

RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(Government of India Undertaking)
CIN NO.: L24110MH1978GOI020185
Konkan Area Office
Administrative Building, 1st Floor, Room No. 126/127,
Mahul Road, Chembur, Mumbai – 400074.
Tel.25546628/ 25548300
Email: konkanrcf@gmail.com

Notice Inviting Tender (NIT)
for Offering Qualified Support
Services

Offering Qualified Support Services (Back office Assistance) (Semi-skilled)
for Raigad District Office at Alibag.

Tender No.: Mktg./QSS/Raigad/2023-24

Important Dates

- Pre-Bid Meeting date (if required) : 01.01.24 at 03 00 pm.
Venue of pre-bid meeting : Konkan Area Office
1. **Website for Online bid Submission: <https://gem.gov.in>**
 2. **Kindly note that only online bid will be considered against this tender.**
 3. **No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected.**

For any queries and help please contact:

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All bidders require GEM registration to participate in the bid. Bidders should get registered as “Seller” at <https://www.gem.gov.in>. The bids shall be uploaded in Two Bid System through GEM portal on www.gem.gov.in website. In the event of non-acceptance to all terms and conditions, all clauses of NIT, annexures, scope of work etc. of tender document, an offer is liable for rejection. **GeM Service charges are borne by the bidder. Gem Service charges are as per the terms and conditions of customer service registration with GeM and Bidder.**

Bidders shall ensure that all documents related to pre-qualification (technical or commercial) are submitted at the first instance along with the original bids. However, RCF Ltd. may ask for the shortfall documents/clarifications to be submitted within the stipulated time from the bidders.

Tenders are invited from experienced and reputed firms in the field of supplying Qualified Support Services to large establishments. The profile of the bidder ought to be a well-established firm with a team of experienced staff etc. The

bidder should have proven track record to undertake works of similar type and magnitude. The applicants should have proven experience in supplying Qualified Support Services to large establishments. (eg. reputed private, public organizations, firms etc.)

The bidders shall be required to submit their offers in 2 separate parts- **(1) 'Technical & Un-priced Commercial Bid'** and **(2) 'Price Bid'**.

The **Part-1 of Techno-Commercial Bid**: i.e. **Un-Priced Bid** shall be opened as per the date and time mentioned in the NIT and scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.

The offer which meets the NIT requirements, technically (including pre-qualification criteria) & commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.

The **Part-2 i.e. Price bids** shall be opened of participants who fulfill the pre-qualification criteria and techno-commercial requirement of NIT. The offers will be evaluated as per the price bid evaluation criteria mentioned in NIT. Please read instructions given below before submission of Price Bid i.e. Price bid evaluation criteria in NIT.

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1. Introduction:

Rashtriya Chemicals & Fertilizers Ltd. (A Govt. of India Undertaking) having its registered office at “Priyadarshini” Eastern Express Highway, Mumbai-400 022, is inviting quotations for Offering Qualified Support Services of (Back office Assistance) under **Semi-skilled** category for its Raigad dist office at Alibag.

Address: **RCF Ltd., S&D Marketing Office, At & Post – Thal, Near Kanta Gate, Taluka –Alibag, Raigad-402207.**

Bids are invited from experienced and reputed firms have proven track record to undertake works (i.e. Supplying Qualified Support Services) of similar type and magnitude in the field of supplying Qualified Support Services to large establishments (eg. reputed private, public organizations, firms etc.). The profile of the bidder ought to be a well-established firm with a team of experienced staff etc.

The Bidder shall bear all the costs associated with the preparation and submission of the Bid and RCF LTD. will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding Process.

RCF LTD. reserves the right to accept or reject any or all the bids received at its absolute discretion without assigning any reason whatsoever.

2. Definition:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- 2.1 “RCF Ltd.”/Company shall mean the Rashtriya Chemicals & Fertilizers Ltd. having its Marketing office at **Konkan Area Office, Administrative Building, 1st Floor, Room No. 126/127, Mahul Road, Chembur, Mumbai – 400074.**
- 2.2 “NIT” shall mean and include the present document titled “Notice Inviting Tender” for Offering Qualified Support Services for marketing office at Alibag, Dist. Raigad and such other supplements and schedules which may be issued in connection with it.
- 2.3 “Contractor” shall mean the persons; firm or company who enters into an agreement with RCF LTD. for execution of works covered under this NIT and shall include their executors, administrators, successors, permitted assigns and legal heirs.

3. Scope Of Work :

A) Name of service: Back office Assistance

B) Category of service: Semi-skilled

C) Number of persons required:- 1

D) Services required at Location: Raigad **District office at Alibag.**

Address: **RCF Ltd., S&D Marketing Office, At & Post – Thal, Near Kanta Gate, Taluka –Alibag, Raigad-402207.**

E) Nature of Job: - Attending various typing works, computer works, documentation, taking dictations, printing of documents, scanning and photo copying of documents, assistant in day to day jobs, other clerical works assigned by the superior authority. The scope of work would cover daily operation and all routine/specialized services in marketing area /state office departments of RCF ltd. as required from time to time by the concerned RCF Officers.

4. Prequalification Criteria [P.Q.C]:

Applicants should fulfill following prequalification criteria and should provide detailed information with supporting documents towards the following.

Sr. No.	Description	Documents to be submitted	
1	EMD: Value Rs. Nil	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-1.	
2	Declaration regarding supply of services and quotation of rates	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-2 on tender’s letterhead.	
3	Bid abstract sheet	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-3.	
4	1 One similar completed work of Value: Nil		
	2 Two similar completed work of Value: Nil		
	3 Three similar completed work Value: Nil		
	List of works done in field of supplying qualified support services (manpower) or similar works having minimum 1-year experience.		
	SN	Work order no. and date	Work order value incl. of taxes
	Name of client		
5	Average annual financial turnover during last 3 years: Rs. Nil	Scanned copy of Average Annual Certified / Audited financial Turnover Certificate during last three years ending 31st March of the previous year(certified by Chartered Accountant)	
6	Bank solvency certificate of minimum value : Rs Nil Details of Bank Solvency issued : Name of Bank : Certificate date: Solvency Value: The Solvency certificate should be issued by the Bank within one year from the scheduled date of	Scanned copy of Bank Solvency certificate. OR Financing/credit limits from bank(valid as on date of submission of offer) OR Credit rating certificate from reputed institution such as CRISIL, ICRA etc. (valid as on date of submission of offer)	

	submission of Tender. OR Financing/credit limits from bank(valid as on date of submission of offer) OR Credit rating certificate from reputed institution such as CRISIL, ICRA etc(valid as on date of submission of offer)	
7	ESI registration no.:-----	Scanned copy of ESI registration certificate to be submitted.
8	Provident Fund registration no.: -----	Scanned copy of Provident fund registration certificate to be submitted.
9	GST Registration no.:----- ----- or Indemnity bond on Rs. 500/- stamp paper in absence of GST registration no.	Scanned copy of GST registration certificate to be submitted or Indemnity bond on Rs. 500/- stamp paper in absence of GST registration no.
10	Latest IT return acknowledgement for financial year: XXXX-XXXX	Scanned copy of latest IT return acknowledgement for financial year: XXXX-XXXX
11	Maharashtra state labour welfare fund registration no.:----- ----- ,if applicable	Scanned copy of Maharashtra state labour welfare fund registration certificate.
12	Integrity Pact, if applicable.	Scanned copy of Integrity pact duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-11
13	MSE Registration Number:----- ---, if applicable	Scanned copy of MSE registration certificate to be submitted.
14	Agency/firm registration certificate	Scanned copy of Agency/firm registration certificate
15	Audited P&L account and balance sheet for latest preceding financial year	Scanned copy of audited P&L account and balance sheet for latest preceding financial year
16	Valid Labour license no.:-----,if applicable.	Scanned copy of valid labour license.
17	PAN:-----	Scanned Copy of PAN registration certificate.

18	Bidder's information: Name of bidder:----- Address of bidder firm:----- ----- ----- Email ID of firm: Tel. No.: Mobile No.: Name of person responsible for execution of contract:-----	Scanned copy of authorization letter in the name of person responsible for execution of contract.
19	NIT	Scanned copy of NIT (all pages)duly signed and sealed by the tenderer as a token of acceptance of all terms and conditions of NIT.
20	Prequalification Criteria	Signed and sealed copy of Annexure-4.

5. Price-Bid (Financial Bid)-BOQ:

Price Bid/Financial Bid is to be submitted online on GEM Portal mandatorily.

The quoted rate shall be inclusive of profit margins/service charges, transaction charges and all applicable taxes and GST @ 18% or as applicable. Bidder who quotes the service charge which is less than 3.85% (i.e profit margin/service charge of 3% on total of monthly wages payable as mentioned in the NIT along-with transaction charges and all other charges inclusive of GST @18%) shall be treated as unresponsive/unviable and will not be considered and rejected for further evaluation.

Decimals shall be put up to 2 places only and the third decimal shall be rounded off upward or downward as the case may be.

Price Bid break-up sheet i.e (Annexure – 10) given with tender is to be uploaded after filling all relevant information in price break up format separately. The price break up sheet should be strictly uploaded separately as per the format available with the tender, failing which the offer is liable for rejection (renaming or changing format of price break-up sheet (excel file) will not be accepted). The quoted rate should be inclusive of total monthly minimum wages payable as mentioned in NIT, profit margin/Service Charges on total monthly minimum wages payable, any other taxes/duties etc. and inclusive of GST for 24 months. The price quoted by the bidder should remain firm during the entire contract period of the contract and shall not be subject to variation on any account except statutory allowances and taxes as applicable from time to time. The bid submitted with a variation clause will be treated as non-responsive and may get rejected.

Please note that lowest bidder (L1) will be decided on overall lowest quoted price. Vendor should quote percentage service charge inclusive of transaction charges and all other charges inclusive of GST @18% and upload price break up sheet separately. Duly filled-in and signed Price-break-up sheet should be uploaded in the financial bid only. Offers indicating rates/price break-up anywhere else (scanned documents as per prequalification criteria in Technical bid) shall be liable for rejection.

The format of the Price Bid Sheet (to be uploaded only in Financial Bid) in excel format is given at Annexure-10.

6. Bid Validity:

The rates quoted in the tender are to hold good for a period of 75 days from the date of opening of the tenders and if the contract is awarded, the same rates will be valid for the entire period of contract. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the earnest money deposit (EMD) shall be forfeited by the company. Offers with less bid validity shall be rejected outright.

7. Evaluation Of Valid Bids:

Technical bid shall be opened first and bidders satisfying prequalification Criteria shall be further considered for Price Bid Evaluation.

8. Price Bid Evaluation Criteria:

The evaluation of the L-1 (Lowest Bid) offer shall be on lowest value for the service i.e Grand total value of the bid.

Bidder who quotes the service charge (inclusive of transaction charges and all other charges with GST @ 18%) less than 3.85 % shall be treated as unresponsive/unviable and will not be considered (rejected) for further evaluation.

Decimals shall be put up to 2 places only and the third decimal shall be rounded off upward or downward as the case may be.

- i. In case of tender on GeM portal, the final L-1 bidder is decided through Algorithm / Random selection run by Gem system.

9. Basis Of Award Of Contract:

The evaluation of the L-1 (Lowest Bid) offer shall be on lowest value for the service i.e Grand total value of the bid.

10. Payment Term:

Generally payment shall be made on monthly basis within 7 working days after submission of bills with necessary enclosures of making payment to its outsourced employees by the contractor. The contractor should ensure that payment to its staff deployed at RCF is made on or before 4th of every month, without linking to payment receivable from RCF.

The payment shall only be released on confirmation of disbursement of all the monthly payments to its staff deployed at RCF on or before 4th of every month through direct transfer to their respective bank accounts.

All payments will be made on reimbursement basis and no advance shall be paid to the agency. The contractor will have to enclose the following documents along with the invoice.

i) Acknowledgement of receipt of wages by employees duly indicating the earnings, statutory deductions towards PF and ESI etc. applicable as per minimum wages act.

ii) Copies of PF challan payment confirmation.

iii) Copies of deposit challans of PF, ESI, GST or any other taxes levied by the Government of previous month. RCF may ask the contractor for producing the originals of any document for verification.

iv) Bank statement showing debits from Contractor's bank account towards payment of wages to its outsourced employees deployed at RCF.

Monthly payment will be made to the contractor after ensuring the statutory compliance towards payment of applicable minimum wages, PF, ESIC, Bonus, Labour welfare fund, GST amount etc. in stipulated time.

11. Tax Liability:

The contractor shall be liable to pay all taxes, duties, royalties, statutory payments/contributions to be paid and / or on behalf of the manpower supplied by him. 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. Presently GST is 18%.

12. Statutory Tax Variation Clause:

Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractor's account.

13. Splitting Of Contract:

Contract is not divisible as required man power (Back office Assistant) under Semi-skilled category is 1.

However, MSE guidelines as per GEM service level agreement (SLA) will be applicable.

14. Security Deposit (SD):

Upon the Company's intimation of acceptance of tender, the successful tenderer shall within stipulated date mentioned in the work order, deposit with RCF Ltd, interest free Security Deposit for due and faithful performance of the contract either by Demand Draft payable at _____ or in the form of Bank Guarantee from one of the banks approved by the company as per list attached in the proforma prescribed by the Company. The earnest money deposit shall be forfeited in case the above cited Security Deposit is not furnished to company within 14 days from the date of intimation of the acceptance of offer /issue of letter of intent. The Amount of Security Deposit will be calculated @ 10% of contract value. The Security Deposit furnished by the contractor shall not carry any interest. Validity of SD/BG will be for entire Contract period plus 3 months claim period. Bank Guarantee of less validity period than specified will not be accepted. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached Annexure -6.

15. Period Of Contract:

The period of contract is 24 (Twenty-Four) months. However, RCF reserves the right to terminate the contract, without assigning any reasons thereof, by giving 7 (Seven) days' notice.

It is further agreed that the Company may forfeit the Security Deposit on refusal/failures of the contractor to work promised herein above.

16. Penalty:

Penalty for poor quality of work.	Rs. 1000/- per incidence.
Penalty for non-completion of work as per requirement.	Rs. 1000/- per incidence.
Penalty for short deployment/ manpower.	Deduction of Rs. 700.00 per absent workman per day.
If any theft case occurred by contractor's employee.	Penalty Rs. 5000/ per case.

17. Termination Of Contract:

RCF at its sole discretion may terminate the contract in part or in full for its convenience by giving 30 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 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).

18. Disputes And Arbitration:

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the proceedings conducted under the arbitration. In case the party (Parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

In the event of any dispute or difference relating to the interpretation and application of the provisions of Civil Contract(s) between Central Public Sector Enterprises (CPSEs/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.5.2018.

19. 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.

20. 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.

STANDARD TERMS & CONDITIONS

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 bonus able 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.
5. As Principal Employer, RCF shall reimburse all statutory increases including VDA underlabour 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.
6. 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.
 - a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
 - b) Proforma of declaration/Undertaking
 - c) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
 - d) Proforma of details to be submitted while engagement/ entry level permission to HR.
 - e) 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 (26th January, 15th August and 2nd 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 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.

- a) Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.
- b) The contractor should settle all their legal dues including Gratuity, if applicable and No Dues Certificate to be produced from the workers engaged.
- c) 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 need to be submitted to Principal Employer for record.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

- h) 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.
- i) 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.

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 15th day of Month P.F. Contribution of both shares (Employers/ Employees) @ 12% each of wages disbursed along with the necessary Administrative Charges. The present contribution rates are as under:

ACCOUNT NO.	EMPLOYER'S SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	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	13 %		12%	
TOTAL			25 %	

Receipt copies of the challans should be submitted by contractor to the HR Dept. every month before 25th 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 APPLICABLE FOR MAHARASHTRA STATE AND FOR OTHERS, APPLICABLE AS PER RESPECTIVE STATES.

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 along-with 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 along-with 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, PF 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.

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 7th of every month.

11.4 WEEKLY OFF

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS

Three National Holidays viz. 1. 26th January 2. 15th August 3. 2nd October 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 along with 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 along with Undertaking, Indemnity Bond, Affidavit & monthly all such documents of ESI & PF and a copy of Labour License 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 along-with 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 be 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. SECURITY DEPOSIT

The successful bidder has to submit 10% security deposit of annual contract value in the form of security deposit or Bank guarantee

19. RELEASE OF SECURITY DEPOSIT

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

20. 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.

21. 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.

22. CONTRACT PERIOD

The contract will be awarded for the period of TWO years.

23. 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.

24. 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.

25. 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.

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

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

28. 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.

29. 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.

30. 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

Duly Signed, sealed with UTR No. to be uploaded in PACKET No.1

EARNEST MONEY DEPOSIT (EMD) :Rs. Nil (Rupees : NIL)

E.M.D. –Scanned copy of EMD submitted to be uploaded in Packet – No. 1

RTGS/NEFT: EMD to be deposited in RCF's account through RTGS/NEFT and details of this transaction with **UTR number** to be submitted along with technical bid for verification. Bank details for payment of EMD by RTGS/NEFT are as follows :

(I) Beneficiary Name : Rashtriya Chemicals & Fertilizers Limited

Name of Bank : SBI MAHUL ROAD

Branch : MAHUL ROAD

Branch Code : 00564

IFSC Code : SBIN0000564

A/c No. : 00000030497669856

☐ **BANK & BRANCH NAME** _____

☐ **NEFT /UTR No** _____

Date of NEFT/UTR _____

OR

☐ **Upload the Valid NSIC CERTIFICATE or MSME with UDYAM Registration No. (UAM No.) -for exemption of EMD.**

Earnest Money shall not be accepted in any form other than specified above and tenders not accompanied by earnest money as above, are liable to be rejected.

1. Please Submit/upload the RTGS/NEFT receipt of EMD Payment.
2. No interest shall be payable on the earnest money deposit.
3. The earnest money deposit will be refunded to the unsuccessful tenderer/s after finalization /issue of work Order of the said contract.

EMD SUBMITTED AS ABOVE

(Sign and Seal of Tenderer/Authorised person)

Declaration on Letter head of Party to be filled up and duly signed and stamped and to be scanned and uploaded online

ANNEXURE 2

To,
Chief Manager (Marketing)
M/s Rashtriya Chemicals & Fertilizers Ltd.,
Konkan Area Office, Administrative Building,
1st Floor, Room No. 126/127, Mahul Road,
Chembur, Mumbai – 400074

SUB: Declaration for the Supply of Qualified Support Services (Back office Assistance) (Semi skilled Category) the Raigad District office at Alibag w.e.f 2023 (from placement of Work-order)

Dear Sir,

We have quoted our monthly service charges online as per the format in the given BOQ.

It is assured that the contract labour will be paid as per minimum wages service (service **Back office Assistance (Semi-skilled)**) at District marketing office at Alibag.

In case of any revision in given charges same will be revised as per terms & conditions mentioned in NIT. However, our service charges will be firm throughout the contract period. We also assured that the other terms & conditions mentioned in the NIT and annexures thereof will be followed.

The ESIC license should be submitted by the party for the districts which comes under applicability of ESIC and same will be obtained from successful contractor.

The charges quoted are inclusive of total monthly minimum wages, all applicable taxes, profit margin/Service Charges etc; including GST @ 18% as applicable for 24 months.

Thanking you,

Date:

(Signature & Seal of the Contractor)

Place:

BID ABSTRACT SHEET		
(KINDLY FILL THIS SHEET AND UPLOAD)		
ENQ. NO.	BIDDER'S NAME:	
NO	DESCRIPTION	COMMENTS
1	BID VALID FOR 75 DAYS FROM THE DUE DATE OF TENDER	YES/NO
2	PENALTY FOR POOR SERVICES AT THE DISCRETION OF RCF MANAGEMENT.	AGREED/DISAGREED
3	PAYMENT FOR Qualified Support Services SUPPLY AS PER THE AGREED RATES SHALL BE MADE ON MONTHLY BASIS.	AGREED/DISAGREED
4	ALL TAXES INCLUSIVE A L O G W I T H GST @ 18%	INCLUSIVE
5	CONFIRMED THAT THE OFFER IS IN TOTAL CONFORMITY WITH THE TERMS AND CONDITIONS AS SPECIFIED IN THE NIT. IF NOT AGREED, THEN A LIST OF ALL DEVIATIONS ARE TO BE GIVEN WITH PROPER JUSTIFICATION	YES/ NO
6	SUBMISSION OF SECURITY DEPOSIT - IN THE FORM OF RTGS/NEFT/ON LINE TRANSACTIONS OR BANK GURANTEE VALID TILL PERIOD OF SERVICES.	AGREED/DISAGREED
7	PAN No. Copy of Pan card	-----
8	PAN BASED GST REGISTRATION No. or INDEMENTITY BOND / AFIDAVIT IN ABSENCE OF GST REGISTRATION	-----

ANNEXURE 4

Prequalification Criteria

Tenders are invited from experienced and reputed firms in the field of supplying Qualified Support Services to large establishments. The profile of the bidder ought to be a well-established firm with a team of experienced staff etc. The bidder should have proven track record to undertake works of similar type and magnitude. The applicants should have proven experience in supplying Qualified Support Services to large establishments (eg. reputed private, public organizations, firms etc.).

PREQUALIFICATION CRITERIA [P.Q.C]

Applicants should fulfill following prequalification criteria and should provide detailed information with supporting documents towards the following.

Sr. No.	Description	Documents to be submitted	Status Tick () in the appropriate box
1	EMD: Value Rs. Nil	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-1.	Submitted ☐ Not Submitted ☐
2	Declaration regarding supply of services and quotation of rates	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-2 on tender's letterhead.	Submitted ☐ Not Submitted ☐
3	Bid abstract sheet	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-3.	Submitted ☐ Not Submitted ☐
4	One similar completed work of Value (minimum): for qualifying MSE: Nil for non MSE: Nil Two similar completed work of Value (minimum): for qualifying MSE: Nil for non MSE: Nil Three similar completed work of value (minimum): for qualifying MSE: Nil for non MSE: Nil The Tenderer should submit the Work Orders and the corresponding Work Completion Certificates/ Experience certificates, duly obtained from clients. Such work experience should be during last 7 years ending last day of month previous to the one in which applications are invited. For qualifying MSEs relaxation of 25 % in prior	a) Copy of Work Orders b) The corresponding Work Completion / Experience certificates	Submitted ☐ Not Submitted ☐ Submitted ☐ Not Submitted ☐

	experience (value) applicable in PQ criteria. The tenderer must have minimum 1 year experience in the similar works.					
	SN	Work order no. and date	Work order value incl. of taxes	Name of client		
5	Average annual financial turnover during last 3 years ending 31st March of the previous year: for qualifying MSE: Nil for non MSE: Nil <u>For qualifying MSEs relaxation o 25 % Average annual financial turnover applicable in PQ criteria.</u> In case the date of constitution/Incorporation of the bidder is less than 3 Years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken in to account.				Scanned copy of Average Annual Certified / Audited financial Turnover Certificate during last three years ending 31st March of the previous year(certified by Chartered Accountant) <u>(Certificate/documents issued by Chartered Accountant with UDIN number only will be valid and accepted).</u> <u>For qualifying MSEs relaxation of 25 % Average annual financial turnover applicable in PQ criteria.</u>	Submitted ☐ Not Submitted ☐
6	The financial soundness should be CA Certified or Audited financial statement certified by CA. The net worth of the Bidder firm should not be negative in the balance sheet of last financial year. And Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years. It means the net worth of last financial year should not be less than 30% compared to the 3rd last financial year. In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable: 1) The Net Worth in each of these years should not be negative. 2) Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that of its previously audited financial statement. In case the Bidder has completed financial statements of only				Financial Soundness- CA Certificate with UDIN, indicating Net worth of last successive three years ending 31st March of the previous year.	Submitted ☐ Not Submitted ☐

	preceding year, the clause of net worth erosion will not be applicable.		
7	ESI registration no.:-----	Scanned copy of ESI registration certificate to be submitted.	Submitted ☐ Not Submitted ☐
8	Provident Fund registration no.:-----	Scanned copy of Provident fund registration certificate to be submitted.	Submitted ☐ Not Submitted ☐
9	GST Registration no.:----- ----- or Indemnity bond on Rs. 500/- stamp paper in absence of GST registration no.	Scanned copy of GST registration certificate to be submitted or Indemnity bond on Rs. 500/- stamp as per Annexure- duly filled-in, & signed to be submitted as per Annexure- .	Submitted ☐ Not Submitted ☐
10	Latest IT return acknowledgement for latest financial year: XXXX-XXXX	Scanned copy of latest IT return acknowledgement for latest financial year: XXXX-XXXX	Submitted ☐ Not Submitted ☐
11	Maharashtra state labour welfare fund registration no.:----- ----- ,if applicable	Scanned copy of Maharashtra state labour welfare fund registration certificate.	Submitted ☐ Not Submitted ☐
12	Integrity Pact	Scanned copy of Integrity pact duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-11	Submitted ☐ Not Submitted ☐
13	1)Whether you are registered under MSME -Enterprise Act 2006, (Micro, Small & Medium Enterprise Act 2006) – and if yes, please submit the Registration certificate with UDYAM REGISTRATION number Udyam Registration Cert No..... 2) Type of enterprise as per MSME (Udyam Registration) 3) Whether you are registered Startup and having certificate from DIPP. DIPP Startup Certificate No..... (Please enclose Copy of DIPP Registration certificate) 4) If MSME whether an SC/ST enterprises (Certificate from Tahsildar / Competent authority is to be furnished)	1)Scanned copy of Registration certificate with UDYAM REGISTRATION number 2)Micro/Small/Medium 3) Scanned Copy of DIPP Registration certificate 4) Certificate from Tahsildar / Competent authority is to be furnished	Submitted ☐ Not Submitted ☐ Micro ☐ Small ☐ Medium ☐ Submitted ☐ Not Submitted ☐ Submitted ☐ Not Submitted ☐

14	Agency/firm registration certificate	Scanned copy of Agency/firm registration certificate	Submitted ☐ Not Submitted ☐
15	Audited P&L account and balance sheet for latest preceding financial year	Scanned copy of audited P&L account and balance sheet for latest preceding financial year	Submitted ☐ Not Submitted ☐
16	Valid Labour license no.:-----,if applicable.	Scanned copy of valid labour license.	Submitted ☐ Not Submitted ☐
17	PAN:-----	Scanned Copy of PAN registration certificate.	Submitted ☐ Not Submitted ☐
18	Bidder's information: Name of bidder:----- Address of bidder firm:----- ----- ----- Email ID of firm: Tel. No.: Mobile No.: Name of person responsible for execution of contract:-----	Scanned copy of authorization letter in the name of person responsible for execution of contract.	Submitted ☐ Not Submitted ☐
19	NIT	Scanned copy of NIT (all pages)duly signed and sealed by the tenderer as a token of acceptance of all terms and conditions of NIT.	Submitted ☐ Not Submitted ☐
20	Prequalification criteria	Signed and sealed copy of Annexure-4	Submitted ☐ Not Submitted ☐

I/We certify that all information furnished by Me/Us is correct and true and in the event that the information given is found to be incorrect /untrue, RCF reserves the right to disqualify me/us or terminate our contract without giving any notice or reason thereof

(Signature & Seal of Proprietor / Authorized Signatory)

DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF SUPPORT SERVICES OFFLINE:-

1. List of qualified Support Services for deployment in RCF's Marketing Office containing full details i.e. date of birth, marital status, address, medical fitness certificate etc.
2. Bio-Data of person.
3. Character Certificate.
4. Certificate of verification of antecedents of person by local police authority.
5. Contract agreement duly signed and sealed by the successful bidder.

I hereby undertake to submit above documents prior to deployment of support services offline if the contract is awarded to me.

(Signature & Seal of Proprietor / Authorized Signatory)

ANNEXURE-6

Date:

Chief Manager (Marketing),

Konkan Area Office Administrative Building,
1st Floor, Room No. 126/127, Mahul Road,
Chembur, Mumbai – 400074

Sub: Bank details for Electronic Payment.

Ref:

Dear Sir,

With reference to your above enquiry, I/We are agreeable to receive the payments by direct credit to our below mentioned bank account through RBI ECS or SBI Internet banking facility.

Vendor Name	
E-mail Id	
RCF Vendor code No.	
Phone No.	
Fax No.	
Particular of Bank Account:	
Name of the Bank.	
Branch code.	
Address:	
City Name	
Telephone No. of Bank Fax No. of Bank.	
9 digit code No. of Bank & Branch appearing on the MICR cheque issued by your Bank.	
Type of Account (for SB A/c=10 Current A/c-11 or CC=13	
Account No (As appearing on cheque book).	
Income Tax PAN No.	
GST NO.	

The following are attached in authentication of above bank details.

- 1. A blank cancelled cheque /photocopy of a cheque.**
- 2. A copy of Bank Pass Book first page containing name and address of A/c holder.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user institution responsible. I/We agree to discharge the responsibility expected of me as a participant under the scheme.

For and on behalf of

Signature

COMPANY SEAL

(To be prepared on 500/- Non-Judicial stamp paper)
FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND
 (To be submitted on Rs. 500/- non judicial stamp paper)

Bank Guarantee No. _____ dated _____

M/s Rashtriya Chemicals & fertilizers Ltd,
 _____,

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 within six months from the date of expiry bank guarantee (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 favor 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 Authorized 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

* **BANK GUARANTEE should be attested by two officers from the same bank on stamp paper of Rs. 500/-.**

* In case of Foreign Banks, the BANK GUARANTEE forwarded by them should be counter guaranteed by State Bank Of India Or any other bank from RCF's approved list.

LIST OF APPROVED BANKS FOR BANK GUARANTEES	
Sr.No.	Name of Bank
A) Nationalised Banks 13 Nos.	
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 & Union Bank of India)
10	State Bank of India
11	UCO Bank
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)
13	United Bank of India
B) Other Private Banks 17 Nos.	
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
C) Foreign Banks	
15 Nos.	
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

GST Norms

1. Vendor/Supplier/Contractor shall ensure timely submission of invoice(s)/Bill of Supply /Receipt Voucher or any other document 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. 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.
12. 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.

13. 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.

PRICE BREAK-UP SHEET IN EXCEL FORMAT

Sr. no.	Item Description	Quantity	Unit	Lumpsum rate for TWO YEARS (24 MONTHS) in (Rs.) for 1 Semi skilled category Worker
1	Description:	24	Months	647067.60/-
	1. Basic Rate (per day) for 1 person (Rs. 579)			
	2. VDA (per day) for 1 person (Rs. 253))			
	3. Total monthly minimum wages (basic rate + VDA) for 26 days wages (per Month) for 1 person (Rs. 21632)			
	4. PF(Employer's contribution @ 13%)(per month)for 1 person (Rs. 2812.16)			
	5. ESIC @ 3.25%/Insurance policy under Employees Compensation Act,1923 (Rs. 703.04) As per the ESI Act the Gross wages ceiling is Rs. 21,000/-. Drawing more than Rs. 21,000/- will not be covered under ESI act and hence Insurance Policy covering all such Contract Worker is required to be taken under the Employees Compensation Act, 1923. The contract workers or labours who are out of coverage of ESI due to crossing of salary/wage limit, it is the responsibility of the contractor to take separate Insurance policy of such workers. The contractor must ensure that the employees deployed who are not under ESI Act are required to be covered under the Employees Compensation Act 1923 and become entitled for the benefits of the compensation. Reimbursement under ECA,1923 will be done at actuals on submission of relevant policy documents subject to maximum @ 3.25% on monthly Basic+DA for 26 days.			
	6. Bonus @ 8.33% (per month) for 1 person (Rs. 1801.95/-)			
	7. State Labour Welfare Fund (per month) for 1 person (Rs.12/-)			
	8.Total minimum wages (per month) for 1 person (Rs. 26961.15)			
	9. Total minimum wages for 24 months (2 years) for 1 person (Rs. 647067.60/-)			
2	☐ Service charges / Contractor profit margin including transaction and all other charges (if any) for QUALIFIED SUPPORT SERVICES (Back Office Assistant)-Semi -Skilled category) at Raigad dist. Marketing Office at Alibag for a period of 24 months as per terms & conditions mentioned in NIT. (Kindly note the quoted service charges / Contractor profit margin value including all other charges but excluding GST should not be less than 3.26% of total minimum wages for 24 months for 1 person of semi- skilled category as mentioned in sr no.1, otherwise, bid will be treated as unresponsive/unviable and will not considered for further evaluation).	24	Months	Rs.
3	Total of (1+2)	24	Months	Rs.
4	Amount of Applicable GST @ 18% on (total of Sr. no.3)	24	Months	Rs.
5	Total cost of service inclusive of profit margin/service charge, transaction and all other charges with GST @ 18%	24	Months	Rs.

Duly filled, Signed & Sealed copy to be uploaded

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued **NIT No.** _____
dated _____ inviting _____ bids _____ for _____
 _____ (Detailed requirement/Nature of Job to
 be mentioned along with period, in case of Annual Rate Contracts).

The BIDDER **M/s.** _____ is willing to participate in the said Tender and understands that this Integrity Pact has to be executed between the parties as a prequalification for the Bidder to participate in the bidding process.

Bidder understands that Signing of the Integrity pact does not in any way guarantee awarding of the contract to the bidder signing the Integrity pact.

Both RCF and Bidder understand that Integrity Pact is deemed to be a part of the Contract (to be executed later with the successful Bidder).

NOW, THEREFORE,

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

Enabling RCF to undertake the Project/Work at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and

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

In order to achieve these goals, RCF has appointed Independent External Monitors (IEMs), on the recommendations of the Central Vigilance Commission (CVC), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:

1. Commitments of RCF:

- 1.1** RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2** RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3** RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

- 2.1** In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be

initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact.
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.

4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years (reckoned from date of bid submission) in respect of any corrupt practices envisaged hereunder, with any organization in any country conforming to the anti-corruption principle or with any other Public/Government organization/Department in India. The Bidder further declares that he commits to report about transgressions for which cognizance was taken by the competent authority even before the said period of three years, but are pending conclusion.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject regarding previous transgressions, BIDDER can be disqualified from the tender process of the contract, or action can be taken as per the procedure mentioned in Guidelines on Banning/De-barring of Business dealings and relevant government of India guidelines in this respect and if already awarded, the Contract can be terminated for such reason.

5. Sanctions for violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT
The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
 - vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
 - viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
 - ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.

- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financial Rules/Guidelines, etc. as may be applicable to RCF.
- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.
- 5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

6. Independent Monitor:

- 6.1 RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri N Shankar Reddy,
Ex-DGP and Road Safety Commissioner/CEO,
Kerala Road Safety Authority
Address: H No. 6-5-232-1; Brindavanam
80 Feet Road, Venkat Rao Nagar
Ran Nagar (PO), Anantapur
Andhra Pradesh – 515004.
Mobile No : 91 9447503998
Email : shankerreddyips@gmail.com
2. Shri Jojneswar Sharma, IDES (Retd.)
Ex Director General, Defence Estates
Address: House No.27, Dr Zakir Hussain Path,
SARUMOTORIA (Hengerabari),
District Kamrup (Metro),
Guwahati 781036 (Assam)
Mobile: 8806777701
Email: sharmajoj@gmail.com

(Note: IEMs should be contacted only for Integrity Pact related issues. For any other grievances/complaints/clarifications related to the tender, concerned RCF officials as mentioned on the cover page of this NIT should be contacted.)

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.

Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.

- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

- 7.1 In case of any allegation of violation of any provisions of these terms or payment of commission, etc. RCF shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction at Mumbai.

9. Other Legal Actions:

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

10. Validity:

- 10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Note: If any prospective Bidder has any objection to sign the Integrity Pact, RCFL will refer the matter to the IEMs for their opinion and advice.

X-X-X-X-X-X-X-X

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSME):

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 (Micro and Small), 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
- Udyam Registration Number

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/1st 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-MSME, up to 25% 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/ contract value.

A share of 4% out of this 25% 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. A share of 3% out of 25% shall be allowed to women owned 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/ contract value

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/ contract value and 25% 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 25% in addition to equally sharing the balance 21% with other non-SC/ST MSEs.

In case of more than one SC/ST MSE matching the L1 price/ contract value, they shall equally share

4% of the order, and additionally share the balance 21% with other non-SC/ST MSE bidders.

(c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

- i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Dy. General Manager (Marketing).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) NO EXEMPTION shall be allowed for the submission of SECURITY DEPOSIT /Performance Bank Guarantee, if applicable in the particular tender.

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, failure to abide "Bid Securing Declaration" 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.

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM**No.- 6/18/2019-PPD dated 23rd 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:

1. 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-

- h. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- i. "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;

2. 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 per cent of capital or profits of the partnership;

3. 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;

4. 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;

5. 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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