


The tender submitted on this RCF website is for information only. Tenderer are requested to Participate in the tender through GeM portal only as per following instruction

	<p align="center"><b>RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED</b>  <b>(A Government of India Undertaking)</b>  CIN NO. L24110MH1978GOI020185  <b>Corp. Office : Priyadarshini Bldg. E.E. Highway,</b>  <b>Sion -Mumbai -400 022 INDIA(Marketing division, 8<sup>th</sup> Floor)</b>  <b>Phone: 022 2552 3097/3236/3042</b>  <b>Website: <a href="http://www.rcfltd.com">www.rcfltd.com</a></b></p>
	<p align="center"><b>Area Office: Survey No. 20, I.I. Lines, Behind Mahesh Cinema</b>  <b>Karachiwala Nagar, Ahmednagar- 414 001</b>  <b>Email: <a href="mailto:rcfnagar@yahoo.com">rcfnagar@yahoo.com</a> Ph: 0241-2431070</b></p>

### Notice Inviting Tender (NIT) for

Hiring of space for office premises on rent at Beed District Office – Ahmednagar Area, Maharashtra

#### Important Dates

TENDER NO. GeM_TENDER_OS_BEED_2024_25	(TOTAL NO. OF PAGES 1 TO 17)
PRE-BID MEETING: - At the above Area Office address.	24/06/2024 at 11.00 am

#### Important Notes:

1. 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](http://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.
2. 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.
3. Tender documents may be downloaded from website [www.gem.gov.in](http://www.gem.gov.in). Aspiring bidders/suppliers who have not enrolled/registered on GeM should enroll/register before participating through the web site [www.gem.gov.in](http://www.gem.gov.in)
4. KINDLY NOTE THAT ONLY ONLINE BID THROUGH GEM PORTAL WILL BE CONSIDERED AGAINST THIS TENDER.
5. NO OFFER IN PHYSICAL FORM WILL BE ACCEPTED AND ANY SUCH OFFER IF RECEIVED BY RCF WILL BE OUTRIGHT REJECTED.
6. Kindly refer "Resources Section" available for bidders on GeM tendering website [www.gem.gov.in](http://www.gem.gov.in) for detailed procedure for bid submission.

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Mr. N. A. Bajad	Area In Charge	Office Tel. 0241-2431070 Mob. No. 9527811978	e-mail ID: nabajad@rcfltd.com
Mr. G. D. Pukale	Fin. Representative	Office Tel. 0241-2431432 Mob. No. 9021070813	e-mail ID: gdpukale@rcfltd.com

The bids shall be uploaded in electronic form only through GeM tendering system on [www.gem.gov.in](http://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 may lead to rejection of offer.**

Bidders shall ensure that all documents related to pre-qualification, (technical or commercial) are submitted at the first instance along with the original bids. RCF may or may not call for any

clarifications or submission of shortfalls documents. RCF reserves the right to reject outright any bid not complying with this instruction.

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

The submission /uploading of information, undertakings, documents, certificates etc. in packets as given under.

**PART-1: Techno-Commercial Bid: i.e. Un-Priced Bid** should contain following:-

Sr. No	Contents	Referring Page No	To be uploaded as per Annexure No.
1	Scanned copy of "Pre-qualification Details" <b>(Annexure-1)</b> <b>Along-with all relevant and valid supporting documents for each pre-qualification criteria.</b>	<b>8</b> <b>Party's Documents</b>	<b>Annexure-1 and Party's Documents</b>
2	Additional Information (Annexure-2)	<b>9-10</b>	<b>Annexure-2</b>

**(Note: Vendor updation form and Cancelled cheque will be collected from successful bidder before award of contract.)**

**Part-2 : Priced Bid:-**

Price Bid i.e. BOQ given with tender is to be uploaded after filling all relevant information like monthly rent inclusive of maintenance charges, Municipal Taxes, water charges and any other charges inclusive of GST and exclusive of Electricity Charges. The priced BOQ should be uploaded strictly as per the format provide in this tender, failing which the offer is liable for rejection. **Renaming or changing format of BOQ sheet (file) will not be accepted by system.**

Kindly submit your offer by filling the blank fields with suitable amount. Please note that lowest bidder (L1) will be decided based on quoted amount for 36 months (3 years) shown at the end of BOQ sheet.

Vendor should quote rent amount in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.

The rent quoted should be inclusive of maintenance charges, Municipal taxes, Service Charges, water charges and any other charges inclusive of GST and exclusive of Electricity Charges.

The **Part-1 of Techno-Commercial Bid: i.e. Un-Priced Bid** shall be opened at 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** (Price Bid sheet) 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 and BOQ (Price Bid sheet). Please read instructions given below before submission of Price Bid i.e. Price bid evaluation criteria in NIT and

## INDEX

Sr. No.	Item details	Page Nos.	Annexure No.
1	Information about : I. E-tendering procedure II. Instruction for submission of Bids- Techno Commercial Bid (PART-I) & Price Bid (i.e. B.O.Q.) PART-II	1-2	
2	Index	3	
3	Introduction, Definition, Scope of work, Prequalification criteria, Price Bid, Methodology of rates to be quoted, Validity of tenders Price Bid Evaluation criteria Basis of award of contract, Payment Term and other terms and conditions of contract.	4-7	
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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 Hiring of space for office premises on rent at Beed, Area office Ahmednagar State Maharashtra

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 Area Marketing office at **Survey No. 20, I. I. Lines, Behind Mahesh Cinema Karachiwala Nagar, Ahmednagar - 414 001.**
- 2.2 "NIT" shall mean and include the present document titled "Notice Inviting Tender" for Hiring of space for office premises on rent at Beed, Area office Ahmednagar State Maharashtra and such other supplements and schedules which may be issued in connection with it.
- 2.3 "Contractor" shall mean the persons; firm or company i.e. (owner/landlords/lessor) who enters into an agreement with RCF LTD. for execution of works/contracts covered under this NIT and shall include their executors, administrators, successors, permitted assigns and legal heirs.

3. **Scope Of Work :**

- RCF requires space of 800-1000 sq. ft. of area (Carpet area) anywhere in D.P. Raod, Sahyog Nagar, Heena Nagar and surrounding area in Beed, on monthly rent basis for the period of 3 years from date of award of contract.
- Parking space required for minimum one car & 4 two wheelers.
- Uninterrupted Water supply should be for 24 x 7 and location preferably at first floor. Water charges will be borne by premise owner/landlords/lessor.
- Washroom should be inside offered premises.
- Property tax/Municipal taxes will be paid by premise owner/landlords/lessor.
- All relevant and valid documents in support of amenities/facilities as mentioned in scope of work will be provided by premise owner/landlords/lessor to RCF as and when required.
- Period of lease will be minimum 3 years with extension clause of renewal for another 3 years with mutual consent on agreed terms and conditions. Registration charges will be borne by RCF and premise owner/landlords/lessor equally on 50:50 basis.
- Monthly rent inclusive of society/ maintenance charges, other charges will be paid by RCF. Rent charges will be inclusive of all amenities including parking space, other conveniences provided by the landlord.

- It will be duty of premise owner/landlords/lessor to pay liabilities/dues in relation to the premises offered to the appropriate authority within due date and RCF shall have no other responsibility other than monthly payment of the rent inclusive of maintenance charges, all other charges etc.
- Electricity charges will be paid by RCF as per actual bill. The owner shall provide a separate electric meter at his own cost before handing over possession to RCF Ltd. The connection shall be in the name of landlord/Owner and all dues have to be cleared before handing over the premises to RCF Ltd.
- Tender will be accepted only from original owner of the building/property. RCF Ltd. Will not pay any brokerage for the offered property. All documents to be signed by the original owner only.

#### 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.	Particulars	Details
1	Location of office premise required	D.P. Raod, Sahyog nagar, Heena nagar and surrounding area in Beed. (Pl. enclose the documentary proof depicting the location detail address)
2	Area of premises required	Carpet area required 800-1000 sq. ft. (Pl. enclose the valid documentary proof indicating carpet area of space)
3	Parking space required	Space required for One Car & four 2 wheelers parking (Pl. enclose the relevant valid documents in support of the above).
4	Water supply facility required	Uninterrupted water supply for 24x7 (Pl. encloses the relevant valid documents in support of the above).
5	Availability of office premise	No. of floors in the building Office space available at which floor no. (Pl. enclose the relevant valid documents in support of the above).
6	Electricity supply	Single phase, Separate meter /sub meter (Pl. enclose the relevant valid documents in support of the above).
7	Washrooms	Washroom in the offered premises (Pl. enclose the relevant valid documents in support of the above).

Physical Inspection of property for above parameters will be done by the committee and after the satisfaction of committee; bidders are suitably prequalified as per criteria.

Bidder shall submit duly signed and stamped copies of following documents along with the offer.

- 1) Scanned copy of (Annexure-1) duly filled-in and signed by the renderer.
- 2) Scanned copy of Property card/Property tax paid receipt/Sale deed/Title deed/Index II/ any other valid documentary proof in respect of Location and ownership of the office premise offered.
- 3) Scanned copy of approved lay-out plan/drawing of proposed office premise from the town planning authority or any other competent authority/Index II/Sale deed/ any other valid documentary proof indicating carpet area of proposed office space.
- 4) Scanned copy of latest paid electricity bill and water bill of the office premise offered.
- 5) Scanned copy of Additional information required in the form of (Annexure 2) duly filled-in and Signed by bidder.

- 6) Scanned copy of PAN.
- 7) Scanned copy of GST registration no if applicable or declaration for non GST.
- 8) Scanned copy of Undertaking (Annexure-4) duly filled-in and signed by the bidder.
- 9) Scanned copy of any valid documentary proof for availability of four wheeler parking for four wheelers.

Additional information is required in the form of (Annexure 2) which is to be filled up and upload online

**Price-Bid (Financial Bid)-BOQ:**

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

The rate quoted should be inclusive of all applicable society/ maintenance charges, Service Charges, Municipal Tax, Water Charges, any other charges etc. and GST, but exclusive of Electricity Charges and

The prices 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. The bid submitted with a variation clause will be treated as non-responsive and may get rejected.

The format of the Price Bid (Financial Bid)-BOQ is given at Annexure-6.

**5. Bid Validity:**

The bid should be valid for a period of 75 days (Seventy five only) from the date of opening of the tender. Offers with less bid validity shall be rejected outright.

**6. Evaluation of Valid Bids and Award of Contract:**

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

The evaluation of the L-1 (Lowest Bid) offer shall be on overall lowest value for the service i.e. Grand total value of the bid for 36 months (3 years) and suitability of premises to RCF.

**7. Security Deposit:** License (RCF) will not entertain any security deposit on account of hiring rental office premises.

**8. Payment Term:**

Generally payment shall be made on monthly basis within 7 working days after submission of bills with necessary enclosures for making payment. Rent after execution of deed shall be paid to the landlord after deducting TDS as per applicable rates by Accounts transfer (NEFT/RTGS) only and no brokerage shall be paid to any brokerer.

**9. Tax Liability:**

The landlord shall be liable to pay all taxes, duties, royalties, statutory payments/contributions and Municipal Tax. Income Tax, Water Tax shall be deducted at source from Landlord's bill as per Government rules. Presently GST is 18%.

**10. 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 landlord's account.

**11. Period of Contract:**

The period of contract is 36 (Thirty-Six) months. However RCF reserves the right to terminate the contract, without assigning any reasons thereof, by giving 7 (Seven) days' notice.

**12. 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 Landlord 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 Landlord from participating in future tenders for any desired period.

**13. Disputes and Arbitration:**

Any technical/non technical dispute/difference between the parties shall be amicably settled in consultation with appropriate Authority of RCF. However, in the event of any question, dispute or difference arising under this contract which cannot be settled amicably shall be referred to the sole arbitration of a person appointed to be the Arbitrator by CMD, RCF. There shall not be any objection that the Arbitrator is in service of RCF that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matter in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD, RCF to appoint another Arbitrator in place of outgoing Arbitrator, in the manner aforesaid. The proceedings of Arbitration shall be under the Arbitration and Conciliation Act 1996 and any Notifications there to. The venue of Arbitration shall be MUMBAI. The work under the contract shall continue during arbitration proceedings unless the matter is such that the work cannot be continued until the decision of arbitration is obtained.

**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 Landlord 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.

Duly signed to be uploaded

**“Terms and conditions” Criteria for Prequalification**  
**PRE-QUALIFICATION CRITERIA FOR OFFICE PREMISES FOR RCF LTD AT BEED, AREA OFFICE -**  
**AHMEDNAGAR**

Sr. no.	Particulars	Details	Tick the correct option / fill in the blanks
1	Location of office premise required	D.P. Raod, Sahyog nagar, Heena nagar and surrounding area in Beed. (Pl. enclose the documentary proof depicting the location detail address)	_____ _____
2	Area of premises required	Carpet area required 800-1000 sq. ft. (Pl. enclose the valid documentary proof indicating carpet area of space)	Carpet area- _____ Sq. ft.
3	Parking space required	Space required for four wheelers parking—(Pl. enclose the relevant valid documents in support of the above).	Available <input type="checkbox"/> Not available <input type="checkbox"/>
4	Water supply facility required	Uninterrupted water supply for 24x7 (Pl. enclose the relevant valid documents in support of the above).	Available <input type="checkbox"/> Not available <input type="checkbox"/>
5	Connectivity	The area surrounding the premises and approach road leading to the premises should not be congested and the front road / approach road should be preferably 25 feet wide. Surroundings of the premises, space available within the premises, approach road leading to the building, traffic congestion in and around premises and other related factors will be important criteria to decide the suitability of the offered premises.	Available <input type="checkbox"/> Not available <input type="checkbox"/>
6	Electricity supply	Single phase/Three phase (Pl. enclose the relevant valid documents in support of the above).	Single phase/Three phase
7	Washrooms	Washroom in the offered premises (Pl. enclose the relevant valid documents in support of the above).	YES  NO

**NOTE: The pre-qualification of the parties satisfying above said criteria will be subject to satisfaction of the committee after the physical inspection.**



## Duly Signed uploaded

## Additional Information

## 1. Details of Builder / Owner :-

i) Name : \_\_\_\_\_

ii) Address & Phone No. : \_\_\_\_\_  
\_\_\_\_\_.

## 2. Details of the Property Offered :-

i) Full address of the premises offered : \_\_\_\_\_  
\_\_\_\_\_

ii) Usage of property (As approved by Competent Authority):

a) Commercial : \_\_\_\_\_

b) Residential : \_\_\_\_\_

c) Shopping Centre : \_\_\_\_\_

iii) No. of floors in the building: \_\_\_\_\_

iv) At which floor the premises is Offered: \_\_\_\_\_  
(Preferably the offered Premises should be on a single floor)v) Area of Office premises offered: \_\_\_\_\_  
(Minimum 800-1000 sq. ft. carpet area with toilet inside offered premises)

vi) Age of office premises offered \_\_\_\_\_Yrs

3. **Period of lease offered:** Three years and extendable for further three years on mutual consent.

## 4. Details of Land / Site :

i. Whether building has underground / overhead water storage tank : YES / NO

## 5. Details of the locality :-

i. Address &amp; locality in which the Property is situated :

‘\_\_\_\_\_,

ii. Character / Type of locality: a / b / c / d / e

(a. Residential b. Commercial c. Shopping Complex d. Industrial e. Slum)

iii. Whether the locality is prone to hazards like inundation / flood, etc. : **YES / NO**

iv. Locality's proximity to the following Place in Kms :

a) Railway Station : \_\_\_\_\_

b) Airport : \_\_\_\_\_

c) Collectorate Office : \_\_\_\_\_

d) Market Yard : \_\_\_\_\_

e) Bus Stand : \_\_\_\_\_

f) Metro : \_\_\_\_\_

**6. Amenities Provided**

- i) No. of toilets : \_\_\_\_\_
- ii) No. of phases of electricity connection : (Single/Two/Three phase)
- iii) Facilities for 24 hours water supply : **YES/NO**
- iv) Safety and Security arrangement : **YES/NO**

**7. Common Facilities Provided:**

- i) Car parking space : \_\_\_\_\_ No. of vehicles
- ii) Scooter/Motor cycle parking space : \_\_\_\_\_ No. of vehicles
- iii) Lifts and their nos. : \_\_\_\_\_
- iv) Generator for emergency : **YES/NO**
- v) Anti-Lightening Device / Lightening Arresters : **YES/NO**
- vi) Security arrangements : **YES/NO**
- vii) Proper sanitary / sewerage system : **YES/NO**

8. a) PAN Number (Photo copy to be enclosed) : \_\_\_\_\_

b) GST Registration Number (Photo copy to be enclosed): \_\_\_\_\_

c) Index II & Property tax receipt copy for identity of property holder.

**9. Bank details: (Enclose cancelled Bank cheque)**

Name of Account Holder	
Name of the Bank	
Bank Account Number	
Branch of Bank	
IFSC code of Bank	
MICR Code	

Place : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Signature  
(Owner/Authorized Representative )

Note: All pages should be signed.

(Tenderers are advised in their interest to not to leave any of the aforesaid columns blank under any circumstances. Tenderers are also required to enclose layout plans & copy of property documents of the premises on offer).

**UNDERTAKING**

I/We do hereby solemnly declare and undertake that:

- 1) All terms & conditions, clauses, annexure, scope of work etc. of the Tender document (NIT) are acceptable to me/us. If any information furnished by me/us is found incorrect/false, the contract is liable to be cancelled without prejudice to any other legal action.
- 2) I/We also confirm that I/We understand that RCF Ltd. reserves absolute right to reject any bid or all bids without assigning any reason thereof.
- 3) I/We also declare that there is not any government/Municipal restriction barring the letting of the proposed office space on rent and I am/We are the legal owner of the proposed office space.
- 4) I/We have not been black listed in any Govt. organization/institution.

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

(OWNER'S NAME & SIGNATURE)

**GST Norms**

1. Vendor/Supplier/Landlord 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/ Landlord 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/ Landlord 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/ Landlord 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/ Landlord, 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/ Landlord.
8. RCF Ltd., reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/ Landlord in complying with the above requirements as per GST and Vendor/Supplier/ Landlord shall be put under Holiday list as mentioned in the Contract
9. In case the short coming is not rectified by the Vendor/Supplier/ Landlord and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/ Landlord is fully liable for making good all the loss incurred by RCF as a result of default.
10. Advance payments → Vendor/Supplier/ Landlord 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 / Landlord as agreed mutually. It is agreed by the Landlord that such damages become recoverable by RCF with applicable GST thereon.

### **DISCIPLINARY MEASURES**

**Procedure for action against an Agency in case of Corrupt / Fraudulent/Collusive /Coercive /Cartel practices and persistent poor performance / un-satisfactory performance.**

Definitions:

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

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

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

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

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

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

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

**1.0) HOLIDAY LISTING OF VENDORS / LANDLORD: -**

In the following circumstances, Vendors / Landlord may be put on 'HOLIDAY LIST', for a duration minimum of one year and maximum period of three years by RCF Ltd: -

a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to

improve performance.

b) In case of problems at the end of Vendors / Landlord such as labour, financial, legal etc. which are not likely to be resolved by the Vendors / Landlord within one year.

c) Litigation, including arbitration proceedings, against or by the Vendors / Landlord s, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Vendors / Landlord is put on holiday, the shortcomings will be brought to the notice of the Vendors / Landlord, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Vendors / Landlord does not rectify the breaches within a specified period of time. One weeks' time will be given to the Vendors / Landlord to offer their explanation. If the explanation is not found to

be satisfactory or no explanation is received from the Vendors / Landlord within the stipulated time period, action / approval for putting the Vendors / Landlord on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by RCF Ltd.

Depending on the severity of the default by the Vendors / Landlord, RCF Ltd can also De-list the Agency in addition to Holiday.

The name of the Vendors / Landlord put on holiday List will be displayed on company website and the Vendors / Landlord shall be put on Holiday in all units of the company. In the meantime, further tenders will not be issued to such Vendors / Landlord. Offer of such an Agency shall not be considered in RCF tenders.

However, Vendors / Landlord may be allowed to suitable period of time i.e. maximum of 6 months for completing the other running contracts. If RCF deems fit may recommend for increase in time for completing of job depending upon the nature of job and on case to case basis.

The period of Holiday starts from the date of completion of other remaining contracts.

#### **1.0) DELISTING OF VENDORS / LANDLORD: -**

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

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

Period of De-listing shall be for a minimum period of one year. However if RCF Ltd at its discretion can delist the Vendors / Landlord for a maximum period of five years.

Name of the De-listed Vendors / Landlord will be displayed on company website and will be on De-listed list in all units of the RCF Ltd. In the mean-time, further tenders will not be issued to such an Vendors / Landlord.

However, the Vendors / Landlord may be allowed a suitable period of time i.e. maximum of 6 months for completing the other running contracts. If RCF deems fit, may recommend for increase in time for completion of job depending upon the nature of job and on case to case basis.

The period of Holiday starts from the date of completion of other remaining contracts.

**Necessary action will be taken on the Vendors / Landlord on case to case basis.**

**2.0) DELISTED VENDORS ON HOLIDAY LIST:-**

The Vendors/Landlord who are put on the Holiday List, can be reinstated with the approval of the competent authority after reviewing their status with respect to the reasons of default after completion of the period of Holiday.

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

A Party (Vendors/tenderer/Bidder/Supplier/Landlord as the case may) may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of **cartel**, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Vendors / Landlord continuously refuses to pay Company's dues without showing adequate reasons or
- c) Vendors/Landlord (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the company is envisaged. As per chapter 1, Definition 2 (c) of Competition Act 2002 "cartel" includes an association of producers, sellers, distribution, traders or service providers who by agreement amongst themselves, limit, control or attempt to control the production, distribution sale or price for trade in goods or provision of services.

(Cartel:- By the Word Cartel in Civil tenders it is meant that creation of a situation where two or more parties come together to form a group or nexus amongst themselves with personal motives which are detrimental to the interest of the company. For e.g. Quoting the near similar rates in the same fashion or influencing the other tenderer for rate quotes) **Important: All the rules & regulations as per competition commission of India constituted under competition Act 2002 will be applicable and binding on all the participants. It is also mandatory for all tenderers to indemnify the company that they will not involve themselves in any act of cartelization. If they are found to be doing any form of cartel, the company is authorized to initiate suitable action against them as decided by the company.**

In all the above cases from (3a to 3d) a Show Cause notice as to why the Vendors/Landlord should not be Blacklisted will be sent to the Vendors / Landlord. The notice will specify clearly the reasons for considering the Vendors/Landlord for blacklisting and two weeks' time will be given to the Vendors/Landlord to offer their explanation. If the explanation is not found to be satisfactory or no

explanation is received from the Vendors / Landlord within the stipulated time period, action/ approval for blacklisting shall be taken by the RCF Ltd without any further notice.

It is to be noted that the decision of forfeiture of EMD/SD will taken by RCF Ltd and will be final and binding on the parties in this regard.

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

i.e. In case of Civil Contracts, if a contractor is awarded more than one Civil Contracts plus Contracts of various nature and if the Contractor is proposed to be blacklisted Vendors/ Contractors will automatically be blacklisted for all the contracts awarded by the RCF Ltd at any level.

Name of the blacklisted Vendors/Landlord will be displayed on RCF website in all units of the company. No further tenders shall be issued to such an Vendors/Contractors.

Period of blacklisting will be minimum for five years, in line with integrity Pact.

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

All the running contracts/other works with the Vendors/Landlord will be terminated immediately after blacklisting.

The List of Blacklisted parties shall be put on RCF Website in all Units of the Company

All the parties will indemnify RCF from any responsibility arising out of such acts of partiesfrom competition Act 2002 in Vogue.

**Note:**

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



**PRICE-BID BREAK-UP SHEET (IN EXCEL FORMAT)**  
**(To be uploaded in financial bid only)**  
**Hiring of space for office premises on rent at Beed (Maharashtra)**  
**Tender No.:- GeM\_TENDER\_OS\_BEED\_2024\_25**

Name of Bidder/firm: \_\_\_\_\_

Location/address of proposed office premise: \_\_\_\_\_

Area of proposed office space: \_\_\_\_\_ Sq. feet or \_\_\_\_\_ Sq. Meter.

Sr. No.	Particulars	Quoted Rent Rate (Rs.) per month	No. of months during contract period of 3 years	Quoted Amount for 36 months (Rs.)
A	Rent towards hiring of office space inclusive of maintenance charges, municipal taxes, water charges, property taxes and all other charges but exclusive of electricity & GST.		36	
B	GST 18%		36	
C	Total cost towards hiring of office space inclusive of maintenance charges, Municipal taxes, property taxes and all other charges and 18% GST or as applicable but exclusive of electricity charges.		36	

**Note:** Contract shall be awarded on overall LOWEST TENDER value BASIS for 36 months (3 years) to the bidder who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.

Price Bid break-up sheet is to be uploaded in financial bid only after filling all relevant information in price break up in excel format as per the tender, failing which the offer is liable for rejection (renaming or changing format of price sheet (file) will not be accepted). **Offers indicating rates/price break-up anywhere else (scanned documents as per prequalification criteria in Technical bid) shall be liable for rejection.**

The offer of the bidder should remain firm during the entire contract period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause will be treated as non-responsive and may get rejected.

**Name and signature of owner/bidder**