not rendered. This is in addition to clauses mentioned in tender document.
    b) The Contractor shall be responsible to arrange Gate-Pass to service persons engaged by him for entering into office premises under scope of work as per procedures laid down by RFCL from time to time. In case services are not provided due to absence of persons on account of non-availability or renewal of Gate-Pass, Penalty shall be levied as above.

16. At the time of start of the contract by the contractor, the list of tool & tackle or any other equipment brought by the contractor at site is to be submitted by them which will be verified by RFCL Engineer. If any addition and deletion is there, they have to inform to RFCL in writing. If any item more than the list submitted by the bidder will be found, strict action will be taken against the contractor.

17. Every care shall be taken while doing the job for quality completion of the job. Any intentional damage or damage caused due to careless working to the equipment shall be recovered from the contractor.

18. **Worker's qualifications:**
    <u>Unskilled work men</u>: The person must have completed at least primary education and must be literate. He must have ability to read write and understand the instructions of RFCL supervisor. He preferably may have exposure to industrial environment as Helper or working in any of the existing manpower contract works of similar nature at RFCL. No experience bar for higher qualified.

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19. The Contractor shall not engage any workman having age below 18 years and having age above 60 years. During the contract period if any contractor's workman attains the age of 60 years, the contractor shall replace such workman with new workman.
20. In case, any worker/supervisor is not acceptable to Engineer-in-Charge on account of his lack of skill/competence, misbehavior or otherwise, he has to be replaced by the contractor with suitable/acceptable hand.
21. **Defect Liability Period** for this contract shall be **60** Days.
22. **Clause 1.3.0,1.31, 1.32, 1.33, 1.34 and 1.55.0 of GTCC** are not applicable for this contract.
23. **GTCC clause 1.30(c)** 100% Escalation or de-escalation on minimum wages shall be payable as per SOR and will not be payable on service charge / profit margin Quoted by the bidder.
24. During the period of contract in any month (30/31 calendar days), if any worker worked more than 26/27 man-days and any claim arises for the overtime in this context shall be in the scope of contractor only and there shall be no financial implication to RFCL in this regard.
25. Payments for working on Paid Holiday shall be processed as per norms prevailing at RFCL Ramagundam.
26. The extension of contract can be given on the same rates, terms & conditions for a period of three months at sole discretion of RFCL.

27. **MSME:**

i. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy are available on the MSME website. This policy is also applicable to procurement of Services.

ii. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

a) District Industries Centres;
b) Khadi and Village Industries Commission;
c) Khadi and Village Industries Board;
d) Coir Board;
e) National Small Industries Corporation;
f) Directorate of Handicraft and Handloom; and
g) Any other body specified by the Ministry of MSME.

iii. For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSE has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

iv. The MSMEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

v. Chapter–V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay

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compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.

vi. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L-1+15 (Fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (Twenty-five) per cent of total tendered value. A sub-target of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.

vii. Within this 25% (Twenty-Five per cent) quantity, a purchase preference of Four per cent (that is, 20 (Twenty) per cent out of 25 (Twenty-Five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L- 1 price). Provided that, in event of failure of such SC/ ST MSE to participate in tender process or meet tender requirements and L-1 price, four per cent sub- target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:

a) In case of proprietary MSE, proprietor(s) shall be SC/ST
b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit
c) In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.

viii. In the opinion of Ministry of MSME, in case of tender item is non- splitable or non-dividable, etc. MSE quoting price within price band L-1+15% (Fifteen per cent) may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE, in terms of sub-para vi) above.

ix. This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

x. The Public Procurement Policy for MSEs is meant for procurement of only Goods produced & Services rendered by MSE and do not apply to Works Contract as notified vide IOM No. NFL/MTLS/MSE/5 dated 17-03-2017. The relevant clauses on MSME being specific to nature of contract may be incorporated in Special Conditions of Contract (STC) of NIT/Tender

Document on case-to-case basis considering applicability thereof to contract / work and above said IOM dated 17-03-2017.

28. **Schedule of Rates (SOR):**

a) The bidder shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be accepted.
b) The quoted percentage will be applicable for all SOR items rates and to the total amount. Any bid with the multiple rates quoted will be summarily rejected.
c) The bidder shall quote the Profit margin/ Service Charges in price bid considering Expenses against statutory levies, taxes, fixed charges, Consumables and administrative charges etc. which should not be less than 1%. Any bid which is found to be less than 1% shall be rejected immediately.

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d) The Rates quoted should be inclusive of all Taxes except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies other than GST shall be borne and paid for by the bidder. The GST will be reimbursed to the contractor against Tax invoice subject to submission of documentary evidence. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by RFCL.

e) Any corrections made in the prices shall be authenticated with signatures at all places.

f) Rates filled in by bidder in SOR are immutable and final. If the bidder has forgotten or missed any item at the time of quotation, only nil rates shall be considered. Bids shall be evaluated as per evaluation criteria of NIT.

g) Wage per Day per Person (Basic & VDA, ESI, EPF, Bonus Gratuity and others) as per Minimum wages prescribed by the Minimum Wages Act of the Central Government should be protected. However, Bidders are at liberty to quote higher than the minimum wages.

h) Bidder/Contractor hereby undertake that the entire number of wages left out after deduction for statutory benefits to the personnel engaged will be paid to them in full by RTGS/NEFT into the individuals Account and proof of the same will be submitted along with the bills.

i) If there is any difference between the Service Charge/Profit margin/Rebate in % and % quoted in absolute amount, then the % in absolute amount/value will be treated as final.

j) Minimum wages considered as per minimum wages circular No File No. 1/ 8 (3)/2023-LS-II dt. 26/09/2023 from office of Chief Labour Commissioner (c) New Delhi, Ministry of Labour and Employment GOI w.e.f 01/10/2023

S. No	Description of Job	UNIT	Total wages per Day	EPF@ 13% Of basic	ESI @3.25 % Of Basic	Bonus @ 8.33% of Basic	Leave Payment @ 5%	Total Wages per Day
a)	Unskilled labour	Man-days	Rs. 504	Rs.65.52	Rs.16.38	Rs.41.98	Rs.25.2	Rs.653 .08

29. Start-ups:

The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the Tender document. The quality and technical parameters are not to be diluted. The exemption from submission of EMD may also be provided to all 'start-up' as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)., For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.

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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 store 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 labors 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.

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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 favor of "**Ramagundam Fertilizers and Chemicals Limited," payable at Ramagundam or deposit amount online in RFCL account through RTGS/NEFT**. 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/MSME (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 honour 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:

a) Tenders submitted by Tenderer who resort to canvassing.
b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
c) Tenders, which contain uncalled for remarks or any alternative additional conditions.
d) 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.
e) Tenders received late / delayed.
f) 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.

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g) 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.
h) Tenders not accompanying the Earnest Money and Tender fee of prescribed value and prescribed mode/form.
i) Ring tendering/Cartel formation

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

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

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

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

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

c) **Insurance Cover for Workmen:**

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

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

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

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i. **Workmen's Compensation Insurance (WCI):** This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR 's employees engaged in the WORKS.

ii. **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation
beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.

iii. **Third Party Liability Insurance (TPL):** This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to
and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.

iv. **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, or bodily injury to loss of life of and/or property damage of any
person or party.

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

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

1.13.0 Wages shall be paid by the Contractor to the workman directly into their bank accounts through Electronic Fund Transfer without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

1.14.0 The Contractor may employ such employees/ labors 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.

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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' notices, 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 @ sole discretion of RFCL. 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

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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 (SD) together with EMD/Initial Security Deposit shall be @ 10% of the contract value.
b. In case of work awarded, Successful bidder can furnish performance bank guarantee (PBG)/ BG in lieu of SD from any Nationalized / Scheduled Bank except Rural and Co-operative bank 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).**
c. In case work is split between two or more parties, SD shall be submitted based on the value of split order.
d. No interest shall be paid on security deposit. EMD shall be considered as part of SD.
e. 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.
f. 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.
g. 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.
h. Security deposit shall be forfeited in case the vendor fails to execute the order.

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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.

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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 3 % 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

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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

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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.

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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 (Disputes/s) whatsoever, which shall at any time arise between/among the parties here to, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works are whether before or after termination shall after return notice by either party to the contract shall be resolved/settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of the dispute notice by the other party, then party/ies may refer the said dispute/s for adjudication through Arbitration as prescribed herein after.
- On failure of amicable resolution/settlement as above, the dispute/s shall be referred/ adjudicated through arbitration under/in accordance with arbitration centre (Domestic & International), High Court of Judicature at Hyderabad for the state of Telangana and the state of Andhra Pradesh Rules 2015 as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by

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Arbitration and Conciliation Act 1996 as amended or modified or re-enacted from time to time.

- The number of Arbitrators shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs 3 Crore, otherwise number of Arbitrator shall be one (1) i.e (Sole) Arbitrator.
- The Language of Arbitration shall be English.
- The Governing law shall be Laws of India and dispute/s shall be adjudicated as per Indian laws.
- For the convenience of parties, the venue of Arbitration shall be as per above rules i.e., Arbitration centre, Hyderabad. However, the Seat of Arbitration shall be Ramagundam Peddapalli District, State of Telangana. The Courts at Ramagundam Peddapalli district, state of Telangana Shall have exclusive jurisdiction.
- It is also agreed by and between the parties that in case a reference is made to the sole Arbitrator/arbitral tribunal for the purpose of resolving the dispute/s 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 SBI MCLR rate applicable to RFCL on the date of award of contract.

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.

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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 is to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor any claim whatsoever will be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever.

1.44.0 Payment for Preparation of Bid Document:

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

1.45.0 Termination of Contract and its Consequences:

1.45.1 Termination of Contract

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

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

a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets or any insolvency proceedings have been initiated under Insolvency Bankruptcy Code, 2016, Or
b. Abandons the work, or persistently disregards the instructions of the RFCL/ Engineer in Charge in contravention of any provision of the CONTRACT, Or
c. persistently fails to adhere to the agreed program of work, Or
d. Sublets the work in whole or in part thereof without RFCL's consent in writing assigns, transfers or sublets or attempts to do so., Or
e. Performance is not satisfactory or work is abnormally delayed, Or
f. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of RFCL within fifteen days after written notice of such default is provided to the Contractor.
g. Failure to pay minimum wages to the employees/workmen of the Contractor and related statutory payments to the concerned authorities for consecutive period of Three months, or
h. In the event of theft/untoward incident happened due to act of Contractor and/or its employees, or
i. Ring tender/Cartel formation/non-bonafide method, or
j. RFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the RFCL.

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

1.45.2 Consequences of Termination:

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

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

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

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

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

1.46.0 Deleted

1.47.0 TIME EXTENSION:

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

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

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

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

1.51.0 The Contractor shall ensure that the payment of the minimum wages to the labourers through EFT, specified by the government (State Government or Central Govt. whichever is higher) from time to time, has been made in accordance with the Minimum Wages Act. If at any time, it is noticed or it comes to the knowledge that the payment, to the laborer's

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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:**

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

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

1.59.0 **Priority of documents:**

Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or

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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 Age Criteria:

Medical condition and Age bar of persons deployed by contractor: The person deployed by contractor shall be mentally and psychologically sound and physically fit. He must have good eye sight with both eyes corrected to 6 / 6 with specs and must not have color blindness. The person deployed shall not have fear to climb at heights. Any person with chronic diseases shall not be deployed by contractor. The requirement of job being alert mind and quality work, any non-performance on medical ground shall not be acceptable to RFCL. Contractor shall not deploy any person attaining age of 60 years and shall discontinue deployment of any worker who attains the age of 60 years.

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-XIII). and which should be counter verified 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 INTEGRITY PACT:

For all tenders/ Contracts valuing Rs. 1 crore and above, the tenderer(s) / bidder(s)/ contractor(s) has to enter into an "Integrity Pact" with RFCL. A copy of the Integrity Pact typed on plain paper duly signed by the tender issuing officer who is the authorized signatory on behalf of RFCL, has to be enclosed with the tender document. In case of uploading the tender in the website, Integrity Pact also has to be necessarily uploaded after scanning the signed copy of the pact.

J.V.R. Sravankumar

Bidder's Initial & Seal

Non-signing of the Integrity Pact will disqualify the offer/ bid. However, bidders may be given an opportunity to sign the Integrity Pact before rejection of the bid.

Following instructions shall be included in the tender documents, valuing Rs 1 crore and above:

"The Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the principal i.e., RFCL. The Integrity Pact has to be signed by the Proprietor /Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid".

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V.R. Ravankumar

Bidder's Initial & Seal

Annexure-VIII

Undertaking on Bidder's letterhead

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

i) That our Institution/ sister concern etc. has not been blacklisted or put on holiday by any Institutional Agency/Government Department/Public Sector Undertaking.

ii) That no other Institution/ Sister Concerns/ Associates belonging to the same group are participating/ submitting the Tender for the job.

iii) That the information furnished by me/ us in respect of above Tender is true and correct and nothing has been concealed. In case any of information is found to be false and incorrect at any stage, RFCL shall be fully competent to take the necessary action as deemed fit.

I/ We are hereby confirming that the above details are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Seal & Signature of Bidder

V. R. Sivaramkumar

Bidder's Initial & Seal

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 **4th Floor, KRIBHCO Building, SECTOR-1, NOIDA – 201301**, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____(hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (hereinafter called OWNER and _____ a Company incorporated in_____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs._____.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit-cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.
2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No._____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of_____ months after the issuance of the above-mentioned certificate of commissioning / erection / completion certificate, 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.

Bidder's Initial & Seal

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

8. The last date of claim under this Security Deposit-cum-Performance Bank Guarantee shall be _____ (date of expiry + 3 months).

Dated _____ this ____day of _____2024

Bidder's Initial & Seal

Annexure-X

Proforma for Indemnity Bond

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

(on a non-judicial stamp paper as notified by Telangana State Government (Presently Rs.500.00))

This DEED OF INDEMNITY made between M/s ....having its registered office at .....and place of business at..... 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 and having its registered Office at **4th Floor, KRIBHCO Building, SECTOR-1, NOIDA – 201301** (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part.

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

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

NOW THIS DEED WITNESSETH AS FOLLOWS

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

Dated:

Y.V.R. Sravanlamar

Bidder's Initial & Seal

FORM OF CONTRACT
(To be prepared on Stamp Paper of Rs.200)

THIS CONTRACT made at RAMAGUNDAM (Telangana) on the -------- day of ---------- BETWEEN RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, registered in India under the Indian Companies Act 2013, having its registered office **4th Floor, KRIBHCO Building, SECTOR-1, NOIDA – 201301** (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the ONE PART

AND

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

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

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

ARTICLE-I

1.1 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents, namely:

a) This agreement of contract;

b) NIT/Tender documents;

c) Acceptance of Tender;

d) Letter of Intent dated ----------;

e) Work Order dated ---------; and

f) Further amendments, if any.

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

ARTICLE-2

2.1 WORK TO BE PERFORMED

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

ARTICLE-3

3.1 COMPLETION PERIOD

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

J.V.R. Sravankumar

Bidder's Initial & Seal

ARTICLE-4

4.1 JURISDICTION

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

ARTICLE-5

5.1 ENTIRE CONTRACT

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

ARTICLE-6

6.1 NOTICE

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

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

ARTICLE-7

7.1 WAIVER

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

ARTICLE-8

8.1 NON-ASSIGNABILITY

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

Bidder's Initial & Seal

ARTICLE-9

9.1 ARBITRATION

Except where otherwise provided in the contract all matters, questions, disputes or differences (Disputes/s) whatsoever, which shall at any time arise between/among the parties here to, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works are whether before or after termination shall after return notice by either party to the contract shall be resolved/settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of the dispute notice by the other party, then party/ies may refer the said dispute/s for adjudication through Arbitration as prescribed herein after.

On failure of amicable resolution/settlement as above, the dispute/s shall be referred/ adjudicated through arbitration under/in accordance with arbitration centre (Domestic & International), High Court of Judicature at Hyderabad for the state of Telangana and the state of Andhra Pradesh Rules 2015 as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration and Conciliation Act 1996 as amended or modified or re-enacted from time to time.

The number of Arbitrators shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs 3 Crore, otherwise number of Arbitrator shall be one (1) i.e (Sole) Arbitrator.

The Language of Arbitration shall be English.

The Governing law shall be Laws of India and dispute/s shall be adjudicated as per Indian laws.

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e., Arbitration center, Hyderabad. However, the Seat of Arbitration shall be Ramagundam Peddapalli District, State of Telangana. The Courts at Ramagundam Peddapalli district, state of Telangana Shall have exclusive jurisdiction.

It is also agreed by and between the parties that in case a reference is made to the sole Arbitrator/arbitral tribunal for the purpose of resolving the dispute/s 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 SBI MCLR rate applicable to RFCL on the date of award of contract.

IN WITNESS WHEREOF the parties hereto executed this contract on _____ day of _____, 20____ and shall come into force w.e.f. _____.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Ramagundam Fertilizers and Chemicals Limited (With Rubber stamp)	Contractor (With Rubber stamp)
Witness 1. 2.	Witness 1. 2.

Annexure-XII

SCHEDULE OF RATES

For "Upkeep of Plant areas and Equipment in UREA &OFFSITE PLANTS "at Ramagundam Fertilizers and Chemicals Limited, Fertilizer City, Ramagundam

Ref: NO. RFCL/Prod/Cont-24/Manpower/2024-25

Rates For Providing Unskilled MANPOWER SERVICES FOR RFCL, RAMAGUNDAM									
S.No	Category	Minimum wages per day (Rs.)	Total no of manpower	Total wages per year (Rs.)	ESI @3.25% on basic wages (Rs.)	EPF @13% on basic wages (Rs.)	Bonus @ 8.33% of basic wages (Rs.)	Leave payment @ 5% of basic wages (Rs.)	Total Amount per year (Rs.)
1	2	3	4	5= (3*4)*365	6=5*3.25%	7=5*13%	8=5*8.33%	9=5*5%	10= (5+6+7+8+9)
A-1	Labour (Un-Skilled)	504	48	8830080	286977.60	1147910	735545.66	441504	11442017.66
A-2	Total wages per year inclusive of all allowances								11442017.66
A-3	Service Charge / Profit Margin amount (____ % * A-2)								
A-4	Total value of Contract excl. GST (A-2+A-3)								
A-5	GST amount (___% * A-4)								
A-6	Total value of Contract, in figures (including GST & Contractor's margin)								
A-7	Amount in words (Rs.								Only)

(*) The rates above indicated are based on minimum wages notifications dated 26.09.2023 w.e. f 01.10. 2023.As per GOI order File NO.1/8(3)/2023-LS-II dated 26.09.2023any changes in the above rates/minimum wages after the issue of tender, the same will be given at the time of actual execution of contract as escalation or de-escalation.

Rates for Payment of Overtime Wages Per Hour

Rates for Providing Unskilled MANPOWER SERVICES FOR RFCL, RAMAGUNDAM				
A	Category	Rates of wages man/hr for OT (Rs.)	ESI @3.25% on basic wages of column 3(Rs.)	Total Amount (1 to 2) (Rs.)
		1	2	3
A-1	Labour (Un-Skilled)	126	4.10	130.00
	Amount In words (Rs. One Hundred and Thirty only)			

Y.V.R. Sravankumar

Bidder's Initial & Seal

Notes to Price Bid/Schedule of Rates:

(1) Bids will be evaluated on overall L1 basis i.e., Lowest Landed Cost to RFCL.

(2) 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 to be quoted separately as per price bid.

(3) **The Contractor shall quote the profit margin in SOR considering the materials/consumables and tools required for the upkeep work in plant area as per Scope of work.**

(4) The Quantities mentioned in SOR are indicative only & Payment will be released on the basis of actual quantities executed.

(5) In case quoted rate two or more bidders have margins equal to 1% at the time of tender opening or after opening the discounts, below which further discount is not acceptable, then "draw of lots" system shall be resorted to ascertain the name of contractor to whom the job shall be awarded.

(Signature of the tenderer with Seal)

Bidder's Initial & Seal

Annexure-XIII

Certificate of Compliance

Of

Statutory Provisions of Labour Laws

Certified that provisions of Contract Labour (Regulation and Abolition Act-1970) and other relevant laws as mentioned below has 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 of wages has been made through electronic fund transfer directly in to bank accounts of Contract employees and is as per Minimum Wages Act, Bonus & other laws and no compliant 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 statements and furnished necessary particulars to the relevant authorities. EPF and ESI contributions for above referred month have been deposited with concerned authorities on or before due dates in respect of manpower deployed as mentioned at Sl no._____ to _____of Wage payment register.

1. Minimum Wages Act-1970, Factories Act-1948 and Workman Compensation Act-1923
2. Employees Provident Fund & Miscellaneous Provisions 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 & conditions stipulated in the tender document and confirm to abide by the same and not done or committed any act or entered into any transactions in violation of any statutory provisions

No other charges would be payable by RFCL.

Signature & Seal of Authorized Signatory

of the Agency/Contractor

Signature & Seal of

Authorized Signatory

of the Executing department

Verified by

Authorized Signatory (Signature & Seal of HR department)

Y. V. R. Bhaveenkumar

Bidder's Initial & Seal

Integrity Pact

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

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

AND

_____hereinafter

referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract for

_____

(Bid Document No./RFQ No.:.....)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

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

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

   b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

Bidder's Initial & Seal

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

   b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

   c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

   e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: <u>Disqualification from tender process and exclusion from future contract</u>

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

Section 4: <u>Compensation for Damages</u>

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: <u>Previous Transgression</u>

Y. V.R. Sravanthumar

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

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

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

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

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

Section 8: <u>Independent External Monitor/Monitors</u>

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

Bidder's Initial & Seal

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.

8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

Section 10: Other Provisions

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

(For & on behalf of the Principal) **(Office Seal)**	**(For & on behalf of Bidder/Contractor)** **(Office Seal)**
Place_____	
Date_____	
Witness 1: (Name & Address)	Witness 1: (Name & Address)
Witness 2: (Name & Address)	Witness 2: (Name & Address)

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ANNEXURE-XV

CHECKLIST FOR BIDDERS

Sl. No	Documents	Yes/No or N/A
1	**Cost of Tender Documents:** DD No. ____ Amount ____ Date ____or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
2	**EMD** DD No. ____ Amount ____ Date ____or for fee exemption valid self-attested registration certificate issued by MSME/NSIC as per tender document.	
3	Whether all the pages of tender documents are stamped and signed & properly tagged with all documents?	
4	Whether declaration form-I is filled up?	
5	Whether declaration form-II (bidder's details) filled up?	
6	Whether e-banking mandate form is filled up?	
7	Whether self-attested copy of registration of the firm (for Partnership firm or Pvt. Ltd. / Pub. Ltd. Company) is 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 company.	
14	Undertaking on Party's letter head about Blacklisted/ Non-Blacklisted company. The certificate should be exactly in the same format as given on **page no. 49** of tender document (Annexure-VIII)	

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15	Total Turnover of the business in F.Y 2020-21, 2021-22 & 2022-23 **(Enclose copy of Audited Profit & Loss account and B/S for the Financial Years 2020-21, 2021-22 & 2022-23).**	
16	Give details of the major similar contracts handled by the tendering Company/ Firm/ Agency during last seven years (ending last day of month previous to the one in which applications are invited)	

S. No	Details of Client	Amount of Work completed (Rs.)	Contract period (From and to)

17	Documents showing completion of **three similar works of value not less than Rs. 50.34/ *37.75 Lakhs per annum** 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) (Enclose copies) * Start-up's	
18	Documents showing completion of **two similar works of value not less than Rs. 62.93/ *50.34 Lakhs per annum** 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) **(Enclose copies) * Start-up's**	
19	Documents showing completion of **one similar works of value not less than Rs. 100.68/ *88.10 Lakhs per annum** 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) **(Enclose copies) * Start-up's**	
20	Attested copy of Work orders of similar works and satisfactory performance/completion Certificates having the detailed mentioned as per Annexure-III **(Enclosed)**	
21	Form-16A/26AS in support of work completion certificate for work orders submitted for assessing eligibility criteria	
22	Integrity Pact (Annexure-XIV)	

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