



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**

(A Government of India Undertaking)

Administrative Building, MES Dept, Room no. 25,  
Chembur, Mumbai 400 074, Maharashtra, INDIA

Phone: 00 91 22 2552 2434/2382 / 2063

	<p style="text-align: center;"><b>MES Enquiry No.</b> <b><u>CC/MES/NAG/234/L/2425/1033</u></b> <b>Dated 16/10/2024</b> (Please quote this number in all future correspondence)</p>
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Dear Sir,

<b>Subject:</b>	<b>Consultancy Services for valuation of AGC Plant along with its associated equipment's and accessories at RCF Trombay Unit.</b>
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With reference to above; you are requested to submit your quotation as mentioned below. Your offer must be submitted in Two Bid System in **Two separate sealed envelopes** superscripting each envelope with enquiry no., due date & contents.

- **Un-priced techno-commercial bid** – 1<sup>st</sup> envelope should contain un-priced techno-commercial bid consisting of the following:
  1. Signed and stamped copy of scope of work as a token of your unconditional acceptance of the scope of work.
  2. Duly filled in and signed copy of commercial terms and conditions-**Annexure II**.
  3. **Duly filled in and stamped copy of Annexure IV with required documents as per 'CREDENTIALS & ELIGIBILITY CRITERIA'**.
  4. Signed and stamped copy of all Terms and Conditions related to GST and Tax Compliance Clauses-**Annexure V**.
  5. Signed and stamped copy of Disciplinary Clauses and Statutory / Mandatory Clauses -**Annexure VI-A, VI-B, VI-C**.
  6. Your price bid Photostat copy with prices blanked off.
- **Priced Bid:** 2<sup>nd</sup> envelope should contain your "**Priced Bid**" as per the Schedule of Rates given in the scope of work.

Your quotation should reach in office of the undersigned on or before **06/11/2024 upto 02.00 PM**. Your offer should consist but not be restricted to the following:

Please note that the offers received after the due date & time will not be considered. Please note that RCF will not be responsible for any delay due to late delivery of quotations sent by post, courier etc.

For any queries in the scope of work you are requested to contact undersigned on 25522063 or 25522434.

***In case you are not quoting please send a regret letter.***

Thanking you,

Yours' faithfully,

DGM (CC)

- Enclosures -
1. Annexure I-II: Scope of Work & HSE
  2. Annexure III: Check list for Commercial Terms & Conditions
  3. Annexure IV: Credentials & Eligibility Criteria
  4. Annexure V: Terms and Conditions related to GST & Tax Compliance Clauses
  5. Annexure VIA AND VI-B, VI-C: Disciplinary Clauses and Statutory / Mandatory Clauses.
  6. Annexure VII: General Terms & Conditions
  7. Annexure VIII: VENDOR DATA UPDATION FORM

**Kindly open following hyperlink to find "Information for MSE" in RCF website, wherein bidder can register himself to get MSE registration certificate with UAN.**

<http://www.rcfld.com/index.php/en/tenders/information-for-msme/8901-registration-of-msme>

In case of any doubts / details, party can visit the plant, contact the plant engineers, see, discuss and understand the job at site before submitting quotation.

## INSTRUCTIONS FOR BIDDERS

This is a Notice Inviting Tender (NIT) as per the terms & conditions stated hereinafter:

**NOTE: Following terms & condition shall override the respective term and condition of GTC (Annexure VII)**

1.01 **AWARD OF CONTRACT:** Contract shall be awarded on **OVERALL LOWEST TENDER BASIS.**

1.02 **INSTRUCTIONS TO MSME VENDORS /BENEFITS TO MICRO AND SMALL ENTERPRISES: BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.

The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

Preference for MSME:

- i. **For Non-Divisible tender:** This Tender is Non-Divisible tender, hence if it is observe that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price.
- ii. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.
- iii. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.  
In support of the bidder being a MSE the Udyog Aadhar Memorandum (UAM No.) shall be submitted, in absence of which the Purchase Preference for above shall not be considered.

**ii. Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party only.**

1.03 RCF Ltd reserves the right to accept or reject any or all tenders in full or in part without assigning any reason.

### **2.0 Dispute resolution between the buyer and the seller / service provider**

#### **2.1 Conciliation:**

- i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

#### **2.2 Arbitration:**

In the event of any conflict / dispute arising out of or in connection with the Contract placed, which has not been resolved in accordance with the procedure laid down in Clause 2.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- i. In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.
- iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
- iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

- v. The cost of the Arbitration shall be equally borne by both the Parties.
- vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located.
- vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

2.3 Both the Parties understand and agree that being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

2.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**3. Limitation of Liability:** In any event, neither party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of either party, whether under the contract, in tort or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to:

- (i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement,
- (ii) In the event of any gross negligence or willful misconduct on part of either party, as finally judicially determined by a court of competent jurisdiction.

**4. Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain

**5. Termination for Default:**

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions.

**6.0 Confidentiality**

- i) Bidder shall treat all matters in connection with this work as strictly confidential and undertakes not to disclose, in any way, information, documents etc. given to them by RCF without the prior written consent of RCF.
- ii) Bidder further undertakes to limit the access to confidential information to those of its employees, who reasonably require the same for the proper performance of the work provided however that Bidder shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

**6.0 Modification**

Any modification of or addition to the work order shall not be binding unless made in writing and agreed by both the parties.

**8.0 Statutory Variation Clause:** Any variation in statutory levies/taxes within the contractual delivery period shall be to RCF's account & beyond contractual delivery period, upward variation shall be to Vendor's account.

In case of any doubts / details, party can visit the plant, contact the plant engineers, see, discuss and understand the job at site before submitting quotation.

**TECHNICAL BID**

(Note: BIDDER TO SUBMIT SIGNED & STAMPED COPY OF THIS DOCUMENT, IN TOKEN OF UNCONDITIONAL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS)

**Subject: Consultancy Services for valuation of AGC Plant along with its associated equipment's and accessories at RCF Trombay Unit.**

**1. Brief of Job:**

We have two compressor for compression of Associate gas installed in Associated Gas compressor plant (AGC). Since 2015-16 both plant is under shutdown due to non-requirement of compressed gas. In order to scrap the complete plant including machineries (mechanical/electrical/instrumentation) no book value is available. We intend to line up a suitable work order for hiring the consultancy services for valuation of AGC plant along with its associated equipment's and accessories.

Details of machine is as follows:

**Number of AG Compressor 2(Two) A & B**

**Year of manufacturing 1978**

**Technical details of HP (A & B) compressor unit are as follows:**

I) Steam Turbine: -

- 1) Make : Kawasaki-Cooper make
- 2) Type: - Back pressure turbine
- 3) Inlet steam condition: - 100-105 Ata @ 480-500 °C
- 4) Steam consumption: - 27-29 Mt/Hr
- 5) Back Pressure: - 13-14 ata @ 320°C
- 6) Speed range: - 11000 – 11300 RPM

II) Compressor Unit: -

- 1) Make : Kawasaki-Cooper make
- 2) Type: - 2 stage centrifugal compressor
- 3) Capacity: - 23000 NM<sup>3</sup>/Hr
- 4) Inlet condition: - 8.2 – 10 Kg/cm<sup>2</sup>
- 5) First stage outlet: - 21-26 Kg/cm<sup>2</sup>
- 6) Second stage outlet: - 40-43 Kg/cm<sup>2</sup> @ 106-120 degC

**2. Scope of Work and Deliverables ( but not limited to following)**

The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The bidder shall bear all the costs associated with the preparation and submission of the BID including site visit during the Bidding process and RCF will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**1. Broad Scope of Work for Consultant to carry out Valuation of Specified Fixed Assets shall be as follows:**

- a) Fair Realizable value of AGC plant and its equipment & accessories.
- b) Consideration for cost of dismantling.
- c) Justification for fair realizable value with reference to the present cost of similar capacity plant in India / Abroad.
- d) Valuation of spares relating to AGC plant. List of spares will be provided by RCF.
- e) Valuation of consumables (usable) in inventory. List of consumables will be provided by RCF.

**2. The Consultant shall plan the site visit within 15 days from the issuance of LOI/WO.**

**3. The process shall broadly include the following steps:**

- a) **Physical Inspection of plant and machinery asset installed in AGC Plant at RCF Trombay manufacturing facility on random sample basis.**
- b) **Collection of data pertinent to the valuation exercise including details of assets, industry data and relevant economic and market information.**
- c) **Analysis of the economic and competitive environments in which the facility & business operates.**
- d) **Market survey and collection of data pertinent to the valuation exercise.**
- e) **Determination of valuation parameters, methods & key assumptions.**
- f) **Estimation of Market Value.**
- g) **Preparation and submission of the Draft Valuation Reports for AGC Plant within 05 weeks from the date of first site visit.**
- h) **Preparation and Submission of Final Valuation Report, incorporating comments and making necessary changes, if any as suggested by RCF. The CONSULTANT shall submit Final Valuation Report within 2 (two) weeks from receipt of RCF comments on draft reports of AGC Plant. The consultant shall submit bound final report in 2 (two) copies. The report shall be printed on good quality colour and A4 size paper. Consultant shall also submit final report on 2 no's CD.**

**3. Support to CONSULTANT from RCF:**

**RCF shall provide the following support to CONSULTANT:**

- i) Grant entry permission to personnel designated by Bidder subject to meeting the security/access/safety requirements of RCF.
- ii) RCF shall review and submit comments on Draft Valuation Reports for AGC Plant, submitted by the CONSULTANT within 2 (two) weeks.
- iii) RCF will provide CONSULTANT, the documents evidencing to title of the assets including technical specifications and other agreements/any other documents available with RCF that may be required by CONSULTANT to complete their scope of work.
- iv) The physical verification of non-discreet/blended assets like leasehold improvements, electrical works etc. to be done on a best judgment basis, if applicable, from the list of assets provided to CONSULTANT.
- v) Upon reasonable notice and if required, be available for conference calls and meetings and provide all assistance required by CONSULTANT to enable it perform its services.
- vi) CONSULTANT will provide the list of data/documents required 7 days before the schedule site visit. The data will be provided by the RCF prior or during CONSULTANT's site visit/inspection.
- vii) RCF will make available all the relevant information that is available with it for the purpose of this engagement. RCF further agrees to notify CONSULTANT if it learns that information provided is incorrect or inaccurate or otherwise should not be relied upon.

**4. Completion Period/Schedule:**

**a) Draft Report**

The CONSULTANT shall submit Draft Valuation Reports for AGC plant, as per scope of work, within **5 (five) weeks** from the date of first site visit.

**b) Final report**

The Final Valuation Reports for AGC plant shall be submitted within **2 (two) weeks** from the receipt of final comments from RCF.

5. **Bid System:** Two Bid

6. **Validity of the Contract:** One Year from the date of WO Placement.

7. **Health , Safety & Environment Compliance:-** Refer Annexure-II

8. **Mobilisation Period:** Within 15 days from date of placement of WO.

9. **Mode of quotation and Quantum of job:**

Sr. No.	Description	Unit	Unit Rate (In INR)	Total Rate (In INR)
1)	Preparation of Valuation report for AGC Plant and its equipment & accessories at RCF Trombay unit as per the scope of work defined in the scope of work	01 Lump-sum		
	<b>Total Amount</b>			

In case of any doubts / details, party can visit the plant, contact the plant engineers, see, discuss and understand the job at site before submitting quotation.

**HSE REQUIREMENT****HEALTH, SAFETY & ENVIRONMENT ATTACHEMENT****SAFETY INSTRUCTIONS TO FOLLOW HSE (HEALTH, SAFETY AND ENVIRONMENT) SYSTEM & REGULATIONS****HSE REQUIREMENT****A. Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.**

All the Contractors / Subcontractors / Suppliers / Transporters / Consultants and their supervisors, shall follow and comply the following Safety instructions for safe execution of the allotted jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site. All the contractors/sub-contractors/ suppliers/ Transporters/ Consultants and their supervisors shall be termed as "Contractor".

**B. General Requirements and Responsibilities:** All concerned mentioned above at all times must comply with the following requirements;

- a. Maintain full responsibility for all environmental, safety, security and health compliance matters.
- b. Shall take prompt action on safety compliance as per RCF's Safety Procedures, Rules and Regulations.
- c. Responsible for correcting environmental, safety, security and health violations and/or unsafe conditions / act present in his/her operation.
- d. Ensure that all work activities and/or services are always carried out safely to prevent injuries / harm to any person and damage to properties and environment.
- e. Safety record at the RCF will be a criterion used to judge performance and determine whether or not persons/ groups mentioned as above qualifies for future contracts at RCF.
- f. 'Stop Work Authority' to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
- g. Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
- h. Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF's procedures.
- i. Initiate immediate corrective actions towards unsafe acts or unsafe conditions so as to prevent or mitigate future recurrence.

**I. General Instructions:**

All the concerned mentioned above as "A" shall mandatory comply ESIC, PF, WCA & Group Insurance for all the workers / supervisors / Drivers/ Cleaners employed by them.

- a. Group insurance policy of contract workers/ transport workers i.e. 'Workmen compensation policy' / 'Group accident insurance policy' and ESIC (Employee state insurance scheme) is compulsory for entire period of work covering all type of risks involved.
- b. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
- c. Contractor shall arrange necessary Gate Entry Passes in advance as per CISF requirements.
- d. Contractor workmen will follow the rules and regulations prevailing at RCF from time to time.

**II. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS**

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

**III. Health of contractor employees:**

- a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.



- c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

#### **IV. Safety Training:**

- a. Safety Induction training on work place safety shall be mandatory to each new contractor employee at Safety department. Gate passes of such employees shall be stamped as Safety trained employees. Contractor to ensure that workers have received this mandatory training. This training will be valid for six months.
- b. PEP (Preparation Tool Box talk) talk must be given every day by Contractor Supervisor maintain its record at job site. It needs to be submitted to job execution department on a weekly basis.
- c. Contractor shall maintain record of safety training of all those manpower/labour who are deputed to carry out job at RCF site. Contractor must ensure that the individual of his workforce have undergone Safety Induction training again when the validity is expired.
- d. If any individual of contractor workforce had any critical illness or involved in major safety incidence the event must be brought to notice of Job execution department immediately and the individual must undergo Safety Induction training again irrespective of validity of previous training.
- e. Contractor shall ensure that his workforce understood the use of fire extinguishers, safety showers, PPE & emergency communication system available in the plants imparted during Safety Induction Training given by RCF & should get their doubts, if any, clarified during the training itself.

#### **V. General Safety Instructions:**

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.
- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

#### **SN BIS codes Information**

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors



9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

## **VI. RCF Safety Procedures, Rules and Regulations (as mentioned in Point no. I)**

### **A. Safety precautions for handling & use of compressed gas cylinders:**

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.
3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

### **B. Safety precautions during cutting/welding job:**

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.
2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Contractor to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.
6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by contractor supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by contractor supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

### **C. Safety precautions during Radiography:**

1. Contractor shall ensure that radiography is conducted by competent radiographer. Radiographer shall carry radiographer's license along with personal dosimeters (Chest & waist), Survey meters, lead apron, radiation trefoil symbols and adequate PPE.
2. The work area shall be cordoned off with access only to authorized work force.
3. Radiography work/Road diversion shall be informed to nearby control room.

### **D. Safety precautions during shot blasting:**

1. The contractor should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.
7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.

10. Ensure proper earthing to the short blasting Gun & Machine

**E. Safety precautions during hydro jet cleaning:**

1. During hydrojet cleaning, person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggles.
2. Hydrojet machine pressure relief valves should be calibrated with valid certificate available.
3. Hydrojet machine must have a calibrated pressure gauge.
4. The components/ Power cables of Electric panel shall be of appropriate rating w.r.t. Hydrojet Motor rating.
5. Panel shall have Emergency push button stop.
6. Contractor shall depute Electrician with Hydrojet Machine.
7. Hydrojet machine hose connection shall have sling protection (to avoid Whipping hose)

**F. Safety precautions while Online leak sealing jobs:**

1. May require JHA & safe work permit.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, Heat resistant suits & hand gloves (for hot lines), chemical resistant suit & hand gloves (for process fluids), full body harness with doubly lanyard (for height jobs) etc.
3. Contractor to ensure that positive air line with full vision face mask is provided at the site where online sealing job for hazardous chemicals is being carried out.

**G. Safety precautions while Onsite Safety valve testing:**

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

**H. Safety precautions while using electrical appliances:**

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.
3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

**I. Safety precautions for working at height (2 M and above from ground/permanent platform):**

1. Contractor must ensure that only individuals in his work force who have obtained Height pass issued by RCF Ltd are assigned work at height.
2. For height jobs, contractor employees shall wear safety helmet, safety shoes, safety goggles, cotton/cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored at different supports. Scaffold shall be as per IS 4014:1967 (Part 1) & IS 4014:2013 (Part 2). Life line shall be provided as Standby arrangement.
3. Contractor shall strictly use cup shape Base plate (50mm X 200mm & 50mm X 250mm for light (i.e.150kg /m2)/ heavy duty (300kg/m2 ) scaffolds.
4. Work to be done under strict supervision.
5. Any specific requirements related to specialized height jobs shall be complied as per NIT scope of work.
6. Above 10meter height retractable fall arrestor must supplied by contractor. EN:362 - Retractable fall arrestor

**J. Safety precautions for Confined space job:**

1. Contractor shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit (if required) before entering the vessel.
2. Contractor shall ensure that his employees know the job hazards which they may face before entry & during job execution by means of Pep talks on regular basis. The records of the pep talks are to be maintained and submitted to job execution department after job completion.
3. The contractor must maintain vessel entry / exit records of all entrants.
4. Contractor shall ensure that a rescue person always remains near the vessel entry point along with relevant rescue equipment, to keep watch, till all the entrants have come out.
5. Contractor shall ensure that cross ventilation, air hose and 24-volt hand lamp without cable joint and torch are made available before entering vessel.
6. Contractor shall ensure that another source of 24 Volt lamp illumination shall be through inverter.
7. Contractor shall get himself aware of alternate light/ power source arrangement in case of power failure.
8. Contractor shall also ensure that authorized entrants are using all relevant PPE during entry and job execution. Employees working inside vessel / confined space shall use reflective jacket.
9. Contractor shall ensure that rescue equipment and other emergency services procedures are available at site.
10. For Vessel entry with height/ depth more than 02M, Contractor must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

**K. Safety precautions for working at fragile roof:**

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

**L. Safety Provision while Excavation and Dewatering activity:**

1. Contractors have to use tools with insulated handles
2. Contractors must ensure their work force use gum boots and hand gloves
3. Contractors have to ensure that for Deep Excavation (> 2m), shoring/ stepping is done & two escape routes are provided.
4. Contractors have to ensure that clearance from all concerned departments (on SWP) is taken to avoid interference from any underground cables/ pipelines
5. It has to be ensured that incase of dewatering activity, no person must be working in pit while submersible pump is energized. Also the submersible pump has to be isolated and disconnected at source before any person enters the work pit.
6. Contractor must ensure that all electrical connections must be provided with RCCB. Its trip working should be checked on daily basis.
7. It has to be ensured that there are no joints in cables provided in all electrical connections.

**Penalty for violation of safety rules at work place:**

**Violations:**

All unsafe acts, offences, breach of procedures or standards as classified herein.

**Disciplinary Actions:**

Penalty, termination of Contract(s) for Contractors, subcontractors, consultants, their supervisors and individual contract manpower/labour shall be applicable as follows:

**For the first violation:**

If any violation to the HSE requirements is observed from Individual Contract manpower/labour, Penalty as per the following table along with Warning letter shall be issued.

**For Second Violation (Penalty imposed shall be 1.5 times of existing penalty) is appended as below.**

In case if the same labor /manpower is caught as a defaulter for the 2nd time he/she shall be debarred from entering the factory premises for a period of minimum 7 days from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

**For Third Violation (Penalty imposed shall be three times of existing penalty) is appended as below.**

In case if the same labor /manpower is caught as a defaulter for the 3<sup>rd</sup> time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

**Note:** The contractor shall ensure that incase if he has been awarded work orders in other areas such as

- Priyadarshini building, Township, Admin building etc., for Trombay Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for Thal Unit, he shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (in Rs.)		
		1 <sup>st</sup> time violation (in a Calendar Year)	2 <sup>nd</sup> time Violation (in a Calendar Year)	3 <sup>rd</sup> time Violation (in a Calendar Year)
1	Working without wearing safety helmet (per person)	1000	1500	3000
2	Working without wearing safety shoes (per person)	1000	1500	3000
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc. (per person)	1000	1500	3000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters. (per person)	2000	3000	6000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment. (per person)	1000	1500	3000
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit (per person)	1000	1500	3000
7	Working without valid test certificate for lifting tools/tackles (per incidence/ observation)	3000	4500	9000
8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO (per incidence/ observation)	2000	3000	6000
9	Working without a valid Safety Work Permit (per incidence/ observation)	3000	4500	9000
10	Permit not available at site (per incidence/ observation)	500	750	1500
11	Gas cylinder without flash back arrestor (per incidence/ observation)	1000	1500	3000
12	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
13	Gas cylinder without trolley (filled and empty) (per incidence/ observation)	500	750	1500
14	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
15	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
16	Improper hand tool or power tools (per incidence/ observation)	1000	1500	3000
17	Smoking at work place area. (per person)	5000	7500	15000
18	Found in intoxicated state (per person)	5000	7500	15000
19	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

	<b>Safety violations by Transport contractors</b>	1 <sup>st</sup> time violation (in a Calendar Year)	2 <sup>nd</sup> time Violation (in a Calendar Year)	3 <sup>rd</sup> time Violation (in a Calendar Year)
1	Faulty HAZCHEM displayed on Tanker (per incidence/ observation)	1000	1500	3000
2	One PVC / Tychem Suit set if available (per incidence/ observation)	1000	1500	3000
3	Both PVC / Tychem suit set are not available (per incidence/ observation)	1000	1500	3000
4	Fire Extinguisher without Hydro Test. (per incidence/ observation)	1000	1500	3000
5	TREM card not available (per incidence/ observation)	500	750	1500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver) (per person)	500	750	1500
7	Lying/ resting below the vehicle(per incidence/ observation)	5000	7500	15000
8	Any other deviation found as per checklist for Tankers (per incidence/ observation)	500	750	1500

**M. General Environment Protection:**

1. The contractor shall strive hard to conserve energy & water wherever possible.
2. The contractor shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Contractor shall not use empty areas for dumping the wastes.
6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Contractor & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. Goods suppliers'/ Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

**N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:**

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board

**O. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Trombay Unit)**

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in [www.mahadish.in](http://www.mahadish.in). The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

**P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Thal Unit)**

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in [www.mahadish.in](http://www.mahadish.in). The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

**DIGITAL SIGNATURE/SIGNATURE WITH STAMP  
(On all Pages)**

The Maharashtra Factories Rules

FORM 6  
(See rule 18)

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Certificate of Fitness

1. Serial No. .... Serial No. ....  
Date ..... Date .....

2. Name ..... I hereby certify that I have personally

3. Father's name ..... Examined (name) .....

4. Sex .....

5. Residence .....son/daughter of .....

6. Date of birth, if available and/or residing at certified age.

7. Physical fitness .....

8. Descriptive marks

who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained from my examination is ..... years, and that he/she is fit for employment in factory as an adult child his/her descriptive marks are:

9. Reason for-

(1) refusal of certificate .....

or

(2) certificate being revoked .....

Left hand Thumb

impression

Initials of Certifying Surgeon.

Left hand Thumb

Impression

Certifying Surgeon.

**Note.- Exact details of cause of physical disability should be clearly stated.**



**COMMERCIAL TERMS & CONDITIONS****(KINDLY FILL THIS SHEET AND SUBMIT)**

Your Technical Offer shall compulsorily and clearly mention the acceptance of item-wise each one of the RCF's Standard Terms & Conditions given below. (Note: - Below mentioned Terms & Conditions shall be in addition to and prevail over any, if already given elsewhere in this Enquiry).

Kindly submit this page duly signed & stamped along with your offer, as your confirmation towards acceptance of the same.

BIDDER'S NAME: .....

NOTE: Please note that any blank field left in the preceding confirmation box will be treated as 'Agreed' only for offer evaluation.

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put v in front of your confirmation or delete which is not applicable)								
1	<b>MODE OF QUOTATION</b> You shall quote strictly as per mode of quotation given in enquiry.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
2	<b>VALIDITY OF OFFER</b> Your Offer shall be valid and firm for Minimum 75 days from opening of Bids.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
3	<b>COMPLETION TIME / PERIOD</b> Entire job shall be completed within the stipulated time period as mentioned in the scope of work.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
4	<b>LIQUIDATED DAMAGE (LD)</b> In case of delay in completion of job beyond the stipulated period LD shall be levied @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
5	<b>PAYMENT TERMS</b> After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents. In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
6	<b>PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS</b> The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
7	<b>Taxes &amp; Duties:</b> Please mention in taxes/ duties. If nothing is mentioned it will be assumed that no taxes / duties are applicable. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SN</th> <th>Description as per SOW</th> <th>SAC/HSN Code</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Consultancy Services for valuation of AGC Plant along with its associated equipment's and accessories at RCF Trombay Unit.</td> <td></td> <td>GST@.....%</td> </tr> </tbody> </table>		SN	Description as per SOW	SAC/HSN Code	Applicable Tax	1	Consultancy Services for valuation of AGC Plant along with its associated equipment's and accessories at RCF Trombay Unit.		GST@.....%
SN	Description as per SOW	SAC/HSN Code	Applicable Tax							
1	Consultancy Services for valuation of AGC Plant along with its associated equipment's and accessories at RCF Trombay Unit.		GST@.....%							
8	<b>WORK ORDER VALIDITY:</b> The work order shall be valid for a period of <b>One Year</b> from the date of placement of Work Order.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
9	<b>STATUTORY VARIATION CLAUSE:</b> Within contract period is in RCF scope and beyond contract period in vendor's scope.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
10	The job will be done as per the scope of work in total.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
11	Whether The Vendor is Registered under Micro/Small/Medium Enterprises Act 2006 (Please Furnish The Proof) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No								

12	<b>All MSE bidders shall register/declare their UAM Number and copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012</b>	Mention UAM Number ..... <input type="checkbox"/> Not Applicable
13	Whether the Proprietor of "MSME" Enterprise is from SC/ST Category (Please Attach Cast Certificate Issued By Competent Authority) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	<b>Agreed to all Terms and Conditions related to GST &amp; Tax Compliance Clauses</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
15	<b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY</b> (Note: Non acceptance or deviation to RCF's standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
16	<b>Land Border Declaration/Certificate as per order (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020))</b>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
17	<b>DEVIATION IF ANY</b> {Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure-III)}	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>SIGNATURE WITH STAMP</b>		

## CREDENTIALS &amp; ELIGIBILITY CRITERIA

(NOTE: Please fill the details in front of each criteria mentioned below and upload this. Please upload signed & stamped copies of supporting documents in relevant packets. **(Incomplete form or non-submission of documents to verify details may results into rejection of your offer)**)

NAME OF BIDDER: .....		Details to be filled and proof to be attached
SN		
1.	Name & Address of the company	
2.	Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration)	
3.	Name of owner / proprietor/directors	
4.	Contact Telephone Numbers	
	Mobile -	
	E-Mail ID-	
5.	Banker's Name & Address	
6.	PAN No. (enclose copy of certificate)	
7.	<b>GST registration number (if applicable)</b>	
8.	Bidder should have experience of having successfully executed "Consultancy Services for valuation for plant and machineries" during last 7 years ending last day of month previous to the one in which applications are invited. Bidder shall submit the Work order copy along with completion/execution certificate issued by the client with reference no. of Work Order/Contract Agreement, executed value, date of completion etc.	
9.	The bidder company or one partner/director should possess a Valuer Certificate for "Plant & Machinery" issued by the Office of the Chief Commissioner of the Income Tax Under Section 34AB of Wealth Tax Act, Ministry of Finance. Or The Bidder Company or one partner/director should be certified approved Valuer under category "Plant & Machinery" from Institute of Valuers. Bidder shall submit documentary evidence supporting above criteria. Or The bidder company or one partner/director should be registered with registered of valuers organisation, ICSI Or The bidder company or one partner/director should be registered with registered of valuers organisation, ICAI Or The bidder company or one partner/director should be registered with registered of valuers organisation, RVO ICMAI	

**Note-**

**Work orders through subcontracting shall not be considered. Only, the work order shall be placed by the organization directly on the vendor/contractor who has participated in the tender will be considered. The job carried out by the vendor/contractor for the organization through other agency where work order is not in the name of the vendor/contractor shall not be considered for further evaluation purpose i.e WO in the capacity of sub-contractor shall not be accepted.**

**The offer of bidders not fulfilling the criteria mentioned above will not be considered for further evaluation. Only basic value ( i.e Exclusive of Taxes) of executed work order shall be considered for evaluation.**

Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, bidder shall submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice

**Mere fulfillment of above eligibility criteria will not automatically ensures vendor's qualification/short-listing for the job and RCF decision on this matter will be final & binding.**

All the documents shall be duly signed and stamped by the applicant, on each page.

**In case of offers are received from companies/firms, having common Directors/Partners, then offer of only single company/firm shall be considered for evaluation**

### **Relaxation in Experience criteria & Turnover for eligible MSEs**

- a) **For MSEs-** Relaxation of 25% in prior experience/ Annual financial turnover to be provided to the qualifying MSEs. Relaxation in prior experience to qualifying MSEs will be applicable if Pre- Qualification Criteria (PQC) of similar work experience is based on value of the estimate or quantity of the tender. However, relaxation in prior experience to qualifying MSEs will not be applicable if Pre-Qualification Criteria (PQC) of similar work experience is based on technical parameters which cannot be increased/ decreased/divisible.

### **ANNEXURE-IV -A**

#### **Relaxation in Experience criteria & Turnover for Start-Up BIDDER:**

“

- A) *Start-up bidders must submit the following documents:*

a) *Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.*

b) *Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.*

- B) *Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.*

*Following relaxations will be given to Start-up bidders:*

*1) 25% relaxation in average turnover criteria*

*2) 25% relaxation in past experience criteria, applicable to value or quantity only*

***No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.***

- C) *Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.”*



**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.  
  
"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  2. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



5. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### VI. Certificate regarding compliance

Bidder shall furnish a certificate along with tender documents regarding their compliance with this Order as per the format on their letter head. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

#### Format of Certificate

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"*

#### VII. Validity of registration

**Registration should be valid at the time of submission of bids and at the time of acceptance of bids.**

VIII. The said order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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## Model Certificate

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"*

**Tax Compliance Clauses Related to GST**  
**(To be obtained on the letter head of the tenderer)**

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/ Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GST Act provisions.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.

17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

**Signature and Seal of the tenderer**

## Disciplinary Clauses

### DEBARMENT OF FIRMS FROM BIDDING (HOLIDAY/DE-LISTING/BLACK-LISTING)

1. Debarment is classified under following two types:

- (i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.
- (ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

#### Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

#### Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

*No official of a procuring entity or a bidder shall act in contravention of the codes which includes*

##### *(i) Prohibition of*

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;

##### *(ii) disclosure of conflict of interest.*

*(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.*

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, su-moto with drawing or altering the bid within bid validity period etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also be displayed on RCF's website for all units of RCF.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

**Debarment across All Ministries /Departments / Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings**

7. Where RCF is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, RCF can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

- (i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*
  - (ii) (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.*
  - (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.*
  - (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*
8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.
9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.
11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.
12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

**Revocation of Orders**

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

**Other Provisions (common to both types of debarment)**

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.
18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
20. The period of debarment shall start from the date of issue of debarment order.
21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

**SIGNATURE WITH STAMP  
(On all Pages)**



**STANDARD TERMS AND CONDITIONS (HR Department)**

**PART- B**

**The Statutory / Mandatory Clauses pertaining to HR/Legal in respect Daily Rated Contract Labours (On Minimum Wages).**

The Labour related and compliance related standard clauses are enumerated below should be invariably followed. These standard clauses have overriding effect if any contradictory/inconsistent clauses appears anywhere in NIT or Work Order etc. The standard clauses of HR Department supersedes any other contradictory labour related clauses in NIT/Work Order.

1. The Central Govt., has revised Minimum Wages in the year 2017 by almost revising Basic wage which is a component of Minimum Wage. The Minimum Wage every after 5 years is revised normally, whereas, Special Allowance (VDA) is revised six monthly.

Minimum Wage consist of Basic Wage and the Special Allowance i.e. variable Dearness Allowance (VDA declared after every six months). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt., applicable to RCF which is notified by the Dy.Chief Commissioner (Central Govt.), Mumbai time to time. The Circular of current Minimum Wages is enclosed.

**Note:** It is to be noted that both the Central Govt, and the State Govt. have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment', as declared by the Dy.Chief Commissioner (Central Govt.), Mumbai time to time. At present, Minimum wage rates of Central Govt. notified by the Dy.Chief Commissioner (Central Govt.) is applicable.

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.
3. Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes.  
In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.
4. **The Contractor while quoting the rates must take into account the existing applicable Minimum Wages which is notified by the Government of India, Ministry of labour and Employment for Unskilled , Semi Skilled, Skilled Category workers who are going to be engaged by the contractor. The Contractors must ensure that the applicable rate of wages are quoted with the applicable statutory overheads such as PF, ESIC, Bonus, VDA etc. and Statutory liabilities of the workers who are going to be engaged. As Principal Employer, RCF shall reimburse all statutory increases including VDA under labour laws/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company. The Company will reimburse the statutory increase in Minimum Wages on the basis of actual payment made to the workers by the contractor.**
5. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
9. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.  
ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed.

A certified copy of monthly PF-ECR and monthly ESI contribution Copy from respective websites should be submitted monthly with Wage Register copy and NEFT statement of salary made to workers.

- i) The agency must have obtained the applicable Labour Licence from Labour Dept., (Appropriate Authority) for engaging workers and that of including Sub-Contractors also.

Sub-Contractors should not be engaged without the written permission of the Execution Dept., and the consent of HR Dept. This should be strictly followed.

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
- Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
  - Proforma of declaration/Undertaking
  - Proforma of Declaration regarding Black listing /debaring for taking part in the Tender.
  - Proforma of details to be submitted while engagement/ entry level permission to HR.
  - The following documents are to be submitted:
    - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
    - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
    - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
    - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.
12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:
- Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure "E"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.
15. 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 (26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October) as paid Holidays and also Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.
16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.
18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.

20. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.
21. The following actions are need to be followed by the Contractors.
- Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.
  - The contractor should settle all their legal dues including Gratuity, if applicable and No Dues Certificate to be produced from the workers engaged.
  - New contractor before engaging any workers obtained an application for New Employment with their Successive Contractor/s and based on their job application request, the Agency on his letterhead, must give letter of engagement for a period ending. The contract is awarded with the clause that the engagement will stand termination on the date on which the contract is expiring. Such documents needs to be submitted to Principal Employer for record.
  - The Contractor must give Identity Card mentioning the date of engagement, date of birth etc. The same way, Successive Contractor also follow and issue the termination notice if complete superannuation and settle the dues at the end of the contract.  
It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Principal Employer is not responsible for the same.
  - The contractor must take care that the new/existing workers engaged are not organized and all the benefits are extended timely and no non-compliances.
  - It is advised that the Successive Contractor should rotate the workers, so that at one particular location, the same workers are not continuously engaged to claim an employment subsequently.
  - The Successive Contractor/s must pay the applicable rates of minimum wages timely and should have copy of contribution deposited with PF & ESI Authority and further ensured that the workers get annual slip of contribution.
  - Contractor/s must appoint his own Supervisor to supervise the work and no instructions should take directly from the Principal Employer to the workers directly. Only the Supervisor give instructions to his workers.
  - Execution Department has to monitor all the parameters and keep documents till the end of contract and preserved at least for minimum 8 years, so that whenever any investigation is done, we are ready with proper documents.

### **PART- C**

#### **GENERAL STANDARD TERMS AND CONDITIONS**

#### **1. LABOUR LICENCE**

Contractor engaging 20 or more workers must obtain valid Labour Licence 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 licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement.

#### **2. PROVIDENT FUND CODE NO. & COMPLIANCE OF P.F.ACT**

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15<sup>th</sup> day of Month P.F.Contribution of both shares (Employers/ Employees) @ 12% each of wage disbursed alongwith the necessary Administrative Charges . The present contribution rates are as under:

<b>ACCOUNT NO.</b>	<b>EMPLOYER'S SHARE (12%)</b>	<b>EMPLOYEES SHARE (12%)</b>
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	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67%		12%	
2 (Admn.Charges)	0.5% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/- )	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn.Charges)	0			
Total PF	<b>13 %</b>		<b>12%</b>	
TOTAL			<b>25 %</b>	

Receipt copies of the challans should be submitted by contractor to the HR Dept. every month before 25<sup>th</sup> through Executive Dept. Also every month contractor should submit copy of ECR in respect to PF, ESI, P. Tax & LWF, etc. and documents as per check list provided by the HR Deptt. On completion of work for release of final bills,(EMD, Security deposit etc.) The contractor should submit details within 15 days.

The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees Pension Scheme) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI & PF etc by filling details in the format available with the HR Dept.,

### 3. EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I.ACT

The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act drawing wages up to Rs. .21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @3.25% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to the HR Dept.

The contractor should also submit the six monthly return and also should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/ Dispensary. If any contract worker earns Gross monthly wages more than Rs. 21,000/-. The provisions of The Employees Compensation Act, 1923 will be made applicable to them. Contractor has to ensure the compliance of the same.

The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, EDS, Security Deposit etc

### 4. REGISTRATION UNDER THE MAHARASHTRA LABOUR WELFARE FUND (AMENDMENT) ACT, 2003 & PROFESSIONAL TAX.

The Contractor must obtain independent Registration No., under the Bombay Labour Welfare Fund Act and pay 6 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code No. Also contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit P.Tax every month to Government treasury (in time) and also submit Returns in time.

### 5. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

"Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and **no person/ contract labour shall be employed without the valid certificate of fitness**". The Contractor will get the Pre-Employment Medical Examination of his workers, done from the Doctor/Agency whose addresses are available with the contract awarding Authority (Execution Dept.).

### 6. SUBMISSION OF DOCUMENTS TO HR DEPT.

#### A) BEFORE EXECUTION OF WORK

The copy of the Work Order alongwith details of full name, age, fitness, etc., of all workers to be engaged, expected date of commencement of work may be informed immediately before execution of work, so as to Register the name of the Contractor before Registering Officer of the State Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract Labours through Contractors. In addition, if the Contractor is going to engage 20 or more workers, necessary Labour Licence under Contract Labour Act is to be obtained by the Contractor before executing the work and copy is forwarded to HR Dept.

Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., separately in our name at the time of award of Contract including work order copy may be forwarded for further compliance to HR Dept., in order to show the same to PF & ESI Inspector during their visit/Inspection.

In short, the Contractor shall furnish the following information to the HR Dept., **within 7 days of the receipt of the Work Order** or actual date of commencement of work, whichever is earlier through Execution Dept.

- Work Order Copy.
- ESI & PF Allotment letter.
- Labour Licence/application in Form No.IV for obtaining Labour Licence to the Principal Employer, if applicable.
- Nature of work and the no. of workers to be engaged from the date of commencement of work.
- List of sub-contractors, if any, to execute the work along with detailed information of Sub-contractors.
- Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.
- First and Final bill of the contractor must be routed through HR Dept. to only ascertain that the contractor submitted the required documents to HR and HR has submitted onward to the Authorities.

**B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:**

The Contractor remit ESI, PF Contributions in respect of Contract workers to be engaged at RCF and submit the proof of challan copy & ECR copy **every month alongwith wage register copy** duly certified by representative of Execution Dept. The Execution Dept., should maintain monthly ESI/PF Compliance records with them.

Monthly bill/ regular bills of Contractors should be reimbursed only when Execution Dept., confirm after examination that the ESI, PF & minimum wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised/

The Contractor shall also remit Six Monthly Labour Welfare Fund Contribution and the return under the Maharashtra Labour Welfare Fund Act, 1953 due in June ( to be deposited on or before 15 July) and December ( to be deposited on or before 15 January)every year to avoid penalty and penal action against RCF.

It may be ensured that the Contractor shall submit all the relevant documents monthly showing compliance of all the relevant Acts, Laws, Rules and Legislations as and when called by HR Dept., through Execution Dept., whenever there are complaints/ non-compliance noticed.

**C) SUBMISSION OF DOCUMENTS AT THE TIME OF FINAL BILL/ SECURITY DEPOSIT:**

Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future.

All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.

For Non-Annual Contracts, Indemnity bond and the Certification from the Execution Dept., is sufficient with mention that the work order was intermittent/short duration and the flexible manpower is engaged on-call basis at the time of release of final bill.

In short, the following is to be ensured as a Regular Compliance by the Execution Dept., as the onus lies on Execution Dept., to make the compliance.

01. Issuance of Wage Slip one day prior to Disbursement of Wage or credit of salary to the Bank Account.
02. Online submission of ESI, PF, MLWF,PT Contribution and compliance.
03. Payment of Minimum Wage and Certification on Wage Register every month.
04. Issue of Employment Card, Attendance Card to Contract Workers.
05. Pehchan Card to every coverable employee under ESI Act.
06. The contractor shall pay wages to his workmen either through E-Payment Mode or cheque only. No wage payment shall be made in cash or through any other mode.

If any non-compliance, penalty @ 2% on invoice amount for the respective period /bill raised may be charged by Execution Dept., The above must be incorporated in the NIT/ Work Order and then only concurrence of NIT/Work order will be done by HR.

**07.** The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.

- During continuance of the Contract, the Contractor and his sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
- The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.
- Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
- Some of the major laws applicable and the compliance is to be made are given below:
  1. Contract Labour (R&A) Act, 1970
  2. Employees State Insurance Act, 1948
  3. Employees Provident Fund & Misc.Provisions Act, 1952
  4. Minimum Wages Act, 1948
  5. Payment of Wages Act, 1936
  6. Maternity Benefit Act, 1961
  7. Employees Compensation Act, 1923
  8. Factories Act, 1948
  9. Payment of Bonus Act, 1965
  10. The Maharashtra Labour Welfare Fund Act, 1953
  11. Payment of Gratuity Act, 1972, etc.
  12. Professional Tax Act.

**08. WORKING HOURS, LEAVES, OVERTIME, SAFETY, ETC., AS PER THE FACTORIES ACT**

In respect of all labour, directly or indirectly employed in the work for the performance of contract job, the contractor shall at his own expenses arrange for all safety provisions mentioned in the statute. The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or not occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the Company harmless and indemnified.

**09. DISPLAYING OF NOTICES AND ABSTRACT OF ACT WHICH ARE REQUIRED BY THE LAW**

The Contractor has to display Statutory Notices at site office/work place including the Abstract of the Contract Labour (R&A) Act, 1970, Minimum Wages Act, etc., alongwith details of wages payable, wage period, place and time of disbursement of wages, names and addresses of the Inspectors, etc.

**10.** The Contractor has to ensure the Signature/Thumb impression of the contract workmen on the Muster-cum-Wage Register and also ensure that the representative of Principal Employer has witnessed the payment monthly and certified at the end of the entries of the Register.



## **11. PAYMENT OF WAGE AND OTHER BENEFITS**

11.1 The Contractor shall pay not less than minimum wages to his workers as notified/ revised from time to time as applicable under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. **In any case, the rate of wage payable shall not be less than the higher of the two rates.** Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual. The statutory rise shall consist of rise in PF & ESI contribution. Further, which also consist of revision of minimum wages (Basic Wage) and enhancement of limit of Bonus. However, it does not include, the payment of variable DA and Special Allowance.

11.2 The Contractor shall ensure payment of wages to all workmen, employed by him in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed thereunder, the Minimum Wages Act and any other applicable law including.

### **11.3 TIMELY PAYMENT OF WAGES AS PER THE PAYMENT OF WAGES ACT**

The Contractor must also keep his wage register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Company Officials and ensure the monthly payment on or before 7<sup>th</sup> of every month.

### **11.4 WEEKLY OFF**

The workers must be given weekly off as admissible.

### **11.5 NATIONAL HOLIDAYS**

Three National Holidays:

1. 26th January    2. 15th August                    3. 2nd October

These must be granted as paid holidays to all workers.

## **12. HEALTH, SAFETY AND WELFARE**

The Contractor should ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and his Supervision to ensure the safety at work site.

The Contractor shall ensure that only medically fit persons are engaged for job after medically examined by a qualified Doctors.

## **13. PROHIBITION OF CHILD LABOUR**

Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit.

Person below the age of 18 should not be employed.

## **14. CLAUSE REGARDING ENGAGEMENT OF SUB-CONTRACTOR – WORK ORDER**

The Contractor shall not engage any sub-contractor **without the specific permission of the Principal Employer.** The contractors will be given such permission only on giving an undertaking that they will be responsible for, and take complete responsibility for non-fulfillment of any provisions of the Contract Labour (Regulation and Abolition) Act or the rules made thereunder and other applicable Laws viz., ESI & PF Act. They will be also responsible for timely payment/short payment of wages to the Contract Labour employed by sub-contractors alongwith the deposition of ESI & PF contribution of both shares in the respective Code No., either sub-contractor/main contractor, in respect of Contract Workers engaged by the sub-contractor. The contractors or the sub-contractors will not employ any inter-state migrant labour without the permission of Principal Employer.

It is the duty of the main contractor to forward one copy to HR Dept., about the permission of sub-contractor alongwith Undertaking, Indemnity Bond, Affidavit & monthly all such documents of ESI & PF and a copy of Labour Licence in respect of sub-contractor(s).

The following **three Proforma** with relevant details are submitted to HR Dept.

1)	Indemnity Bond	On 200 Rs. Stamp paper for issuing Form III to obtain Labour Licence. to be submitting by Main Contractor
2)	Affidavit	On 100 Rs. Stamp Paper to be signed by sub-contractor about the Compliance of ESI & PF.
3)	Undertaking	On letter head to be signed by Main Contractor for engaging sub-contractors.

Main Contractor must clarify about the compliance of ESI & PF in respect of labours engaged by sub-contractors stating that the compliance will be made under the Code No., of Main Contractor/ respective sub-contractors alongwith the no.of workers engaged.

Copies of ESI & PF Allotment letter issued by the Govt. authorities (Main contractor/sub-contractors, as applicable) are forwarded to HR Dept.

## 15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) Contractor should complete the work as assigned during his contract period.
- d) Contractor should regulate the conditions of employment of his employees/ contract labour.
- e) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- g) All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j). Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contractors labour lies with the contractor himself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep indemnified RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

## 16. CONTRACTUAL OBLIGATIONS

- 16.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should show all his records/monthly returns to the HR Department to ensure strict compliance at proper time. If contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dept., may in its discretion cancel the contract.
- 16.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.

16.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.

#### **17. PRESERVATION OF REGISTERS/RECORDS**

The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Execution Dept. must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans etc. as referred in clause 6(C) in this Standard Terms and Condition for the retention period as per the policy to show as and when required to Investigation Agency.

#### **18. RELEASE OF SECURITY DEPOSIT**

Final bill Security Deposit shall not be paid till the clearance certificate from the HR Dept., is obtained.

#### **19. CHARACTER VERIFICATION**

The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.

The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.

#### **20. SUPERVISION AT WORK SITE**

The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such employees will have no claim against the Company whatsoever.

#### **21. TERMINATION OF CONTRACT**

RCF may terminate the contract any time on giving the Contractor a notice in writing as per terms of contract. If the Execution Dept., finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Execution Dept., shall be the sole judge. Upon termination, the Contractor shall only be entitled to be paid for the work actually performed upto the date of termination, as per the terms and conditions of the contract.

#### **22. PENALTY CLAUSE**

In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT / Work Order in addition to statutory compliance, the Execution Dept., on behalf of Company will deduct the appropriate amount as penalty out of the bills submitted by the contractor. The decision in this regard taken by the Company will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.

#### **23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD**

After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

24. The Contractor will ensure to provide canteen facility to his workmen as per rules.

25. Company reserve the right to modify /alter or cancel any part/full job order without assigning any reason thereof.

26. **UNIFORM** The Contractor has to provide Uniform, rainy shoes and raincoat to his workmen engaged at RCF site. Contractor has to ensure that the workers wear their uniform while on job.

27. Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, RCF will not own any responsibility in this regard of whatsoever nature.

#### **28. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS**

##### **01. Under Contract Labour (R&A) Act**

Every contractor shall in respect of each work on which he engages Contract Labour shall required to maintain following Registers/ Records.

- i) Muster Roll } OR Muster-Cum-Wage Register
- ii) Register of Wages }
- iii) Issue Wage Slips to the workers atleast a day prior to the disbursement of Wages.
- iv) Issue of Employment Card /Identity Card.

02. **Under Minimum Wages Act**

- (a) Muster Roll
- (b) Register of Wages
- (c) Register of Deductions
- (d) Register of Overtime
- (e) Register of Fines
- (f) Register of Advances

03. **Factories Act :**

Register of Adult workers – The register of adult workers shall be in Form 17. This register shall be written up afresh each year and shall be preserved for a period of twelve months.

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04. **Employees state insurance Act 1948**

- (a) Accident Registers
- (b) Inspection Book

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**Rashtriya Chemicals & Fertilizers Ltd.**  
(Trombay Unit)

*New Forming developed*

**Sub: Entry Permission for Work with Photo Pass / Temp. Pass / Pass Renewal/ O.T. Permission**

Kindly allow the following persons of M/s. \_\_\_\_\_ to enter the premises of RCF for the 1st time. Details of our employees are as below:

The Asst. Commandant  
CISF Unit, RCF Ltd.  
Mumbai -400074

Please Tick mark on appropriate period			
15 Days	1 Month	3 Month	Including Sunday, Holiday, Round the clock

Sr. No.	Full Name	Age	Identification Mark	Permanent Address	Sign	Employee ESI Card No.	Employee PF No./UAN No.	ESIC Pass No.	Entry Through Gate No.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Name of the Plant and Dept. where work is to be carried out \_\_\_\_\_ Reporting Officer \_\_\_\_\_  
 Work Order No. \_\_\_\_\_ Work Order Valid Up to \_\_\_\_\_, Time from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM  
 Duration of the job: Date from \_\_\_\_\_ to \_\_\_\_\_  
 Sign & Seal of Applicant \_\_\_\_\_

Sr./Chief Manager	OM/AGM	DGM	GM / CGM	ED(Tr.)	Asst. Commandant

## GENERAL TERMS &amp; CONDITIONS:

1. **DEFINITIONS:**

The terms repeatedly used in the enquiry, Work Order and elsewhere during the finalisation of this contract, shall mean as follows: -

Contract/ Work Order shall mean and include any award of work in writing with General Terms & Conditions/ special conditions of tender, enclosures, Annexures and subsequent Amendments thereto.

Contract value shall mean the total amount payable to Contractor towards the jobs actually executed by the Contractor in accordance with the Work Order issued to Contractor by RCF.

Contractor shall mean the Bidder whose bid has been accepted by the Owner and shall include Contractors heirs, legal representative, successors and assigns.

Date of contract shall mean the date of issue of Letter of intent or the date so mentioned in the Work Order.

Owner / RCF shall mean and include the Rashtriya Chemicals & Fertilizers Ltd., having its Registered Office at Priyadarshini, Eastern Express Highway, Mumbai 400 022 their successors, assigns or Legal Representatives.

Guarantee / Warranty Period shall mean the specified period from the date of completion of work as certified by RCF Engineer during which Contractor shall rectify / and remove all the defects pointed out by RCF Engineer, free of cost.

Schedule of Rates shall mean the finalized rates as per the scope of work mentioned in the enquiry and incorporated in the Work Order.

Tenderer / Bidder shall mean the person, firm or Corporation who have submitted a tender / bid against invitation to Bids and shall include their legal representatives, successors and assigns. It shall also include the successful tenderer whose bid has been accepted.

Amendment Order shall mean an Order given by RCF to effect additions, subtractions or alterations in the Work Order.

Work shall mean and include all activities as specified under the Scope of Work.

RCF Engineer In charge shall mean the Engineer of RCF under whose instructions the particular job is being executed or an Engineer superior to him and shall include RCF's representative or consultant/ its representative, appointed by RCF for this purpose.

Battery Limit shall mean boundaries of continuous area within which the Plants and Equipments are located.

Site shall mean that portion in Plant / Stores / Building / Open Yard at RCF Chembur where work is to be done.

Job Order shall mean the written Order issued by the RCF Engineer for a particular job.

**"Equipment" means any item of plant and machinery, equipment, accessories or thing supplied by RCF to be erected / installed by Contractor.**

You shall ensure that the instructions of Site Engineer / Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representatives indulge in any illegal / unlawful activities or any misconduct, the contract / Work Order may be terminated without any notice, at the risk & cost of the Contractor.

The job shall be done in any of the Plants / Departments at RCF, Trombay Unit, Priyadarshini Building, Administrative Building, R & D Department, Pirpau storage area, anywhere between RCF and Pirpau along the pipe rack etc. and any other place notified as the part of RCF Trombay Unit.

Contractor shall provide and maintain necessary supervisory staff and skilled Workers required in connection with the execution of the contract who are employees of the Contractor.

Contractor shall provide all amenities/ facilities which are to be provided under the respective Contract Labour (R & A) Act 1970 Factories Act, 2948 such as Rest Room, Drinking Water facilities etc.

Contractor should complete the work as assigned during his contract period.

Contractor should regulate the conditions of employment of his employees/ contract labour.

Contractor shall keep adequate no. of strength of employees and Contractors services shall be available as and when required and during the emergency.

All persons employed by the Contractor shall be his own employees for all intents and purposes i.e. Contractor's own strength. Contractor's Supervisor should be available to give instructions to the contract Workers and will supervise the entire work. No instructions will be given to Contract Labour by RCF Officials. Wherever word "Employee" is used please use word "Contract Labour" or "Contractor Employee" and be read accordingly.

The Contractor shall observe all the Safety & Security Rules and Regulations of RCF which are in force at present and which may come into force during the pendency of the contract Violation of any Rules & Regulations will entail termination of the contract.

The Contractor shall be solely responsible for the manner and method of executing the work.

You shall abide by all the terms & conditions given in NIT, General Directions & Conditions of Contract and Contractors Labour & Health Regulations, Safety Clauses for contract items and Safety



practices to be followed for Electrical Equipments and all other Rules & Regulations as applicable. (All the above booklets are available free of cost with the department issuing the Work Order.).

## **2. SECURITY DEPOSIT:**

The successful bidder called the Contractor shall be issued a Letter of Intent/Work Order. On receipt of the Work Order, the Contractor shall deposit within 15 days a sum equivalent to 10% of the contract value towards Security Deposit for faithful performance of the work or furnish a Bank Guarantee from a Nationalised Bank, in RCF proforma, for equivalent amount and valid for contract period. The Security Deposit/ Bank Guarantee shall be converted into performance guarantee after completion of the work. This amount/ Bank Guarantee shall be returned to after the expiry of guarantee / warranty period.

In case of annual rate contract and at the request of the Contractor, RCF may consider deduction of Security Deposit at 10% from the Contractor's running bills, if EMD amount is available with RCF.

**Note: Bidders shall note that if the difference between the quoted rates of L1 and L2 is more than 20% under such circumstances the successful bidder will have to submit SD towards faithful performance of the contract within 15 days of receipt of work order for an amount of 20% of the basic contract value.**

On submission of Security Deposit, the EMD of the Contractor shall be returned.

No interest shall be payable by RCF on the Security Deposit or EMD.

## **3. RELEASE OF SECURITY DEPOSIT:**

The Security Deposit /final bill shall be released subject to submission of indemnity Bond on Rupees 100/- stamp paper, stating the completion of ESI/ PF as required by RCF as approved by Personnel Deptt.

## **4A. LAWS PERTAINING TO LABOUR** (For site job)

The Contractor shall comply with all Central, State & Municipal Laws and Rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments there under.

**No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and legislation, in force from time to time. In case RCF has to pay any charges for non-compliance of any Act, enactments, Laws, Rules & Legislation in force from time to time by the Contractor, the same shall be recovered from the Contractor.**

Contractor shall submit all the relevant documents showing compliance of all the relevant Acts, Laws, Rules and legislation's as and when called by RCF.

Irrespective of the no. of Workers employed, you shall ensure the compliance of PF & ESI to all the Workers. If the work entails employing more than 19 contract Workers, the Contractor should obtain a License from Competent Authority as per provisions of Contract Labour (Regulations & Abolition) Act 1970.

You shall comply with all the Central, State & Municipal Laws & Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act 1970 relating to working hours, rest intervals, weekly offs, holidays, overtime as mentioned in Wages Act, applicable including the ESI Act. The payment of Wages Act 1936, Employees Provident Fund Act 1952. The Minimum Wages Act 1940, Factories Act 1949, Workmen's Compensation Act 1923 or any other applicable legislation and the Municipal Bye-Laws or other Statutory Rules & Regulations whatsoever in force, in so far as these are applicable. Any obligations, financial or otherwise, imposed under any statutory enactment, Rules & Regulation there under shall be the sole responsibility of the Contractor.

The Contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract, which he is liable to pay by Rules, Law or Order of Government. The expenses if any, incurred by RCF on the above will be realized from the Contractor from any amount that may be due from RCF to the Contractor. If any accident or injury or death is sustained by any worker, the Contractor should immediately inform RCF of the same in writing giving full particulars about the injured person for preparing the accident report and giving the necessary First Aid. Further medical assistance shall be provided by the Contractor at his own cost.

In case of any accident necessitating medical attendance, the same shall be reported immediately to the Office Incharge for necessary First Aid assistance. Further, medical treatment shall be provided by the Contractor.

The Contractor shall give the address, phone no, Fax no, Pager no., Mobile no. and the name of the contract person of its Local Office in order to give the job order. The Contractor shall attend the job immediately on giving the message at the said address either verbally, telephonically or otherwise.

The Contractor shall ensure that at all times the persons appointed by him to serve in the Company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.

Contractor shall get his employees medically examined and shall produce on demand the medical certificate.

The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any Law or statute in force, from time to time or any other reason whatsoever.

The Contractor's workmen shall be in neat and clean Uniforms and with proper safety appliances while on duty at all times.

The employees of the Contractor shall be liable to search by the Company's Security Force and shall have to strictly observe the Company's directions relating to cleanliness, wearing of identification badges etc.

No employees of the Contractor shall be allowed to stay on the premises of the Company beyond the authorized working hours.

All staff employed by the Contractor shall be termed as the Contractor's employees for all intents and purposes.

After expiry / termination of the contract, the Contractor shall take out all his employees from RCF Site. RCF shall not take any responsibility regarding employment of Contractor's employees.

You shall register with the Regional Provident Fund Commissioner & ESI Office and obtain Provident Fund No. & ESI No. and deposit the PF & ESI contributions with the Authorities. For every calendar month, the Contractor shall give a complete list of employees and the recovery of PF / ESI from them as also the Employer's contribution. The bills submitted will be certified and passed for payment only after Contractor produces the documents of PF / ESI contribution of Workers duly certified / receipted by the PF / ESI Commissioner and the Workers are paid their monthly Wages.

The Contractor's employees will not be allowed to avail the Canteen facility from RCF Canteen which is meant for RCF Workmen only. The Contractor will ensure to provide canteen facility to his Workmen as per Rules. The Contractor shall also arrange for the housing of his workmen outside RCF premises, at his own cost.

The Contractor shall cover their employees under the Group Personal Accident Insurance Scheme. The Contractor shall cover all his employees under Group Gratuity Scheme.

Contractor shall comply with provisions of interstate Migrant Labour Act & prior approval of the competent authority shall be taken before deployment of Interstate Migrant Labour at RCF Site.

All liabilities or Legal aspects of Contractor's labour lies with the Contractor himself.

#### **4B. SAFETY OF WORKERS:** (For Site Job)

Contractor shall take clearance from Safety Officer before start of any job within factory premises and his advise shall be implemented.

Report of every accident minor or major must be immediately submitted to the Chief Safety officer, RCF Chembur by Site Incharge of the Contractor.

Every employee of the Contractor must undergo the safety course conducted by RCF Safety Deptt., as per advise of Chief Safety Officer, RCF, Chembur.

Contractor's workmen must wear safety appliances e.g. Helmet, Gas Masks, Safety Belt etc. while working.

All tools, tackles etc. used by the Contractor shall be in safe working condition and shall be certified by the competent person as per statutory requirements, and any damaged/unsuitable tools & tackles must be removed from the Site.

Contractor shall not undertake any work within the Battery Limits of the Plants, unless proper and valid Safety Permit is obtained.

In case any of the safety provisions are violated, the entry Gate Pass of the concerned Worker/workers shall be suspended and necessary action will be taken.

The Contractor shall abide by all the directives of RCF and statutory bodies regarding Safety of his workmen, equipments etc. issued to him from time to time.

The Contractor shall submit within 15 days from the date of contract the Names, Permanent & Present Address / Age / Qualifications, experience and two Passport size photograph of all employees to be placed at Site to RCF's Personnel Deptt. Any addition to the strength or Workers shall also be intimated to RCF immediately with all details.

#### **4C. PAYMENT OF WAGES** (For Site Jobs)

You shall pay to your Workers as per the minimum Wages Act and Rules and Regulations there under. Contractor will ensure payment of Minimum Wages as applicable or the wage, as applicable is paid to the Workers and will also ensure that the monthly wages are duly witnessed by the representative of the Principal Employer. Contractor, while submitting monthly PF & ESI challans will also give a certification that the Contractor has deposited the payment in respect of PF & ESI contribution in respect of the contract labour engaged at RCF site under reference Work Order. Wages shall be paid by the Contractor to the Workmen directly in the presence of Company's authorized representative as provided in the Contract Labour (Regulation & Abolition) Act 1970 and officials put his initial to witness the payment.

Contractor shall make monthly payment of Wages to contract labour in presence of RCF's authorized representative, on or before 10<sup>th</sup> of every month, during the normal working hours only.

#### **4D. HOUSE KEEPING** :( For Site Job)

Contractor shall clean up the area after completion of his work by removing all unused materials, scaffolding etc. provided by him or RCF. All scrap materials shall be removed to RCF Yard, after weighment and the weighment card shall be submitted to the concerned plant Engineer. Contractor shall remove daily all waste materials and shall not permit debris to accumulate except in area earmarked for this purpose.

#### **4E. SUPERVISION:** (For Site Job)

The Contractor will ensure that the instructions of Site Engineer Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representative indulge in any illegal / unlawful activities or any misconduct, the contract / work order may be terminated without any notice at the risk and cost of the Contractor.

The Contractor shall maintain continuous supervision by qualified and experienced persons on the job. The Contractor's Site Incharge shall be available at Site all the time so that RCF Engineer Incharge may give him necessary instructions / advice.

The Contractor shall prepare and submit a CPM / Bar Chart on the basis of completion time as specified by Engineer Incharge and



clearly indicate completion time of different activities, which will be scrupulously followed.

#### **4F. GATE PASSES:** (For Site Job)

The Contractor shall obtain Gate Passes duly signed by Commandant, CISF, RCF, Chembur or his representative for his Supervisors. For other workmen, the Contractor will have to procure Tokens from CISF after depositing Rs.10/- per token or the rate prevailing at that time. This deposit amount will be refunded after satisfactory completion of the contract and after returning all the tokens in a good condition.

#### **4F1. LOSS OF GATE PASSES / TOKENS:**

Any loss of the gate passes / tokens shall be reported to the RCF police station immediately. A copy of the report from the police station shall be submitted to CISF. In case the lost passes / tokens are not retrieved within a certain period of time, as per the rules, application shall be made to CISF for the issuance of duplicate / fresh passes / tokens. An amount of Rs. 900/- or specified by RCF, as per the prevailing rates, shall be deposited with the accounts section against the issuance of duplicate / fresh passes / tokens. The challan receipt of the deposited amount shall be submitted to CISF, who will issue the necessary passes / tokens.

#### **4G. INCOMING / OUTGOING MATERIALS:**

Contractor shall prepare Challans for all incoming materials (either 'Returnable or Non returnable) belonging to him, including tools and tackles, consumable in triplicate and shall get them endorsed at the materials gate of RCF. One copy of all such challans shall be retained by CISF. One copy shall be deposited by the Contractor with respective Plant Engineer to facilitate the return of such materials after completion of the job.

#### **4G1. SECURITY OF MATERIALS:**

The Contractor shall provide for watch and ward for all materials/equipments issued to him by RCF as well as for his own materials, tools & tackles.

The Contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

#### **4I. INSPECTION:**

The Contractor shall provide free access to RCF Engineers for carrying out the inspection of the job being done at any time and after each stage. However, the inspection by RCF Engineers shall not absolve the Contractor from contractual obligations regarding quality of work, time schedule, performance guarantee etc. under this contract.

All materials supplied and / or used by the Contractor shall be subject to inspection by Engineer Incharge. Any material not meeting specific requirements will be rejected and Contractor shall replace the same immediately with material of specific type and quality.

Contractor's installation procedure shall also be subject to inspection by Engineer Incharge at all times. Any material found to have been damaged or improperly installed shall be removed and reinstalled promptly by the Contractor without any extra cost unless the damage was caused by others.

#### **4J. SCOPE OF SUPPLY:**

Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable, welding electrodes, gas, grinding wheel etc. unless specified otherwise in the enquiry or Work Order. RCF shall not supply anything except Equipment for installation in the plant and drawings for executing specific jobs. Contractor shall also make his own arrangement for carrying the materials from RCF main stores / plant stores / Yard / Workshop etc. to the Site.

If Contractor uses any consumable tools and tackles / equipments of RCF with the consent of Engineer Incharge, appropriate amount shall be deducted from Contractor's bills for the same, unless otherwise stated in the Work Order.

RCF shall supply free of cost electricity, water and steam at one point only. Further extension shall be in the Contractor's scope.

Crane, if required, may be supplied by RCF as mentioned in the enquiry scope of work, subject to availability. However, the requirement of Crane for the particular job shall be decided by RCF. All other lifting tools and tackles are to be arranged by the Contractor.

#### **4J1. ISSUE OF MATERIAL BY RCF:**

All materials shall be issued at RCF's main stores / plant stores / Yard / Workshop etc. and further handling shall be in the scope of the Contractor.

#### **4K. WORK SCHEDULE:**

You shall carry out the work in accordance with the CPM Chart approved by the Plant Incharge and carryout the different activities specified therein within the scheduled time which will be scrupulously followed by Contractor's Supervisor round the clock, if required to complete the job in time.

On receipt of the Work Order, the Contractor shall submit to RCF for approval, a detailed work schedule showing all the activities for completion of the work. The work shall be completed as per this schedule approved by RCF.

#### **4K1. EXTRA WORK:**

In case any extra work more than 10% of the works specified in RCF's order arises, the same shall be done after RCF's approval and issue of Amendment to this effect. Payment for any extra work done without prior approval of RCF, may not be released.

#### **4L. RETURN OF RCF'S MATERIAL:**

When RCF's material is issued to Contractor for repair work, the balance material and the scrap generated from RCF's materials shall be returned to RCF, after completion of the work.

#### **4M. PERFORMANCE GUARANTEE / WARRANTY:**

The Contractor shall give guarantee / warranty for the materials supplied & used and the workmanship for a period of six months from the date of completion of the work as certified by RCF Engineer. The Contractor shall furnish Performance Bank Guarantee for 10% value of the contract and valid for the guarantee period or the Security Deposit will be converted into performance guarantee, as the case may be.

Any defect noticed during the guarantee / warranty period shall be rectified by the Contractor, free of cost.

#### **4N. COMPLETION TIME:**

The completion time shall be as specified in the Scope of Work or as specified in each Job order. If required, the Contractor shall work on round the clock basis to complete the job in time.

The Contractor shall keep adequate number of well experienced and trained staff, as and when required.

Contractor should complete the work as assigned during his contract period.

#### **4O. MUTUALLY AGREED DAMAGES (MAD):**

Time is the essence of this contract and upon failure on Contractor's part to complete the work on or before the scheduled date of completion, the Contractor shall be without prejudice to our rights and remedies on account of such failure, liable to pay a sum equivalent to One Percent of the total work Order value per week or part there of, subject to a maximum of Ten Percent of the total basic value of the work Order.

#### **4P. TERMINATION OF CONTRACT:**

RCF at its sole discretion may terminate the contract in part or in full for its convenience by giving 3 days' notice. Default on the part of Contractor shall be treated as breach of contract, and in that case RCF reserves the right to terminate the contract forthwith and forfeit Earnest Money Deposit and/ or Security Deposit without prejudice to any other rights under the terms of the Contract. RCF also retains the option of debarring the Contractor from participating in future tenders for any desired period.

RCF shall have the right to terminate the Contract, if the Contractor is unable or fails or neglects to execute the work covered by the Contract. Any loss incurred by RCF in this respect will be to the Contractor's Account. RCF will also have the right to get the job done by a third party in part or in full at the risk & cost of the Contractor.

RCF reserves the right to recover such amount due from the Contractor from the bills payable under this contract or any other contract (s).

#### **4Q. RIGHTS FOR CANCELLATION OF CONTRACT:**

RCF Ltd. reserves the right to cancel the contract or any part thereof and shall be entitled to rescind the contract wholly or in part by written letter to the contractor if:

1. The contractor does not adhere to any terms and conditions of contract including general & special terms and conditions. The contractor fails to execute the job in time.
2. The quality of job done is poor.

3. Contractor attempts for any corrupt practices.
4. Contractor becomes bankrupt or goes into liquidation.

#### **4R. NEGOTIATIONS:**

RCF Ltd. may not conduct any negotiation for the tender as far as possible. However RCF reserves the right to conduct negotiations if the condition so warrants.

#### **4S. PAYMENT TERMS :**

In case of a long term contract, only one bill shall be submitted every month along with relevant documents.

You shall get measurement sheet and job completion certificate from RCF Site Engineer. Bills are to be submitted in triplicate with due endorsement from RCF Site Incharge that the job has been completed satisfactorily. Payment of the bills will be made after successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to MES dept along with all necessary documents.

In case of any discrepancy in the invoice, party has to resubmit the corrected invoice to MES Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to MES Dept.

Progressive Payment will be made to the Contractor on the basis of the actual quantity of work executed by them.

No claim for interest or any other compensation shall be entertained in respect of Earnest Money or in respect of any money which may be in RCF's hand owing to any dispute between RCF and Contractor or in respect of any delay on the part of RCF in making interim or final payment.

#### **4T. CONTRACT VALUE:**

The contract value shall be computed as follows:

The total contract value shall be inclusive of all Taxes, Duties, Transport, Octroi etc. and remain firm without any escalation till the entire work under the Contract is completed.

When the contract is awarded on Unit Rate Basis, value of contract mentioned in the Order shall be indicative and payment shall be released depending upon the actual work executed. However, the Unit Rates shall remain firm without any escalation, for the entire period.

#### **4U. VALIDITY OF THE CONTRACT:**

The contract shall be valid for a period of ONE YEAR if not mentioned otherwise

#### **4V. SUB-CONTRACT:**

1. The Contractor shall not subcontract the job or part of it to any other Agency without the written permission of RCF. In case RCF permits to employ a Sub-Contractor if found competent and in the interest of the work, it shall not imply any limitation of Contractor's liability to fulfill the Work Order.

2. All the labour gate-passes issued for carrying out the job inside RCF factory premises shall be issued in the name of the Main contractor on whom the work order has been placed.
  3. RCF shall not be held responsible for any dispute between Main contractor & Sub Contractor.
- witnessed the payment and certified at the end of the entries in the Register monthly.

The Contractor has to ensure that 'Short Inspection Report' as per the Proforma available with RCF and to be submitted to the Personnel Dept., on monthly basis without fail.

#### **5. APPLICABILITY OF TERMS & CONDITIONS:**

In case of contradiction in the specifications, more stringent of them shall prevail. The decision of RCF Engineer shall be final in this regard and binding on the Contractor.

COMPLIANCE OF THE LABOUR LAWS BY THE CONTRACTORS & PROCEDURE TO BE FOLLOWED BY THE CONTRACTORS FOR THE JOBS TO BE CARRIED OUT INSIDE R.C.F. FACTORY, CHEMBUR.

Following documents are to be submitted to the representative of the personnel department during the scheduled period between 20<sup>th</sup> and 30<sup>th</sup> of every month, between 3.00 pm and 5.00pm.

Every Contractor employing 20 or more Workers has to produce the copy of the Labour License and renewal if necessary, regularly.

Muster Roll in Form XVI and Wages Register in Form XVII in respect of the Workers engaged at RCF Site monthly and Wages-cum-Muster Roll in Form XVIII.

The Challan copies of ESI & PF by filling details in the Format available with Personnel Dept. and certification that ESI / PF payment made in respect of RCF Work Order.

Detail of Wages paid, corresponding ESI & PF contribution etc., alongwith the copy of last month Wages Register in support of documents.

Form A-1-cum-Return under the Bombay Labour Welfare Fund Act, 1953.

Copy of Half Yearly Return in Form XXIV, to be submitted not later than 30 days from the closing of half year, i.e. six months starting from 1<sup>st</sup> January and 1<sup>st</sup> July, every year.

In addition to the above, you are also directed to ensure the following:-

The Contractor has to ensure the payment of Minimum Wages as notified from time to time and circulated by Personnel Deptt., or the contractual Wages (under Wage Agreement with the Workers Union, whichever is higher).

The Contractor has to display Statutory Notices at Site Office / Work Place including the abstracts of the Contract Labour (R& A) Act 1970 alongwith the copy of Labour License issued, if applicable and also the details showing the Wages payable/wage period, place and time of disbursement of Wages etc.

The Contractor has to issue Employment Card as well as Wages Slip, a day prior to disbursement of Wages to each Contractor Workman who are engaged at RCF Site.

The Contractor has to ensure the signature/thumb impression of the contract Workmen on the Muster-cum-Wages Register and also ensure that the representative of Principal Employer has

**NOTE:** - All the above mentioned forms / formats related to the labour, shall be collected by the contractor from the Personnel dept. of RCF.

You shall abide by all the Regulations & Conditions stated in the Contract Labour Employment License issued by the Labour Office.

You shall furnish following information to Chief Personnel Manager, RCF, within seven days of the receipt of this Work Order and also furnish other relevant information from time to time as desired:-

- a) Nature of job
- b) No. of Workmen engaged – Male/Female and their Names & address.
- c) Total value of contract.
- d) Period of contract / Date of commencement of job.
- e) Rate of Wages / Wages period & Date of payment.
- f) Your first bill be forwarded only when these details are submitted to Personnel Deptt. Along with the copy of the Work Order.

In case, it is felt that a job is lagging behind the schedule, the contractor have to engage more manpower to complete the job on the scheduled time.

You shall comply with the "Labour Laws and Procedure "as directed in the Annexure-III. Any changes in the above from time to time shall be followed by you as directed by RCF.

In case of non – compliance of the same, RCF reserves the right to withhold the payments and / or take necessary action as deem fit.

#### **6. Right of Acceptance and Rejection of Tender:**

RCF Ltd reserves the right to accept or reject any/all bids without assigning any reasons.

#### **7. Splitting of Work Order:**

RCF Ltd. shall have the right to place order/award the work to one or more contractors/Vendors

#### **8. Splitting of Quantum of Work:**

RCF Ltd. shall have the right to split the quantum of work /purchase and/or combine works/ purchases at its sole discretion.

#### **9. INCOME TAX DEDUCTION:**

Income Tax as per the provision of Income Tax Act shall be deducted from the Contractor's bills and the Certificate of Tax Deducted at Source shall be furnished by RCF.

#### **10. DISPUTES AND ARBITRATION:**

Any technical/non-technical dispute/difference between the parties shall be amicably settled in consultation with Chief Engineer (MES), Trombay Unit. However, in the event of any question, dispute or difference arising under this contract which can not be settled amicably shall be referred to the sole arbitration of a person appointed to be the Arbitrator by CMD, RCF. It will be no objection that the Arbitrator is in service of RCF, that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matter in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD, RCF to appoint another Arbitrator in place of outgoing Arbitrator, in the manner aforesaid. The proceedings of Arbitration shall be under the Arbitration and Conciliation Act 1996 and any Notifications there to. The venue of Arbitration shall be MUMBAI. The work under the contract shall continue during arbitration proceedings unless the matter is such that the work cannot be continued until the decision of arbitration is obtained.

**11. LAW GOVERNING CONTRACTS:**

This contract shall be governed by the laws of the states and of union of India for the time being in force.

**12. JURISDICTION OF COURT:**

The contract shall be deemed to have been entered into at Mumbai and all courses of action in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the Mumbai Court.

**13. FORCE MAJEURE:**

The Force Majeure conditions are as follows:-  
Neither the Contractor nor RCF shall be considered in default in the performance of their obligations as per the contract, so long as such performance is prevented or delayed because of legal strikes, War, Hostilities , Revolution, Civil commotion, Epidemics, accidents, Fire, Cyclone, Flood or because of any Law and Order proclamation, Regulation or Ordinance of Govt. or subdivision thereof or because of any Act of God, provided it shall promptly and in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and the influence on its activities under the contract. The proof of existence of Force Majeure shall be provided by the party claiming it, to the satisfaction of the other.

Should either party be prevented from fulfilling the obligation provided for in the contract by the existence of cause of Force Majeure lasting continuously for a period exceeding two ( 2) months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

(To be submitted on Rs. 500/- non judicial stamp paper)

**Bank Guarantee No.** \_\_\_\_\_ **dated** \_\_\_\_\_

M/s Rashtriya Chemicals & fertilizers Ltd,  
Administrative building,  
Mahul road, Chembur, Mumbai-400 074.

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s \_\_\_\_\_ having its registered/principal office at \_\_\_\_\_ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of Contract / Work Order / Purchase Order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier / contractor, we, \_\_\_\_\_ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We \_\_\_\_\_ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].
2. We, \_\_\_\_\_ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.
3. We \_\_\_\_\_ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.
4. We \_\_\_\_\_ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, **RCF** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of **BANK** & Branch) \_\_\_\_\_.
8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **RCF**.

9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.
10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
11. We, \_\_\_\_\_ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,

For and on behalf of \_\_\_\_\_ . (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

**LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES**

<b>A) Nationalised Banks</b>		<b>12 Nos.</b>
1	Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank)	
2	Bank of India	
3	Bank of Maharashtra	
4	Canara Bank (includes erstwhile Syndicate Bank)	
5	Central Bank of India	
6	Indian Bank include erstwhile Allahabad Bank	
7	Indian Overseas Bank	
8	Punjab & Sind Bank	
9	Punjab National Bank (include erstwhile Oriental Bank of Commerce & United Bank of India)	
10	State Bank of India	
11	UCO Bank	
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)	
<b>B) Other Private Banks</b>		<b>17 Nos.</b>
1	Axis Bank Ltd.	
2	Catholic Syrian Bank Ltd.	
3	City Union Bank Ltd.	
4	HDFC Bank Ltd.	
5	ICICI Bank Ltd.	
6	IDBI Bank Ltd.	
7	Kotak Mahindra Bank Ltd.	
8	South Indian Bank Ltd.	
9	Tamilnad Merchantile Bank Ltd.	
10	Federal Bank Ltd.	
11	Jammu & Kashmir Bank Ltd.	
12	Karnataka Bank Ltd.	
13	Karur Vysya Bank Ltd.	
14	YES Bank	
15	IDFC Bank	
16	Indusind Bank Ltd	
17	RBL Bank Ltd	
<b>C) Foreign Banks</b>		<b>15 Nos.</b>
1	American Express Bank Ltd.	
2	Bank of America National Trust & Saving Association	
3	Bank of Tokyo - Mitsubishi UFJ Ltd.	
4	Barclays Bank PLC	
5	BNP Paribas	

6	Calyon Bank
7	Citibank N.A.
8	Deutsche Bank
9	Development Bank of Singapore (DBS)
10	Hongkong & Shanghai Banking corporation Ltd.
11	JP Morgan Chase Bank
12	Royal Bank of Scotland
13	Standard Chartered Bank
14	Bank of America
15	Emirates Bank NBD
16	Shinhan Bank



<b>VENDOR DATA UPDATION FORM</b>					
Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.					
<b>SN</b>	<b>Title</b>	<b>Sub Titles</b>		<b>Purpose to be used for</b>	
<b>I</b>	<b>NAME</b>	Title (Whether Company / M/s / Mr / Mrs / etc.)			
		Name (As it appears on the Bank Cheque)	*		
		Type (Whether for Purchases or Services)		<b>will be filled by RCF</b>	
		<b>RCF Vendor Code</b> (for existing RCF Vendors)			
		<b>RCF Vendor Code</b> (for new Vendors, RCF will create and fill)	*	<b>will be filled by RCF</b>	
<b>II</b>	<b>ADDRESS</b>	House/ bldg. Number	*		
		Street	*		
		Street			
		City / Postal Code	*		
		District / State	*		
		Country	*		
		Region Code		<b>will be filled by RCF</b>	
<b>III</b>	<b>SUPPLY STATE</b>	District / State	*	<b>To be given, if applicable.</b>	
		Other Region Code		<b>will be filled by RCF</b>	
<b>IV</b>	<b>REGISTRATION NUMBER</b>	Company registration number	*		
<b>V</b>	<b>BIDDER TYPE</b>	India / Foreign	*		
<b>VI</b>	<b>COMPANY DETAILS</b>	Company's Establishment Year	*		
		Company's Nature of Business	*		
		Company's Legal Status: Limited company / Undertaking / Joint venture / Partnership / Others	*		
<b>VII</b>	<b>COMMUNICATION</b>	Contact person	*		
		Telephone incl. ext.		<i>STD Code</i>	<i>Tel No</i>
		Mobile Phone	*		
		Fax		<i>STD Code</i>	<i>Tel No</i>
		Email	*		
		Date Of Birth (DD/MM/YYYY)	*		
		Date Of Birth (DD/MM/YYYY)	*		
		Standard communication method		<b>by email only</b>	
<b>VIII</b>	<b>ACCOUNT CONTROL</b>	If also a RCF's Customer?		Yes / No	
		Group Key		<b>will be filled by RCF</b>	
<b>IX</b>	<b>TAX INFORMATION</b>	Goods and Service Tax Network (GSTN) No.			
		PAN NO.			
<b>X</b>	<b>DETAILS OF BANK</b>	Bank Key		<b>will be filled by RCF</b>	
		Bank Account No. of Vendor	*		
		Name of Bank	*		
		Name of Branch	*		

		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		<b>will be filled by RCF</b>		
<b>XI</b>	<b>REFERENCE DATA</b>	Industry (whether PSU, air force, military, Govt., others)	*			
		Micro / SSI Status (Whether Micro, Small, Medium Enterprise under Micro, Small and Medium Enterprises Development Act, 2006) Ancillary unit	*			
		Proprietor of MSE's is from SC/ ST category	*			
	<b>For new vendors :</b>					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	<b>Enclose a blank Cheque/a photocopy of the Cheque.</b>					
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
4	We hereby authorise RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorise RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				<b>Signature</b>	.....	
					...	
	<b>Place:</b>	Common Seal		<b>Name</b>	.....	
					...	
	<b>Date:</b>			<b>Designation</b>	.....	
					...	

## ANNEXURE-A-I

**THIS TENDER IS NON-SPLITTABLE/ Non Divisible**

### **BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

With reference to the Order of the Ministry of MSME , under the Public Procurement Policy March 2012 , Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

#### **a) Qualifying Criteria for MSEs , SC/ST vendors , WOMEN OWNED MSEs:**

**EMD Exemption:** Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. Exempted bidders should upload a valid certificate issued by approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) viz **Udyam Registration certificate** for EMD exemption.

#### **b) Preference for MSME:**

- i. This Tender is Non Divisible tender, hence if it is observed that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price. The preference for order shall be given according to their ranking after Price bid opening / e-Reverse Auction.**
- ii. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.
- iii. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.

**ii. Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party only.**

Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the GEM Portal or can be obtained from the Office of Dy. General Manager (CC/PHS)/ Dy. General Manager Commercial.

- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.

**Trade Receivables e-Discounting System (TReDS)**

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Rashtriya Chemicals and Fertilizers Limited (RCF) has entered into an association / agreement with following 3 (three) financial institutions :

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

Contact details are given below:

Name of Exchange	Contact Name	Contact No.	Email-id
RXIL	Mandar Hukeri	9819611681	<a href="mailto:mandar.hukeri@rxil.in">mandar.hukeri@rxil.in</a>
A Treds	Ms. Deepa Rath	9980771532	<a href="mailto:Deepa.rath@invoicemart.com">Deepa.rath@invoicemart.com</a> ;
	Mr. Hitesh Popli	9930061225	<a href="mailto:hitesh.popli@invoicemart.com">hitesh.popli@invoicemart.com</a>
M1 Exchange	Jacob Raphael V	7506197628	<a href="mailto:jacob.r@m1xchange.com">jacob.r@m1xchange.com</a>
	Nieshant Nagda	9870337378	<a href="mailto:nishant.nagda@m1xchange.com">nishant.nagda@m1xchange.com</a>

MSME vendors can register on a digital platform which connects MSME sellers and their Buyers to multiple financiers. It enables MSME sellers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

**Benefits to MSME Seller:**

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Seller
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier

**Steps Involved for registration at Platform:**

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents
3. Verification of Documents by individual agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME seller
6. Activation of User ID and Password for MSME seller
7. Issuance of User ID and Password to MSME seller
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the "TReDS Platform" by these platforms for any related queries. RCF will not entertain any queries related to any of these platforms.

Payments to be taken through "TReDS" or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor's decision to place their invoices on "TReDS " Platform or directly taking payments from RCF.

"TReDS " option shall only be given to the MSME vendors and any other vendor "NOT" registered as MSME with RCF, cannot avail this facility.