


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><b>RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED</b> (A Government of India Undertaking) CIN NO. L24110MH1978GOI020185 Corp. Office : Priyadarshini Bldg. E.E. Highway, Sion -Mumbai -400 022 INDIA(Marketing division, 8<sup>th</sup> Floor) Phone: 022 2552 3097/3236/3042 Website: <a href="http://www.rcfltd.com">www.rcfltd.com</a></p>
	<p>Area Office: Amravati Jai Babari Bhavan , Goyal House, Jafarjijin, Old cotton Market, Amravati-444601 Email: <a href="mailto:rcfamravati@gmail.com">rcfamravati@gmail.com</a> Ph.: (0721) 2560833</p>

**NOTICE INVITING TENDER FOR HIRING OF ONE “T” MARK TAXI/CAR/VEHICLE SERVICE (Non AC/AC) ON MONTHLY BASIS FOR THE PERIOD OF 24 MONTHS FOR AREA OFFICE AMRAVATI.**

**(TENDER NO.: RCF/MKTG/AMT/TAXI/2024-25 , DATE: 09/08/ 2024)**

**Important Dates**

Pre-Bid Meeting date (if required) : 14/08/2024, at 11.00 a.m.  
Venue of pre-bid meeting : RCF Amravati Area Office

- Website for Online bid Submission: <https://gem.gov.in>**
- Kindly note that only online bid will be considered against this tender.**
- 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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E-tenders are invited on GEM portal for **RCF Ltd, Jai Babari Bhavan , Goyal House, Jafarjijin, Old cotton Market, Amravati-444601** to hire “T” mark taxi on monthly basis from the bidders having experience in the execution of work of similar nature and magnitude having vehicle permit and registration of vehicles in name of hire taxi operator/contractor. It may be noted that successful tenderer will have to deploy “T” MARK taxi/vehicle which is registered on or after 01.04.2021  
Kindly note that only online bid through GEM portal will be considered against this tender.

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.

#### 1.0 INTRODUCTION:-

Rashtriya Chemicals & Fertilizers Ltd.-RCF (A Govt. Of India Undertaking) is having its registered office at "Priyadarshini "Eastern Express Highway Sion, Mumbai 400 022. The taxis/vehicles are to be provided at **RCF Ltd, Jai Babari Bhavan , Goyal House,Jafarjijin, Old cotton Market,Amravati-444601**

#### 2.0 DEFINITIONS:-

- 2.1 The following expressions shall have the meaning specified against respective item wherever used in the documents (Tender enquiry, work order or elsewhere) during finalization of the contract unless repugnant to the context and meaning thereof. The terms "RCF" or Company shall mean Rashtriya Chemicals & Fertilizers Limited, having its Office at **RCF Ltd, Jai Babari Bhavan , Goyal House,Jafarjijin, Old cotton Market,Amravati-444601**
- 2.2 The administrative and executive officers authorized to deal with all matter relating to the contractor.
- 2.3 "**Vehicle/Taxi**" shall mean the Car registered with the Regional Transport Authority, (Maharashtra) under category of Tourist Car/commercial category.
- 2.4 **Tenderer** shall mean the person, firm or company or Corporation who have submitted a tender / bid against invitation to Bids and shall include their legal representatives and heirs, successors and assigns. It shall also include the successful tenderer whose bid has been accepted.
- 2.5 **Contract/ Work Order** shall mean and include any award of work with General Terms & Conditions/ special conditions of tender, enclosures, Annexures and subsequent Amendments thereto.
- 2.6 **Contract value** shall mean the total amount payable to Contractor towards the jobs actually executed by the Contractor in accordance with the Work Order issued to Contractor by RCF.
- 2.7 **Contractor** shall mean the Tenderer whose bid has been accepted by the RCF and with whom contract has been entered into and shall be deemed to include Contractors heirs, legal representative, successors and assigns.

- 2.8 **Date of contract** shall mean the date of issue of Letter of intent or the date so mentioned in the Work Order.
- 2.9 **Driver** shall mean paid driver of the contractor provided for particular vehicle, in possession of valid driving license issued by RTO, batch issued by RTO and permitted to drive "T" car/taxi/commercial Vehicle/Car/Jeep etc.
- 2.10 **Hour** means one hour of 60 minutes, for purpose of calculation, any part of hour shall be paid proportionately at actual rates fixed for an hour.
- 2.11 **Schedule of Rates** shall mean the finalized rates as per the scope of work mentioned in the enquiry and incorporated in the Work Order.
- 2.12 **Amendment Order** shall mean an Order given by RCF to effect additions, subtractions or alterations in the Work Order.
- 2.13 **Work** shall mean and include all activities as specified under the NIT/Tender Document.

### **3.0 INSTRUCTIONS FOR SUBMISSION OF TENDER: -**

- 3.1 Based on quotations received and subsequent finalization of rates, RCF reserves the right, to award the said contracts.
- 3.2 The contract will be awarded on the total Lowest Tender cost Basis to the tenders who has agreed for scope of work and all Terms & conditions of NIT and who fulfills the prequalification criteria.
- 3.3 The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.
- 3.4 RCF reserves the right to split up work amongst two or more tenderers.

### **4.0 SUBMISSION OF TENDER: -**

The tenderer, after studying all terms & conditions of GEM portal and NIT carefully and after visiting the **RCF Ltd, Jai Babari Bhavan , Goyal House, Jafarjijn, Old cotton Market, Amravati-444601** for satisfying himself of the local conditions, location and accessibility of the work, nature, extent and character of the operations, may obtain all clarifications in writing before tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained.

#### **Validity of Tender: -**

The rates quoted in the tender are to hold good for **a period of 75 days** from the date of submission of the Tender and if the said contract is awarded, the same rates/negotiated

rates will be valid for the entire period of contract.

If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm (i.e. Partnership/ Pvt. Ltd./Public Ltd. etc.) and the tender shall be signed by a person or persons duly authorized to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

**Basis of Award of Contract: -**

The contract will be awarded based **on the total lowest cost quoted** and further negotiated value , if so.

**Contract period: -**

Contract will be valid for Twenty Four Months from the date of issue of work order.

**Earnest Money Deposit (EMD):- 35000/-**

**5.0 PREQUALIFICATION CRITERIA AND PRICE BID: -**

**PART-I –PREQUALIFICATION CRITERIA:** - The Tender is open to all eligible Tenderers, a tenderer must meet the Pre-qualification criteria as per Annexure-III. The Tenderer not meeting the **Pre-qualification** criteria shall be summarily rejected.

**Bidder shall submit duly signed and stamp copy of following documents along with you offer.**

1. Scanned copy of PROCESS COMPLIANCE FORM (Annexure – I) printed on bidder's letter head with duly filled, signed & stamped by appropriate authority.
2. Scanned copy of EMD payment receipt (Annexure-II) OR Scanned copy of valid NSIC certificate OR Scanned Copy of MSME Certificate if exempted for submission of EMD IF APPLICABLE.
3. Scanned copy of PRE-QUALIFICATION CRITERIA (Annexure –III) duly filled, signed & stamped by appropriate authority. Submit scanned copy of supporting documents against pre-qualification such as Work Orders, Completion certificates, Turnover, Bank solvency, PF No, ESIC No, PAN No, GST certificate, Udyam / NSIC certificate if registered MSME (All documents related to PQC shall be in the name of the bidder's firm).
4. Scanned copies of dully filled signed & stamped by appropriate authority of "General information" (Annexure-IV), "Terms and Conditions" (Annexure-V).
5. Scanned copy of UNDERTAKING (Annexure – VII) printed on bidder's letter head with duly filled, signed & stamped by appropriate authority.
6. Scanned copy of NIT dully signed & stamped by appropriate authority as a token of

acceptance of all terms and conditions of NIT.

## **PART-II PRICE BID**

Price Bid i.e. mode of quotation (Annexure - VI) given with tender to be uploaded after filling all relevant information like flat rate amount (Rs.), unit rate in (Rs./unit) and unit rate amount (Rs.) in price break up format separately. The priced break up 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 sheet (file) will not be accepted). Tenderer has to quote for all the vehicle types & each component of price bid. The rates quoted by the tenderer shall be inclusive of all cost & all taxes etc.

Please note that lowest bidder (L1) will be decided on over all lowest quoted price. Vendor should quote prices and price break up sheet separately only, offers indicating **rates anywhere else (scanned documents in PART-I Technical bid) shall be liable for rejection.**

### **6.0 Amendment to Tender document/NIT**

Before the last date of submission of tenders, RCF may modify the tender document by issuing Addendum. Any addendum so issued shall be part of the tender documents as well as contract documents. To give prospective Tenderers reasonable time to take an Addendum in to account in preparing their tenders, RCF may extend the date of submission of tenders, if necessary.

**Language of the Tender** –All documents relating to the tenders shall be in English language, unless stated otherwise.

### **7.0 RCF reserves the rights**

To accept or reject any/ all bids without assigning any reasons.

To split up the work among two or more Tenders.

To reject the tender in case of unreasonable quoted rates.

To reject any or all the tenders without assigning any reason thereof.

The following tenders are liable for summarily rejected-

Tender submitted by tenderer who resort to canvassing. Tenders which do not fulfill all or any of the conditions laid down in the Tenderer Documents or are incomplete in any respect.

Tenders which contain uncalled remarks and alternative / additional Conditions.

## 8.0 Scope of Work: -

1. The tenderer shall have to provide following “T” mark vehicles on MONTHLY BASIS. The following numbers of cars/vehicles, trips, KM, HRS etc. are indicative and may vary depending on requirement or actual need of RCF. RCF does not guarantee the quantum of the volume of the work as mention in scope of work.

<b>MODE OF QUOTATION</b>					
<b>(Rates to be quoted against individual items as per the below mentioned format only)</b>					
<b>Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios or equivalent Car as per GeM (Non AC/AC) on Monthly basis for two years.</b>					
<b>Sr. No</b>	<b>Particulars</b>	<b>Unit OF Measurement</b>	<b>Estimated usage for two years</b>	<b>Rate (Rs./Unit of Measurement) Without GST</b>	<b>Amount (Rs. ) for Estimated usage of 2 years</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F= (D x E)</b>
1	a) <b>Fixed charges (Lump sum) per month for Providing Vehicle 1,500 Km. for 12 Hrs, duty and running 1,500 Km NON A.C.</b>	Per month	<b>24 Months</b>		
2	b) <b>Rates for per KM for additional KM run over and above 1,500 KMs (Non AC) 750 KMs per month (18,000 KMs for two years ) (with Non AC use)</b>	Per Km	<b>18000 kms.</b>		
3	c) <b>Rates per KM for additional KM run over and above 1,500 KMs (AC) 750 KMs per month (18,000 KMs for two years ) (with AC use)</b>	Per Km	<b>18000 kms.</b>		
4	d) <b>Outstation allowance in case of vehicle runs beyond territory of Area Office District (Maximum 10 Days per month) (240 days for two years)</b>	Per Day	<b>240 days</b>		
5	e) <b>Night halt charges per night if the vehicle is used for outstation trip with night halt (Maximum 12 nights per month, 288 for two years)</b>	Per Halt/Trip	<b>288 Halts</b>		
6	<b>Total Amount (Rs.) without GST for 1 Vehicle (Non AC) &amp; (AC) for 2 years (Total of 1+2+3+4+5)</b>				
7	GST AMOUNT IN RS. i.e. GST (%) (Under FCM 12% or Under RCM 5%)				
	<b>Total Cost of Vehicle including all other taxes and including GST (i.e. total of 6 +7)</b>				
	Total Cost of Vehicle including all other taxes and including GST (Rs. in words)				

- The Mobile phone should be provided to driver, even the driver is changed.

- It will be binding on the Contractor to replace the defective vehicle as and when required.
- The vehicles provided by the Contractor shall be in sound conditions and has to be registered as “T” mark vehicle with RTO Authorities Maharashtra. Vehicle other than “T” mark will not be permitted.
- Contractor will hand over minimum Rs.1000/- (Rupee One Thousand) to the driver before reporting for duty to meet any unforeseen emergency expenditures towards repairs or purchase of fuel /oil, toll, parking payments etc.
- The duty hours and distance shall be considered from starting and ending point of the destination of duty allotted.
- The vehicle should be road worthy in all respect for operation in accordance with Motor Vehicle Act and rules made there-under by the State and existing laws as applicable from time to time. Contractor shall be responsible for the consequences whatsoever on account of any lapse in this regards.
- Contractor shall have to provide the vehicles with experienced Driver with Transport License. The Contractor shall have to ensure that the drivers attend duty in a proper and clean uniform at all the times and ready to go for any outstation duty. The boarding/lodging for the drivers shall have to be arranged by the Contractor.
- The sufficient Diesel/Oil will have to be supplied by the Contractor before the vehicles report on duty.
- In case of breakdown of “T” vehicles, the Contractor shall have to make immediate arrangement to provide a vehicle of the same make or higher make. In case Contractor fails to provide alternate arrangements, the entire traveling expenses will be at Contractor's cost and the same will be recovered from his monthly running bills/ Security Deposit.
- The Contractor shall be provided with approved log book / log sheet and he shall have to ensure that all entries are filled properly and signed by the user/users of the vehicle. There should not be over writing or scratching. It shall be responsibility of the Contractor / driver of the car to get the log book/log sheet filled from the user. The Contractor will ensure safe custody of log book/log sheet against each “T” vehicle as it need to be submitted along with the monthly bills.
- Contractor shall have to ensure that his drivers attached to the vehicle abide by the Security Rules and Regulations of the RCF and the Contractor will be responsible for any act of omission on the part of his drivers/employees. The Contractor shall also ensure that his employees behave properly with RCF Officials, visitors and authorized personnel. In case of misbehavior on the part of driver, the Contractor shall arrange for replacement of such Employees/ drivers immediately without demur.
- The drivers should not leave vehicle during duty hours without the permission of user officers. He should also not halt the vehicle while on duty at other than authorized places indicated by the users. The driver should wear uniform.
- Contractor shall obtain all licenses/permits at his cost, required for execution of this contract work, under relevant laws and shall maintain all such registers /records as required by such laws in force and will be coming into force from time to time and

display such information and notices as are required. Any information required by RCF for discharges of obligations under such laws shall be promptly furnished by the Contractor.

- The Contractor will be liable for all claims of damages, compensation, or expenses payable as a result of any accident or injury or death sustained by workmen employed by him or claims of damages of third party or human life or damage to any property which is liable to pay by rule, law or order of Govt. The expenses if any, incurred by RCF on this account will be adjusted, from any amount due from RCF to the Contractor. If any accident or injury or death is sustained by any worker of Contractor, the Contractor should immediately lodge FIR in nearest Police Station and inform to RCF the same in writing giving full particulars of the incidence. The Contractor will ensure that in case of accident the report is given to nearest Police station and injured persons are given medical treatment in nearby hospital. Contractor shall have a comprehensive Insurance Policy for the vehicle provided which shall also cover drivers of vehicle and passengers commuting in the vehicle, property and any third party under Insurance Policy. Further the sole responsibility for any legal or financial implication would be of the contractor.
- The Contractor will absolve RCF Ltd., from any claims of damages, compensation and he will be solely responsible for settlement of the same.
- All staff employed by the Contractor shall be the Contractor's employee for all intents and purposes

**9.0 CONTRACT PERIOD:** The contract will be awarded for the period of **24 Months** .

**10.0 RATES:** It is mandatory that the tenderer shall quote as specified in mode of quotation and rate should be quoted for all type of vehicles for all slabs. The incomplete quote will be rejected / not be considered.

**11.0 GST: Rate quoted by the tenderer shall be including GST.**

1. Services Accounting Code (SAC) shall be obtained for classification of services under GST for each and every line item for which enquiry has floated.
2. Contractor shall ensure timely submission of invoice (s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts /LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
3. 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).
4. 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.

5. 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.
6. 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.
7. 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.
8. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the 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 Contractor.
9. 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 Contractor shall be put under Holiday list as mentioned in the contract.
10. In case the short coming is not rectified by the Contractor and RCF ends up in reversal of credits and /or payments, Contractor is fully liable for making good/providing services all the loss incurred by RCF as a result of default.
11. Advance payments -- Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payment as per Contractual terms and GST provisions.
12. Anti-profiteering –Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
13. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or service and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
14. In case the GST rating of vendor on the GST portal /Govt. official website is negative / black listed, then the bids may be rejected by RCF. Further , in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF

shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF.

15. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch / completion of service from his end. Noncompliance of the same shall attract the penal clauses as may be reasonably decided RCF.
16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor/ contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.
17. Tenderer has to provide the GST Reg. No., Service Account Code (SAC No.) and Tax percentage.

## **12.0 ESCALATION / DE-ESCALATION OF RATES (DIESEL PRICE ADJUSTMENT) :-**

- a) Any increase or decrease in the prices of diesel rates will be adjusted on the basis of one liter = 16 km which means for every Rs. 2 of increase per liter in diesel price, one paise per KM will be allowed in case of increase and will be reduced in case of decrease in the Diesel price.

The rates will undergo change for increase/decrease in case of change in diesel rates beyond Rs. 2/- (Rupees Two Only) per liter on the basis of formula as specified below:

$$\text{Variation in rate per Kilometer} = \frac{P2 - P1}{A}$$

P1 = Base rate of Diesel (the current rate of Diesel is Rs.91.57 per liter (09.08.2024) and will be considered as a base rate.)

P2= Revised rate of Diesel

A= 16 km (per liter average of the vehicle assumed for the purpose of calculation)

The increase/decrease in fuel rate will be considered prospectively from first day of next month.

- b) Base Rate: the base rate is the simple average rate of Diesel of previous fortnight of the final last date of submission of Tender/date of e-RA/date of negotiation /date of final offer submitted by party whichever is later.

For Example

Final Last date of submission of tender is	Sept.	Simple Average diesel rate of 16-31 Aug. will be taken.
Final Last date of submission of tender is	Sept.	Simple Average diesel rate of 1-15 Sept. will be taken.

Any Cumulative increase/decrease in diesel rates will be given @ 1paise/ Rs. 2/- increase /decrease per liter in diesel price. Any cumulative increase/decrease in diesel price less than Rs. 2 per liter shall not be carried forward for adjustment with any future diesel price change. The adjustment will

be made with regard to the rate as on scheduled last date of submission of tender/price bid.

- c) Any cumulative increase or decrease in the price of diesel by less than Rs. 2 per litre shall not be considered under this clause.
- d) The diesel price considered for revision will be as under.
- (i) For movement made in first fortnight of a month, the diesel rate applicable will be simple average of diesel prices from 16<sup>th</sup> to last day of previous month.
- (ii) For movement made from 16<sup>th</sup> to last day of current month, the diesel price applicable will be simple average of first fifteen days of the month.

### **13.0 PAYMENT TERMS: -**

The contractor shall submit monthly bills in DUPLICATE within three working days after completion of month; payment will be paid by RCF within seven (07) days. For Add. Km /Hrs, Sundays and holidays etc. the bills within 15 days along with certification by respective user and with confirmation of salary given to drivers was made on or before 10<sup>th</sup> of that month and the payment by RCF shall be made within 15 days from the date of submission. The payment shall be released within 07 days from the date of receipts of bills. If the contractor fails to make payment of salary to drivers on or before 10<sup>th</sup> of every month, penalty shall be levied as per penalty clause.

The payment of car will be released to the contractor at the rates applicable to respective slabs (mileage & hours) based on running of "T" car.

**The Contractor shall submit the bills in the Office of RCF Ltd, Jai Babari Bhavan , Goyal House, Jafarjijin, Old cotton Market, Amravati-444601** and take necessary acknowledgement for the same. The bills submitted after period of one month from the date of use of the vehicle will only be entertained subject to having proper justification for delay and levying necessary penalty.

#### **13.01 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE:**

On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay **5% of contract value** in the form of DD/RTGS /NEFT ,security deposit (interest free) or Bank Guarantee as per RCF's format (Annexure XI). This Bank Guarantee will be valid for execution SD period + 6 months. 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 at **Annexure-XI**. The earnest money deposit will be forfeited in the case the above cited security deposit is not deposited to company within 14 days from the date of the acceptance of offer/ issue of intent.

#### **14.0 CONTRACTOR's OBLIGATIONS / PENALTIES: -**

Improper entries, overwriting, rubbing, correction in the log sheet without attestation by the concerned officer, entries without signature of the user officer will not be considered for payment.

1. The contractor shall always keep the "T" car fit in all respect for operation in accordance with Motor Vehicles Act, 1988 & Rules made there under by the States and existing laws as may be applicable and amended from time to time. All the valid Documents (Registration Certificate, Insurance Certificate, Tourist Permit, Fitness Certificate etc.) should be available in the Tourist Vehicles / with the driver during operation of the vehicle.
2. The contractor shall ensure that a spare wheel and proper tools are available in "T" car at all the time.
3. The speedometer and kilometer recorder must be maintained at a high standard of accuracy. Any defect noticed shall have to be rectified forthwith by the contractor.
4. If it is found that speedometer or kilometer recorder or both got tempered, it shall be considered serious offence and serious action shall be taken including termination of contract.
5. The vehicles shall report for duty with sufficient fuel and sufficient money with the driver for paying Toll Tax, Parking charges wherever necessary, failing which the vehicle will not be accepted for duty and will be treated as "absent" and penalty will be levied.
6. The contractor shall maintain the Tourist Vehicles in absolute working condition.
7. The contractor shall ensure that drivers deployed on the Tourist Vehicle shall have the following:
  - i) Valid tourist vehicle driving license.
  - ii) Do not report for duty under influence of alcohol or any narcotics,
8. The Contractor shall provide Mobile phone in working condition to his drivers.
9. The contractor shall ensure that the drivers do not exceed admissible speed limit and shall further insure that his crew is deployed on duty after adequate rest to avoid accident due to over fatigue. The contractor shall be solely responsible for violation of the above stipulation.

#### **15.0 PENALTIES**

The penalties as defined below will be levied and recovered from the bill of the contractor:

1. Non availability of vehicle at location: Rs. 200/- per occasion
  2. Non availability vehicle documents/fire extinguisher Rs. 200/- per occasion.
- If the contractor's work performance is found unsatisfactory and though repeated penalties are levied there is no improvement in the performance. RCF has an option to terminate the contract.

#### **16.0 EVALUATION OF OFFERS: -**

Offers will be evaluated on overall lowest basis inclusive of GST for all type of vehicles only after quoted value and further negotiation.

**17.0 Termination of Contract: -**

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 and forthwith forfeit the E.M.D. and/or Security Deposit and get the job done by third party in part or in full at the RISK & COST of the Contractor. RCF also retains an option of debarring / blacklisting the Contractor from participating in future tenders for specific period or permanently as may be decided by RCF Ltd. The payment for the work completed at the time of termination of contract shall be ascertained based on the job done by the Contractor as per the terms of the contract.

- The RCF may close the Contract at any time by giving 90 days' Notice.
- In case of non-compliance of any of the terms and conditions of the Contract, RCF reserves the right to terminate the Contract at any time without assigning any reason by giving Notice in writing and the Contractor shall not be entitled for any compensation, whatsoever, by reason of such termination and in that case the Security Deposit shall be forfeited.

**18.0 INCOME TAX : -**

Income Tax will be recovered at applicable rates from the payment made to contractor. Necessary Tax Deduction Certificates will be issued to the contractor.

**19.0 DISPUTES AND ARBITRATION: -**

In the event of any question, dispute or difference arising under the contract, the same shall be referred to the sole arbitration of a person appointed as the arbitrator by CMD, RCF. There will be no objection that the Arbitrator is in service of RCF that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matters 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 the 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 out-going Arbitrator in the manner aforesaid. The venue of Arbitration shall be at Mumbai.

**20.0 FORCE MAJEURE: -**

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 strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or sub-division thereof or because of any act of God, provided it shall promptly, 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.

In the event of indefinite delay, even if arising out of reasons due to force majeure, RCF shall have the right at their discretion to cancel the order or part of the work order without any liability on their part to make any payment to the Contractor, while reserving the right to claim refund of any payment if advanced or paid to the Contractor.

#### **PAYMENT OF WAGE AND OTHER BENEFITS:-**

**The Contractor should comply the latest Minimum Wages Act for payment for their labours and should abide by below Standard Terms and Conditions (1 to 19) and General Standard terms and Conditions (1 to 30) for payment of Wages towards their labours.**

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 rise in the VDA / Special Allowance has to be paid to their labours, further if there is any revision in the Minimum Wages same shall be paid.

Contractor shall comply PF & ESIC statutory requirement as per Act in force. The first running bill will be released without submission of PF & ESIC challans; however, the same have to be submitted along with subsequent monthly running bill.

#### **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 paid with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

3. Please note that the rates and the statutory estimated prices must be including of Contractors Service Charges and the applicable taxes.

In other words, 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. 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.

6. The Contractor should abide by all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, Service Charges, all kinds of taxes etc.

7. 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.

8. 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.
9. The Contractor must submit following documents:
- 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.
  - 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 submitted to RCF 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.
10. 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.
11. It is mandatory on the part of Contractor to pay 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.
12. Submission of Corporate Governance Certificate about Compliance of all Labour Laws if applicable:

Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary

Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers

engaged at 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.

13. Weekly Off/Holiday:

All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October) as paid Holidays and also Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.

14. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.

15. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.

16. 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 if required.

17. 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.

18. 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.

19. The following actions are needed to be followed by the Contractors wherever applicable.

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

ACCOUNT NO.	EMPLOYER'S SHARE		EMPLOYEES SHARE	
	(12%)		(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	<b>13 %</b>		<b>12%</b>	
TOTAL			<b>25 %</b>	

Receipt copies of the challans should be submitted by contractor to the HR Dept. every month before 25<sup>th</sup> through Executive Dept. Also, every month contractor should submit copy of ECR in respect to PF, ESI, P. Tax & LWF, etc. and documents as per check list provided by the HR Dept. 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 STATE LABOUR ACT & PROFESSIONAL TAX 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 againstRCF.

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 and then only concurrence of NIT/Work order will be done by HR.

07. The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.
- During continuance of the Contract, the Contractor and his sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
  - The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.
  - Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
  - Some of the major laws applicable and the compliance is to be made are given below:
    1. Contract Labour (R&A) Act, 1970
    2. Employees State Insurance Act, 1948
    3. Employees Provident Fund & Misc.Provisions Act, 1952
    4. Minimum Wages Act, 1948
    5. Payment of Wages Act, 1936
    6. Maternity Benefit Act, 1961
    7. Employees Compensation Act, 1923
    8. Factories Act, 1948
    9. Payment of Bonus Act, 1965
    10. The State Labour Welfare Fund Act
    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. The statutory rise shall consist of rise in PF & ESI contribution. Further, which also consist of revision of minimum wages (Basic Wage) and enhancement of limit of Bonus. However, it does not include, the payment of variable DA and Special Allowance.

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

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

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

#### **11.4 WEEKLY OFF**

The workers must be given weekly off as admissible.

#### **11.5 NATIONAL HOLIDAYS**

Three National Holidays:

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

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

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

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

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

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

Person below the age of 18 should not be employed.

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

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

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

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

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

## **15. GENERAL TERMS**

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) Contractor should complete the work as assigned during his contract period.
- d) Contractor should regulate the conditions of employment of his employees/ contract labour.
- e) Contractor shall keep adequate no. of strength and contractors' services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- g) All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should 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 **5% 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 24 Months.

**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 up-to 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 reserves 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 require to maintain following Registers/ Records.

- i) Muster Roll OR Muster-Cum-Wage Register
- ii) Register of Wages
- iii) Issue Wage Slips to the workers at least 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. Employees state insurance Act 1948**

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

**PROCESS COMPLIANCE FORM**

(Tenderers are required to print this on their company's letter head and sign, stamp and upload the same in tender along with other documents)

To,

**RCF Ltd, Jai Babari Bhavan,  
Goyal House, Jafarjijin,  
Old cotton Market, Amravati-444601**

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

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.:

RCF/MKTG/AMT/TAXI/2024-25

We hereby confirm the following –

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

With regards

Signature with company seal Name –

Company / Organization – Designation within Company / Organization –E-mail Id:

Tel no/Mobile:

**ANNEXURE- II**

**EARNEST MONEY DEPOSIT (EMD) : Rs. 35000/-**

E.M.D. –Scanned copy of EMD submitted to be uploaded

**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 : STATE BANK OF INDIA  
Branch : Shyam Chowk ,Amravati  
Branch Code : 00311  
IFSC Code : SBIN0000311  
A/c No. : 00000011092399572

**BANK & BRANCH NAME** \_\_\_\_\_

**NEFT /UTR No** \_\_\_\_\_

**Date of NEFT/UTR** \_\_\_\_\_

**OR**

**Upload the Valid NSIC CERTIFICATE or MSME with UDYAM Registration 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 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)**

**ANNEXURE- III**

**PRE-QUALIFICATION DETAILS**

**(NOTE:** Please fill the details in front of each criteria mentioned below and upload this Annexure). Please upload signed & stamped copies of supporting documents. Incomplete form or non-submission of documents to verify details may result into rejection of your offer, no communication shall be done for submission of documents)

**NAME OF BIDDER:** .....

Sr. No.	Pre-qualification Criteria		
1	EMD: Submit scan copy of EMD amount deposited or Valid NSIC certificate or MSE Certificate with Udhaym registration no. for Exemption of EMD	Non-MSE- Rs. 35000/- & for MSE Exempted (subject to submission of MSE Udhaym certificate)	
2	W.O. Experience of having successfully completed Similar work like renting of cars (WO & completion certificates must be enclosed) during last seven years from the date of tender satisfying minimum one criteria mentioned below: a. Criteria 1: One WO, of similar completed work costing not less <b>for non MSE Rs. 11.20 Lakhs and for MSE Rs.8.40 Lakhs.</b> b. Criteria 2: Two WO's, of similar completed works costing not less <b>for non MSE Rs. 7.00 Lakhs and for MSE Rs. 5.25 Lakhs</b> c. Criteria 3: Three WO's, of similar completed works costing not less <b>for non MSE Rs.5.60 Lakhs and for MSE Rs. 4.20 lakhs.</b> (Fill details as per any one criteria mentioned above i.e. a or b or c and submit WO copies & Completion certificates in packet 3 for verification )		
	Sr.	WO No. & Date	PO Value (Rs.)
	1		
	2		
	3		
	4		
3	Average Annual Turnover of last 3 years ending 31 <sup>st</sup> March of preceding year ( 30% of estimated contract value min. <b>Rs. 4.20 Lakhs for Non MSE</b> and <b>Min. Rs. 3.150 lakhs for MSE</b> )  (Please submit Turnover Certificate issued by your CA for successive three Financial years not before 2019-20)		
	Sr.	Financial Year	Amount ( Rs. )
	1	2021-22	
	2	2022-23	
	3	2023-24	
		Average Turnover for 3years =	

4	Financial Soundness : CA Certificate with UDIN , indicating Net worth of last successive three years ending 31 <sup>st</sup> March of the previous year.	Audited Annual report / CA certificate to be submitted
5	GST Registration No: If not available , then declaration as per Annexure VIII of NIT	
6	PAN No: PAN No is in the Name of : Address of Firm as per PAN :	
7	“Commercial Taxi (T Mark) passing certificate in the own name of (Contractor / operator) for vehicles specified category as per NIT. Vehicles registration should be from year 2020 onwards	<b>Copy to be submitted /Not submitted</b>
8	Owner Vehicle RC Book, Valid Vehicle Insurance and RTO Tax receipt- <b>Submitted /Not Submitted</b>	
9	Tenderer shall have to submit declaration in respect that their party/ firm is not blacklisted during the last three years or kept on holiday for certain period by any Pvt. Firm/ Govt. Organization (Annex-VII): <b>Yes/no</b>	
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Mere fulfillment of above eligibility criteria will not automatically ensure vendor’s qualification / shortlisting for the job and RCF decision on this matter will be final &amp; binding.</li> <li>2. Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order &amp; Bank statement indicating the amount deposited from end user against submitted certified invoice.</li> <li>3. For experience other than Govt. depts., statutory bodies, Central or State level PSUs, bidder shall have to submit Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order &amp; Bank statement indicating the amount deposited from end user against submitted certified invoice.</li> </ol> <p style="text-align: right;"><b>SIGNATURE WITH STAMP</b></p>		

**ANNEXURE-IV**

(Bidder must upload completely filled below format)

<b>I-GENERAL INFORMATION DETAILS</b>	
1. Name of Bidder	
2. Address of the Firm	
3. Office Tel. No/contact no.	
4. e- mail ID	
5. Year of Establishment	
6. Constitution of the Firm: Proprietorship/Partnership/pvt. Ltd. /Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e. Partnership deed Memorandum/Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	(Enclose certified copies of documents)
7. Name of the Contact person	
8. Telephone No. of contact person	
9. Name & designation of Authorized signatory	Authorized Person : __ Submit Authorization letter.
<b>II-INFRASTRUCTURE DETAILS</b>	
10. Total No. of persons employed	
11. No. of Branch Offices with details of address, telephone No., FAX No. etc	
12. No. of taxi owned. (if any)	
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.	
<b>(Signature &amp; Seal of Proprietor / Authorized Signatory)</b>	

**ANNEXURE-V**

TERMS & CONDITIONS

<b>(KINDLY FILL THIS SHEET AND UPLOAD)</b>		
<b>BIDDER'S NAME:</b>		
<b>NOTE:</b> Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.		
<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put $\surd$ in front of your confirmation)
1	<b>SCOPE OF WORK AS PER NIT</b>	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
2	<b>PAYMENT TERMS</b>	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
3	<b>PENALTY CLAUSE</b>	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
3	<b>SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE:</b> On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay <b>5% of contract value</b> in the form of DD/RTGS /NEFT ,security deposit (interest free) or Bank Guarantee as per RCF's format (Annexure XI). This Bank Guarantee will be valid for execution SD period + 6 months. 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 at <b>Annexure-XI</b> . The earnest money deposit will be forfeited in the case the above cited security deposit is not deposited to company within 14 days from the date of the acceptance of offer/ issue of intent.	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
4	<b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
5	<b>STATUTORY VARIATIONS:</b> ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF'S ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>

6	WHETHER THE PARTY IS MSME UNDER MICRO/SMALL/MEDIUM ENTERPRISES ACT 2006 (PLEASE FURNISH THE PROOF)	YES	<input type="checkbox"/>
		NO	<input type="checkbox"/>
7	WHETHER THE <b>PROPERITOR</b> OF “ <b>MSME</b> ” ENTERPRISE IS FROM <b>SC/ST</b> CATEGORY (PLEASE ATTACH CAST CERTIFICATE ISSUED BY COMPETANT AUTHORITY)	YES	<input type="checkbox"/>
		NO	<input type="checkbox"/>
8	<b>TENDER CONDITIONS AND SPECIAL CONDITIONS IF ANY:</b> THE BIDDER HAS READ EACH PAGE OF TENDER DOCUMENT, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF TENDER DOCUMENT. (DEEMED AS SIGNED THE TENDER DOCUMENT)	Agreed	<input type="checkbox"/>
		Disagreed	<input type="checkbox"/>
9	<b>All terms and conditions of NIT</b>	Agreed	<input type="checkbox"/>
		Disagreed	<input type="checkbox"/>
<b>SIGNATURE WITH STAMP</b>			

**ANNEXURE- VI**

<b>MODE OF QUOTATION</b>					
<b>(Rates to be quoted against individual items as per the below mentioned format only)</b>					
<b>Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios or equivalent Car as per GeM (Non AC/AC) on Monthly basis for two years.</b>					
<b>Sr. No.</b>	<b>Particulars</b>	<b>Unit OF Measurement</b>	<b>Estimated usage for two years</b>	<b>Rate (Rs./Unit of Measurement) Without GST</b>	<b>Amount (Rs. ) for Estimated usage of 2 years</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F= (D x E)</b>
1	a) <b>Fixed charges (Lump sum) per month for Providing Vehicle 1,500 Km. for 12 Hrs, duty and running 1,500 Km NON A.C.</b>	Per month	<b>24 Months</b>		
2	b) <b>Rates for per KM for additional KM run over and above 1,500 KMs (Non AC) 750 KMs per month (18,000 KMs for two years ) (with Non AC use)</b>	Per Km	<b>18000 kms.</b>		
3	c) <b>Rates per KM for additional KM run over and above 1,500 KMs (AC) 750 KMs per month (18,000 KMs for two years ) (with AC use)</b>	Per Km	<b>18000 kms.</b>		
4	d) <b>Outstation allowance in case of vehicle runs beyond territory of Area Office District (Maximum 10 Days per month) (240 days for two years)</b>	Per Day	<b>240 days</b>		
5	e) <b>Night halt charges per night if the vehicle is used for outstation trip with night halt (Maximum 12 nights, 288 for two years)</b>	Per Halt/Trip	<b>288 Halts</b>		
6	<b>Total Amount (Rs.) without GST for 1 Vehicle (Non AC) &amp; (AC) for 2 years (Total of 1+2+3+4+5)</b>				
7	<b>GST AMOUNT IN RS. i.e. GST (%) (Under FCM 12% or Under RCM 5%)</b>				
	<b>Total Cost of Vehicle including all other taxes and including GST (i.e. total of 6 +7)</b>				
	Total Cost of Vehicle including all other taxes and including GST (Rs. in words)				

**\*Mandatory to be filled.**

**NOTES :-**

1. Kindly read all the pages of NIT & special conditions before quoting for this work. The Party shall visit the site before quoting to access the quantum and nature of the job.
2. **Tenderer has to quote for all the vehicle types & each component of price bid. The rates quoted by the tenderer shall be inclusive of all cost & all taxes etc.**
3. Contract shall be awarded on LOWEST TENDER BASIS to the Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.
4. The bid will be evaluated on the lowest total basis quoted rates with GST.
5. Price Bid i.e. mode of quotation (Annexure - VI) given with tender to be uploaded in PDF format after filling all relevant information like flat rate amount (Rs.), unit rate in (Rs./unit) and unit rate amount (Rs.) in price break up format separately. **The priced break up 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 sheet (file) will not be accepted).**

Sign and Stamp/SEAL of tenderer

**ANNEXURE-VII**

To,

**RCF Ltd,**

**Jai Babari Bhavan , Goyal House, Jafarjijin, Old cotton Market, Amravati-  
444601 DECLARATION**

“We herewith submit our Declaration that our firm **is not blacklisted during last three years or kept on holiday for certain period by** any Private firm/ Govt. Organization”.

(Authorized Signatory)

Seal

Date:-

**PLZ. NOTE:** The Indemnity Bond is required if the turn-over of the party is below 20 lakhs (threshold limit for registration under GST) during the preceding financial year.

**INDEMNITY BOND - On Rs. 500/- Stamp Paper.**

THE DEED OF INDEMNITY is made on \_\_\_ day of \_\_\_ 2023 between M/s. \_\_\_\_\_ (hereinafter referred to as party of first part) and M/s. Rashtriya Chemicals and Fertilizers Limited, a Public Sector Undertaking having its Registered Office at Mumbai (hereinafter referred to as PSU of other part).

**WHEREAS**

1. The party of First part has participated in Tender for providing Office Premises floated by PSU of Other part.

2. The party of First part has claimed that aggregate value of services in preceding financial year has not crossed the threshold limit as prescribed under the GST laws during the preceding financial year and therefore they are not liable to pay GST on the activity undertaken by them.

3. The party of First part hereby undertakes to indemnify party of second part from any liability or any penal action or financial loss occurring on account of the said declaration shall be made good by the party of First part.

4. The party of First part also undertake and indemnify part of Second part for the cost of litigation if any on account of such declaration which is found to be incorrect subsequently.

IN WITNESS WHEREOF THE PARTY OF First part has put his hand Dated the day and year first mentioned hereinabove.

Signed and delivered by the Within named party of First part 1.

In the presence of .....

1.

2.

Signed and delivered by the Within named party of second part 1.

In the presence of

1.

2.

**GST Norms**

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s)/**Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST 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.

**ANNEXURE-X**

**FORMAT BANK GUARANTEE.**

- \* **BANK GUARANTEE - The Bank shall be selected from RCF's approved List of banks.**
  - \* **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.**
- 

**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 '**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 deposit in lieu of the said **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 No. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **RCF** on the said 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 **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 **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 **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 **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 **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 **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 **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 **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 **Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **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.

1. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) \_\_\_\_\_.
8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Contractor** or the provision of the contract between **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 (Marketing Finance) ,Rashtriya Chemicals and Fertilizers Limited, 8<sup>th</sup> Floor, Marketing division, Priyadarshini Bldg., E.E. Highway, Sion-Mumbai 400 022. INDIA.
10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
11. We, \_\_\_\_\_ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

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

Yours faithfully,

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

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

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

**A)- STATE BANK OF INDIA AND IT'S ASSOCIATE BANKS:**

1. State Bank of India,
2. State Bank of Bikaner & Jaipur,
3. State Bank of Hyderabad,
4. State Bank of Indore,
5. State Bank of Mysore,
6. State Bank of Patiala,
7. State Bank of Saurashtra,
8. State Bank of Travancore.

**B)- NATIONALISED BANKS:**

1. Allahabad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

**C)- OTHER BANKS:**

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,

**D) - FOREIGN BANKS:**

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank
14. Standard Chartered Bank
15. - **PRIVATE SECTOR BANKS:** 1. Axis Bank Ltd., 2. Housing Development Finance Corporation Ltd., (HDFC) 3. ICICI Bank Limited, 4. IDBI Bank Limited,

**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.

## **ANNEXURE-XIII**

### **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. Women owned MSEs ( i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must additionally submit certificate from any of the following:

- Aadhar Udyog Memorandum
- National Small Industries Corporation (NSIC)
- Certificate /document mentioning women as owner of MSE

iv. 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.

v. 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 18% 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 balance18% with other non-SC/ST MSE bidders.

In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women 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 GeM Portal
- 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.**

Note:

- i) The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders / agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.
- ii) Bidders registered under the “services” category shall not be considered for supply of material/stores.

## ANNEXURE –XIV

### Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM

No.- 6/18/2019-PPD dated 23<sup>rd</sup> July 2020) -

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