



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)

**Registered office:** Priyadarshini, Eastern Express Highway, Sion, Mumbai-22.  
**WORKS:** TECHNICAL BUILDING, CHEMBUR, MUMBAI-400 074  
**PHONES:** 022-25522255/2741/3692 Website-www.rcfltd.com, CIN :L24110MH1978GOI020185

**NOTICE INVITING TENDER FOR : " Miscellaneous Electrical jobs of Republic day celebration in RCF colony"**

TENDER NO. :Township (E)/ Republic day -20 -02 DATED: 21 /01/2020

**Important Dates**

Last Date & Time of Submission of e-Tender : 21.01.2020 up to 12.30 P.M

**Website for Online bid Submission:** <https://eprocure.gov.in>

**KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.**

**Note : This is a limited tender, tender call was sent to parties pre - qualified to similar jobs with township ( E ) department.**

**Contacts:**

1. RCF Helpline Number: 022-25522760 (10.00 a.m. to 5.00 p.m.)
2. Mr. HD Chumber (Tel:+91 22 2552 2255), e-mail: [hdchumber@rcfltd.com](mailto:hdchumber@rcfltd.com)
3. Mr. Shaheer. A.P (Tel:+91 22 2552 2741), e-mail: [apshaheer@rcfltd.com](mailto:apshaheer@rcfltd.com)

**THIS TENDER DOCUMENT CONTAINS:**

Sr. No.	Documents	Item details	Pages
1	NIT	Instruction For Bidders	3-4
2	ANNEX – I	Format – Process Compliance	5
4	ANNEX – II	Format – Terms & Conditions	6-7
5	ANNEX – III	GST Tax Compliance	8-9
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1.02 **EARNEST MONEY DEPOSIT (EMD):** N.A

1.03 **E-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from our website [www.rcfltd.com](http://www.rcfltd.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). Online Bids are to be submitted on website [www.eprocure.gov.in](http://www.eprocure.gov.in).

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer [bidder's manual kit](#) available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Center (022-2552 3177) for registration and bid submission procedures.

It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.**

The bids shall be uploaded in **single Bid System** in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

**Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details shall results into rejection of your offer and no communication shall be done for submission of documents.**

**NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN THIS ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER**

**A. Bids should be submitted as per following instructions only:**

**Packet:1:** Scanned copy of Process compliance statement **Annexure I** printed on bidders letter head

**Packet :2:** Scanned copy of dully filled Terms and Conditions **Annexure II**

**Packet :3:** Scanned copy of dully signed scope of work **Annexure IV**

**PRICED BID**

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

Kindly quote your offer on blank fields in uploaded BOQ sheet. **Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.**

**B. OTHER IMPORTANT DOCUMENTS :**

Documents required for verification of details submitted in Prequalification Criteria (Annex-II) to be submitted in your 'My Space' option as per instructions given below. Bidders can take help from RCF's **e-Procurement Helpdesk** in uploading of documents.

1. **Banker Details:** Scanned copy of dully filled 'Banker Details' form & scanned cheque to be uploaded in 'Banker Details' folder of My Space documents, this information is essential for payment transactions.
2. **Miscellaneous Docs:** Please submit scanned copy of 'PAN Card, GST Registration Certificate & Company Registration Certificate as applicable. Please upload each scanned certificate in respective folder under 'Certificate details' of My Space Documents.
- 1.04 **Bid Validity:** The bid should be valid for a period of 120 **days (One hundred twenty Days only)** from the date of opening of the tender. **Offers with less bid validity shall be rejected outright.**
- 1.05 **Taxes & Duties:** Rates to be mentioned in the BOQ are excluding of GST. The Contractor shall submit the tax invoice/ Bill showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules.  
**Statutory Variation Clause:** Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractors account.
- 1.06 **Payment Term:** The Contractor shall be entitled to be paid running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantity of the work order. Net payable amount shall be released within 30 days from the date of submission of the bill to the engineer. **Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only. Advance payment term is not acceptable and will lead to rejection of offer.**
- 1.07 **Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only. Advance payment term is not acceptable and will lead to rejection of offer.**

### **INSTRUCTION FOR PRICE BID – (BOQ) SUBMISSION**

**Please read following instructions before filling & submission of BOQ sheet.**

1. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
2. **Kindly fill data in fields of 'BOQ Sheet' as per following Instruction only:**
  - Bidders Name:** Kindly put complete name of bidding firm/company
  - Basic Price:** Kindly put the 'Basic rate per unit' e.g. Rs. 500 per Item in white cell in front of each item.
  - Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. The Contractor shall submit the tax invoice/ Bill showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules.

**Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).**
3. **For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender document.**

**Process Compliance Form**

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-I)

To

**M/s. RCF Ltd.**

**Attention:**

***Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering.***

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.: Township (E)/ Republic day -20-02      DATED:      **14/01/2020.**

- 1) The undersigned is authorized representative of the company/organization.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
- 7) We agree and confirm that we have read, understood and accept the special instruction to the contractors/bidders for the e-submission of bid online through this e Procurement portal of CPPP as displayed under help for Contractors.
- 8) We accept the Integrity pact as given in tender documents (if applicable).
- 9) We do authorize RCF Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 10) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:.

Mobile no.

**TERMS & CONDITIONS**

<b>( KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-2 )</b>		
<b>BIDDER'S NAME:</b>		
<b>NOTE:</b> Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.		
<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put √ in front of your confirmation)
1	<b>Payment Term:</b> <b>Payment Terms:</b> The Contractor shall be entitled to running bill on the basis of the actual work executed at the rates mentioned in the bill of quantity of the work order. Net payable amount shall be released within 30 days from the date of Certification of the bill by the engineer. <b>Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only. Advance payment term is not acceptable and will lead to rejection of offer.</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	<b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	<b>STATUTORY VARIATIONS:</b> Any variation in statutory levies/taxes within the contractual period shall be to RCF's account & beyond contractual period, upward variation shall be to Supplier's account.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	<b>Penalty for delay in bill submission-</b> The bill with supporting documents must be submitted within 30 days from the date of material supply/ completion of commissioning job after getting statutory approval. In case of delay in submission of bills beyond 30 days, contractor 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
5	Whether the party is registered under micro/small/medium enterprises act 2006 (please furnish the proof)	<input type="checkbox"/> Yes <input type="checkbox"/> NO
6	Compliance to G.S.T clauses as mentioned in Annexure – III	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	Agreement to Disciplinary measures mentioned in Annexure - V	<b>Mandatory</b>

8	Agreement to G.T.C as mentioned in Annexure -VI	<div><input type="checkbox"/> Agreed</div> <div><input type="checkbox"/> Disagreed</div>		
9	RCF being ISO 9001, 14001, 18001 certified company, all the required relevant safety rules, norms, procedure shall be followed strictly. All workmen shall use PPEs like shoes, gloves, helmets, safety belts etc. & shall be arranged by the Contractor	Mandatory		
10	As mandated by Electricity regulation act 1999 as amended, party shall submit work completion certificate as attached in ANNEXURE –VIII. Same shall be submitted by evening of 25/01/2019.	Mandatory		
13	<b>Taxes &amp; Duties</b> <b>Please mention in taxes/ duties. If nothing is mentioned it will be assumed that quoted rates are inclusive of all taxes and duties.</b>			
	Sr. No.	Job Description	SAC/HSN Code	Applicable Tax
	1	Miscellaneous electrical jobs of Republic day celebration.		<u><a href="#">GST@.....%</a></u>

### **ANNEXURE- III**

#### **Terms and Conditions related to GST & Tax Compliance Clauses**

**As Goods and Service Tax is implemented from 01.07.2017, bidders may furnish the following details in their bid:**

1. GST Registration Number (15 digit GSTIN). In case you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to RCF.

GST registration number:	
Name Of Company	
Registered address of company:	

2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.

3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of ₹ 20 lacs (₹ 10 lacs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.

4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF indicating their GST registration no.

5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure III).

6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure III).

#### **Tax Compliance Clauses**

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.+
2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
3. 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 RCF Ltd., as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.



6. In case GST credit is delayed/ denied to RCF 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 RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.
7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
8. RCF Ltd., 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 above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract
9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
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 Provisions.
11. Anti-profiteering → Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
12. Anti-profiteering / Re-negotiation → As far as the un-executed portion, as on 30th June, 2017, of the Contract is concerned, it is lawful for the Company to renegotiate the compensation payable for the balance part of the contract and the Vendor/Supplier/Contractor is under an obligation to pass on the benefit arising, either directly or indirectly, out of implementation of GST.
13. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
14. 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 RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF 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 RCF.
15. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch /7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

## SCOPE OF WORK

Sl.No	Description of Material	U/M	Qty
1	S & I of 100W LED flood light in various location RCF sports complex and surrounding area. Make : Polycab/ wipro/pride/Havells / CG	No	12
2	Supply and laying of 3C X 2.5 sqmm of TRS copper cable of reputed makes like finolex, polycab only . Connecting the same to source and load. Note cable to be laid on walls with proper clamping on walls in open Gym Area (Permanent laying) and on ground. Cable laid shall be clamped properly with suitable clamps	M	500
3	Installation of LED flood light (100 to 120 W ) on hiring basis.(Up to 20 on 24/01/20120 to 25/01/2020 and 25 on 26/01/ 2020 . Fittings to be fixed in various stalls in the ground and in pandal for republic day. All wires and cable required in party scope.	No	65
4	Hiring of DG with the rating of 62 KVA or more ( 8 hr-shift). DG shall able provide up to an output of minimum 40 KVA load. DG shall be of Van mounted and with acoustic enclosure. Diesel required, operator, other manpower and any any permission required etc shall be in party scope. Connection to various boards and lights supplied shall be in party scope.	Shift	3
5	S & I of 5 A plug top of mentioned make :	No	10
6	S & I of 5 A plug top of mentioned make :	No	10
7	Supply and installation of wooden board of size 10" X 12" with 25A, 30mA RCCB, two 15/5A plug point (or combination) and 3 numbers 5A plug points with complete connections. Connecting wires shall be of proper colour code. (One plug top of 15A and 5A shall be supplied along with the board. Connection of copper cable mentioned in item no 2 /5 shall be done by party, no extra payment will be made for the same.	No	4
8	Replacement of faulty RCBO on wooden board with new 32/42 A, 30mA RCBO. RCBO shall be of reputed make as mentioned.	No	4
9	Laying or removal of XLPE / PVC cable up to 70 sqmm on ground (for republic day program and also for evening programs scheduled from 24/01/2020 to 26/01/2020	M	400
10	Termination of above cable (Up to 70 sqmm) with suitable lugs (Bottom lug / normal lug) & gland-with installation of provided ICTPN.	No	12
11	Supply of skilled Technician having wiring license for preventive maintenance and other miscellaneous jobs. Party shall deploy technician from 23.08.2019 to 26.08.2018 in general shift (2 per day). 1 person per day on 2nd shift from 24/01/2020-to 26/01/2019	Shift (8hr)	11
12	Supply of un skilled helper for preventive maintenance. Party shall deploy from 23.08.2019 to 26.08.2018 in general shift (2 per day). 1 person per day on 2nd shift from 24/01/2020-to 26/01/2019 . In addition to said requirement, party may deploy up to another 4 as per requirement.	Shift (8hr)	15

13	Transportation arrangement for cable and other electrical materials (Electrical switch boards) required from cable yard / township office to sport complex on 25/01/2019 and from sports complex to township office / cable yard on same day.	Lump sum	1
14	Supply, installation and commissioning of FN type 63A SFU of L & T with knob. SFU shall be with required no of fuses. Material required and all other extra job required will be in party scope. (Replacing of ICTPN / Sheet Metal SFU or equivalent etc shall also be in party scope)	No	8
15	Supply & Fixing Ceiling Rose / Square box	No	30
16	Removal Of ICTPN 125 A Box/capacitor box by opening of gland, cable etc	No	8
17	Dressing job (By suitable clamp or by suitable casing capping.	M	200
18	Unwanted cable removal (Area in and around sports complex)	M	75

**Make : 1. Switch ,socket : L&T, Havels , Anchor, Legrand ..**

**2. Plug-Top : L&T, Havels , Anchor, Legrand .**

**3. Cable : Polycab, Finolex, V-guard**

**4. RCCB / RCBO : L&T, Havels, Anhor, Legrand, Hager, Indoasian, Simens**

**Note :**

1. Party has to complete all jobs (related to republic day) by the evening of 25.01.2020
2. After program jobs like dis connection, removal of cables and submission of the same to department is in contractor scope.
3. Contractor must pay minimum wages to his employees.

**Party shall ensure minimum wage to labors engaged in jobs mentioned in sl.No : 11 & 12. In case of any non-compliance to minimum wage act, same will be reported to concerned statutory authorities.**

**DISCIPLINARY MEASURES**

**Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.**

**Definitions:**

A.1 “Fraud” is a wilful act or omission, intentionally committed by an individual either acting independently or in group(s) - by deception, connivance, suppression, cheating or any other fraudulent or illegal means, thereby, causing wrongful gains to self or any other individual and / or wrongful loss to others. This also includes abetment of any act mentioned above. Many a times such acts are undertaken with a view to deceive / mislead others, leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.

A.2 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Moral turpitude” means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to a society in general.

A.6 “Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licenser” shall mean and include but not limited to a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc is herein referred as “**Agency**”

A.7 “Company/Organization/Employer/Purchaser” is herein referred as “**RCF Ltd**”.

**1.0) HOLIDAY LISTING OF AN AGENCY: -**

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by RCF Ltd: -

- a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.
- b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.
- c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be

exercised by RCF Ltd. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, RCF Ltd can also De-list the Agency in addition to Holiday. In the mean- time, further tenders will not be issued to such an Agency. Offer of such an Agency shall not be considered in RCF tenders.

## **2.0) DELISTING OF AN AGENCY: -**

Necessity may arise for deletion of the name of an approved Agency for a number of reasons. Some of which could be:

- a) Fall in credit rating of the Agency.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Agency.
- d) Splitting/merger/closure/ change in constitution of the Agency.
- e) Directive of Board/ Govt. Financial institution/ Court.

Period of De-listing shall be for a minimum period of one year. How-ever RCF Ltd at its discretion can delist the Agency for a maximum period of five years. Name of the De-listed Agency will be displayed on company website and will be on De-listed list in all units of the company. In the mean-time, further tenders will not be issued to such an Agency.

## **3.0) BLACKLISTING OF AN AGENCY: -**

An Agency may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of cartel, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Agency continuously refuses to pay Company's dues without showing adequate reasons or
- c) Agency (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the Company is envisaged.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Agency should not be Blacklisted will be sent to the Agency. The notice will specify clearly the grounds for considering the Agency for blacklisting and one weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for blacklisting shall be taken by the company without any further notice. Period of blacklisting will be minimum for five years.

In case if an Agency is registered for more than one item of supply /work, the decision regarding blacklisting would apply to all the items of supply /works /units of the company.

All the running contracts/other works with the Agency will be terminated immediately after blacklisting. Name of the blacklisted Agency will be displayed on Company website in all units of the company. No further tenders shall be issued to such an Agency.

In-case the Agency is put on Holiday list or on blacklist or gets delisted, EMD and SD, if any, submitted by the Agency shall stand forfeited. EMD/SD/PBG/available balance of other contracts of the same Agency shall also be considered for forfeiture, for the recovery towards any risk and cost amount, if applicable.

### **Note:**

1. Agency shall note that all the points mentioned or stated above under Clause 1.0, 2.0 and 3.0 are only illustrative and not exhaustive. This does not prevent RCF Ltd from taking action against Agency for any other act that may not have been mentioned or stated above but the same falls under the gamut of fraudulent activity and considered as such by RCF Ltd.
2. If it is observed during bidding process / bid evaluation stage or during execution of contract or after execution of contract but during defect liability period that the Agency has indulged in corrupt/fraudulent/collusive/coercive practices, the Agency shall be banned for future business dealings with RCF Ltd for a period specified in the above referred clauses and the EMD/SD/PBG as the case may be, submitted by the Agency stands forfeited.
3. In case if an Agency has been put on holiday list or on blacklist or has got delisted in any other PSU or by Govt. Of India, offer of such an Agency shall not be considered in RCF tenders.

**GENERAL TERMS & CONDITIONS:  
Duly signed & stamped copy to be submitted in Packet-7**

**1. DEFINITIONS:**

The terms repeatedly used in the enquiry, Work Order and elsewhere during the finalization 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. Contractors 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: N.A**

**3. RELEASE OF SECURITY DEPOSIT: N.A**

.



#### **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 advice 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 Dept.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 Dept. 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 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 month 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. LIQUIDATED DAMAGES:**

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:**

As mentioned earlier.

**4T. CONTRACT VALUE:**

The contract value shall be computed as follows:

The total contract value shall be inclusive of all Taxes, Duties, Transport, and 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:**

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.

**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., along with 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 Dept., 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 along with 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 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.

**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 Dept. 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.

**Benefits to Micro and Small Enterprises :**

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 :**

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :
  - National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission(KVIC)
  - Khadi and Village Industries Board(KVIB)
  - Directorate of Handicrafts and Handloom
- ii. SC/ST owned enterprises ( i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
  - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1<sup>st</sup> Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
  - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
  - Revenue Officer not below the rank of Tehsildar
  - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. 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.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

**(b) Purchase Preference for MSE :**

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements , this 4% sub-target shall be met by other participating MSEs . The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them.

Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs .  
In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders.

C.M ( E )  
Township Electrical Department

### **WORK COMPLETION CERTIFICATE**

This is to certify that the following apparatus or electric supply lines are placed in position, properly joined, duly completed and tested and ready for inspection/energisation:

<b>1. Name of the Installations</b>	
<b>2. Name of the Owner</b>	
<b>3. Details of the Equipment/apparatus</b>	
<b>4. Details of the Tests Conducted</b>	
<b>5. Name &amp; License Details of the Electrical Contractor</b>	
<b>6. Name &amp; License Details of the Electrical Supervisor</b>	

The above work has been done as per the provisions of Central Electricity Authority (Measures Relating to Safety and Electric Supply), Regulations, 2010 made under section 53 of the Electricity Act 2003 and is carried out by the Licensed Electrical Contractor under the direct supervision of a person holding a Certificate of Competency and by the persons holding Work Permit.

**Signature of Electrical Contractor**

**Signature of Owner**