



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

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

Phone: 00 91 22 2552 2458 / 2063

NOTICE INVITING TENDER FOR- Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit.

TENDER NO: **GEM- CC/MES/BMH/110/L/2425/616**

Website for bid Submission: <https://gem.gov.in>

KINDLY NOTE THAT ONLY OFFER THROUGH GeM WILL BE CONSIDERED AGAINST THIS TENDER

Bidders shall visit the site at bidder's own responsibility and risk & at own cost between 9.00 a.m. to 4.00 p.m. on any of the working day to assess the quantum of job & site conditions and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

The pre-bid meeting with RCF scheduled as per time mentioned on GEM Bid document, in the Administrative Building, CC Dept. RCF Chembur, for discussions & clarifications if any regarding the subject tender. Interested bidders who wish to attend the pre-bid meeting shall email their contact details to the below mentioned officers at least one day in advance. No further requests for rescheduling of meeting date/time shall be entertained.

No verbal and / or telephonic queries and clarifications will be entertained by the RCF. All queries and clarifications are to be addressed to following E-mail id.

Contacts:

- 1) GeM Helpline Number: 1800-419-3436
- 2) Mr. NandKumar Ukey (Tel:+91 22 2552 2143), E-Mail: nwukey@rcfltd.com
- 3) Mr. Anup Dahule (Tel:+91 22 2552 2796), E-Mail: aadahule@rcfltd.com

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE
www.rcfltd.com / <https://gem.gov.in> IN FUTURE.

INSTRUCTIONS FOR BIDDERS

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

1.01 **AWARD OF CONTRACT:** Contract shall be awarded on OVERALL **LOWEST TENDER BASIS** to the Vendor/Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.

- a) Bid Evaluation shall be carried out on Lumpsum Basis only.
- b) Bidder shall quoted Grand total Lumpsum price including all applicable taxes & duties for complete items/jobs
- c) You Are Requested to Upload the Format for Price Breakup in of the Lumpsum Offering as per attached format in GeM portal.
- d) Bidder shall ensure that the quoted price is inclusive of GST and all other charges. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.

WO will be placed on Overall Lowest tender basis. Negotiations if required after financial bid opening with the L1 bidder shall be carried out at the sole discretion of RCF.

The bidder shall thoroughly go through the scope of work, visit the site if required to properly understand the various jobs involved before submitting the quotation.

1.02 **EARNEST MONEY DEPOSIT (EMD)** for Rs.3,00,000/- is to be deposited as per following instructions, EMD other than below mentioned format shall not be considered:

"EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD please log on to <http://www.rcfild.com> and then go to 'Portal' and 'EMD payments'.

For any help refer to Help Menu which is available on Login or SIGNUP Screen. For any help, contact on helpline number 022- 2552 2561 (10.00 a.m. to 5.00 p.m.). **EMD amount will not carry any interest.**

SPECIAL NOTE:

- **Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained.**
- **If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order the Earnest Money is liable to be forfeited.**

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

All MSE bidders shall register/declare their UDYAM Number on GEM Portal and copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012

MSEs: Preference for MSEs:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference clause shall be applicable to MSEs bidders as In line with GeM.

All MSE bidders shall select purchase preference on GeM portal (if applicable) for availing facility of Purchase preference and register/declare their UDYAM Number on GeM Portal copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012.

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

Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party only for the period of 1 year.

1.05 BIDDER SHALL SUBMIT DULY SIGNED AND STAMP COPY OF FOLLOWING DOCUMENTS ALONG WITH YOUR OFFER.

1	Signed copy of Technical Bid / SOW AND HSE Requirement (Annexure-I-II).
2	Signed copy of "Commercial Terms & Conditions" (Annexure-III).
3	Scanned copy of "Credentials & Eligibility Criteria" with complete information as required by RCF (Annexure-IV).
4	Copy of PAN NO., GSTN No, ESIC & PF Certificates as per Credentials & Eligibility Criteria
5	Scanned copy of "Turnover certificate" as per Credentials & Eligibility Criteria
6	Scanned copy of "Net Worth certificate for Financial Soundness" as per Credentials and Eligibility Criteria.
7	Scanned copy of "PO/WO copies" as per Credentials & Eligibility Criteria & Other documents as per Start-up Clause (Annexure-IV & Annexure-IVA)
8	Signed copy of "Terms and Conditions related GST clause, Disciplinary Clauses and Statutory / Mandatory Clauses"
9	Signed copy of INTEGRITY PACT - Annexure-B
10	Signed copy of Annexure-A-I –A-II. i.e. "INSTRUCTIONS TO MSE VENDORS, TrEDS.
11	Scanned copy of EMD payment Slip/valid MSE Certificate and MII AND Land Border Declaration.

CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

It is mandatory that character & antecedent's verification must be made of each & every contract labours prior to giving permission to enter inside RCF factory premises. Vendor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card of that particular labour. Under special circumstances, a second 15-day temporary permission can be granted but this is at the sole discretion of RCF, as it is presumed that PVC is issued within 15 days from the date of on-line application. No further temporary permission shall be given after the 2nd time.

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

TECHNICAL BID/ SCOPE OF WORK

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical bid in GeM-Tender)

SUB. :- Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit.

Brief description of Job:

This is Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants inside the factory premises of RCF Trombay Unit. Bidders/Contractors should have facilities with adequate experience and resources for the tender. The contract period is for 1 year.

SCOPE OF WORK

A. Scope of work, but not limited to the following:

- 1.1 In Trombay Unit, production of complex fertilizers (N:P:K-15:15:15) and Urea fertilizers are carried out. During the bagging & dispatch of above fertilizer products, spillage has been generated due to different operational aspects. This spillage need to be recycled, re-bagged and dispatched in the respective bagging plants.
- 1.2 The scope of work for this contract is to carry out the above mentioned jobs in all the bagging plants of Trombay Unit. It will be mandatory for the successful tenderer to engage registered workers of Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay (Mathadis), working at RCF site to carry out the subject mentioned jobs (Refer SOW for details).
- 1.3 The following activities shall be part of the scope of work, (Note: The tenderers may kindly note that the below list is inclusive only, not exhaustive and contractor shall be required to carry-out any other affiliated activities that pertains to subject job):
 - a) **Spillage collection & Shifting of collected bags to designated place:** The spilled fertilizer material will be of two types:-
 - i. Filled complex and urea fertilizer bags, which are damaged during bagging operations and
 - ii. Loose complex and urea fertilizers product.

The above products are lying around Suphala Bagging Plant, ANP bagging plant and Urea Bagging Plant surrounding areas (includes loading platform, bagging floor, railway lines, weighing floor, Silo, transfer towers, below conveyor gantries, etc). Both the above products i.e NPK & Urea, are to be handled separately. Utmost care is to be taken to avoid mixing of different products.

The collected filled fertilizer bags which are damaged during bagging operations are to be transferred and emptied out to designated place as per the RCF Officer instructions using revolving trolley. However, the loose off-spec fertilizers are to be collected and filled in empty used bags provided by RCF, comprising of 25Kg. The collected bags of off-spec fertilizer products are to be transferred and emptied out directly to the designated place from the respective bagging plants onto revolving trolley provided and as per the instructions of RCF site in-charge/officer.

It is to be ensured that there will be no spillage/leakages of fertilizer products during loading and shifting activity. In case of any spillage/leakages during any of the above mentioned activity, the same shall be collected/reclaimed immediately. Payment shall be made only for the actual quantum of job carried out by contractor, subject to certification of the same by RCF Engineer/Manager.

b) Weighment of Sample fertilizer bags in Suphala Bagging Plant :

In Suphala bagging plant and on hourly basis, the sample fertilizer bags are to be collected from every slat,

weigh on the respective weighing scales and loading of weighed bags again on conveyor belt for dispatch. Payment shall be made on the actual quantum of job carried out by contractor and certification of the same by RCF Engineer/Manager.

c) Loading of spilled fertilizer bags on conveyor belts in all Bagging Plants :

The fertilizer bags spilled from conveyor belts on gantry and floor during transfer from bagging slat to loading point. These spilled bags are to be inspected and good condition bags are to be lifted from gantry or bagging/loading floors and are to be loaded again on conveyor belts in the respective bagging plants. The bad condition bags are to be lifted and transferred from the respective bagging plants to designated place as per instruction of RCF site in-charge/officer by using revolving trolley provided by RCF. Payment shall be made on the actual quantum of job carried out by contractor and certification of the same by RCF Engineer/Manager.

2. The contractor shall ensure that sufficient number of mathadi workers are designated and deputed in every shifts in each bagging plants to carry out the above mentioned jobs as per Scope of work.

3. All the issues related to workers (including the Payments of workers) of Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay (Mathadis) allotted to the contractor shall be in the scope of the contractor. Any compensation/unrest due to variation in execution of above jobs or stoppage has to be handled/managed by the contractor only. Under no circumstances shall the contractor hold RCF responsible for any the allotted mathadi related issues.

4. In addition to the wages, the mathadis have to be paid certain perquisites including washing allowance, weekly off allowances etc. The details of wages and other compensation/perquisites should be obtained by the tenderers from the Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay's office. The existing rates (as on 2024) for item no 1 are Rs.701.91 PMT (Excl Levy), Item no 2 – Rs.7.33 Per Bag (Excl Levy) & item no 3 is Rs 146.05 PMT (Excl Levy). Any rise in the wages, loading rates and perquisites/ compensation of the mathadis working under Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay's office, during the above subject contract period shall be borne by the contractor. Under no circumstances, the contractor shall hold RCF responsible for any mathadi related issues. However perquisites like washing allowance & weekly off allowances will be reimbursed to the contractor by RCF or refunded to RCF by contractor (as the case may be) after payment made by contractor to mathadi board on actual pro rata basis, subject to submission of relevant bills with required supportive documents and approved by B&MH and HR Dept.

5. RCF will provide welfare with fans, lights, drinking water, washing area and toilets for the mathadis. The contractor shall be responsible for arranging all other welfare items/activities.

6. The contractor shall be given 15 days from the date of issue of work order to mobilize the resources and the performance of the contractor will be reviewed periodically. Thus, the tenderers will be deemed to have made themselves aware of the physical working condition, etc. by inspecting the site before submitting their offer and no complaint/claim in this regard will be entertained by RCF after the submission of the tender/bid.

7. The contractor has to deploy **minimum 66 nos.** mathadi workers per day of the total 92 nos., covering in all the shifts in bagging plant of Trombay Unit for the purpose of above mentioned jobs. The balance 26 nos. of mathadi workers are to be made available for above mentioned jobs on rotation basis. The responsibility of making and monitoring of rotation schedule will be done by contractor through mathadi board. The **minimum 66 nos.** mathadi workers present per day in all the bagging plants also includes mathadis on their respective weekly offs. The contractor has to maintain minimum required strength of mathadi workers. The contractor has to arrange the mathadi workers against their weekly offs and absentism. The payment will be done based on the activity rates carried out along with minimum required strength of mathadi workers i.e. 66nos and actual quantum of job

carried out by contractor and certified by RCF Engineer/Manager.

B. PENALTY:

Bagging and dispatch of fertilizer product is a continuous process and thus the contractor should ensure that there will be no excess piled up jobs in any of the bagging plants, which may create limitation to bagging and loading at site. The contractor shall be held responsible, if there will be any limitation to bagging/dispatch or piled up quantity of jobs along with non-performance or non-execution of jobs and shall be penalized on pro rata basis.

C. Payment Terms:

The bills will be made on monthly basis and submitted for payment to OM/DGM(B&MH). Payment will be made on the 30th day from submission of complete bill in all aspects and along with required supporting documents, to OM/DGM(B&MH). All payments will be made through ECS. Invoice should be submitted in triplicate mentioning the required supportive documents along with PAN No. & GST Tax No.

D. WORK RELATED CONDITIONS:

The contractor shall have to make his own arrangements as required for execution of jobs and provide all necessary equipment, vehicles, tools, tackles etc. RCF shall permit the Contractor's labour, vehicles etc., to be brought within the premises for the job purpose, subject to Security Regulations. Beyond this, RCF shall not render any assistance whatsoever.

E. STATUTORY CLAUSES

- 1.1 There are 92 No. of workers of Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay. **The successful tenderer will have to engage the registered workers only.** Successful tenderers must obtain/produce Registration No., as "Registered Employer" from the concerned Statutory Board of the Govt. of Maharashtra constituted under the provisions of Maharashtra Mathadi Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969. Contractors are allowed to engage only registered Mathadi workers allotted to him directly to undertake the Work through them as per subject NIT/Work Order. Before actual Execution/starting of work at RCF site, the Contractor must produce a copy of Registration No., as well as allotment letter regarding allotment of the above said Tolis and the 92 workers to undertake the work. Such successful tenderers have to complete the formality before the expected date of actual execution of work. After completion of work the employer have to send the above workers to Board. No new gate passes will be issued.
- 1.2 All the labourers allotted to the Contractor and engaged, shall be contractors employees for all intents/purposes and the Contractor shall be solely responsible for all liabilities of the labourers. Contractor will also be responsible for all payments including the payment of weekly off, washing allowance etc. to his employees engaged for above contract jobs at RCF premises.
- 1.3 Any type of increase in payment / rates during the contract period which are payable to workers will be the sole liability of the Contractor and the Contractor will be sole responsible for such liability, declared during the execution of the Contract and subsequently for that period with retrospective effect. In any case, RCF will not be responsible for any type of liability even declared subsequently.
- 1.4 **Contractor shall be responsible for providing of uniforms (stitching charges, if applicable) and other liveries including leather shoes, PVC shoes, Rainy wears etc. RCF will not reimburse any amount on this account.**
- 1.5 Before submission of the bids, the bidder should obtain all the information/clarification from the Board mentioned below regarding the rates, terms & conditions and any other information deemed necessary to enable them to quote a competitive and firm rates which shall be applicable for the loading Mathadi labour.
- 1.6 The bidder at the time of registration with the Railway Labour Board and subsequent allotment of workers must ensure that they have fully aware about the pending issue of wage increase/revision of service conditions, if any and other related labour issues which they may face during execution. In any case, RCF will not be responsible for any liability of wage increase declared by the Mathadi Board for such workers allotted

to the agency and subsequent proceedings including recovery proceedings, if any under the Mathadi act. The entire onus will lay on agency only which the agency should note and agree for not to put any demand on RCF towards such wage increase. Agency shall agree as a contractual term of the NIT;

The Address of the Board is as under:

The Secretary,
The Railway Goods Clearing & Forwarding Establishments Labour Board For Greater Bombay
84-A, Broach Sadan, Devji Ratanshi Marg, Dana Bander, Mumbai 400009
Tel: 23486007/1287/23435257 Fax: 23425931

- 1.7 The contractor shall be responsible for arranging entry permission for their equipment at RCF gate from CISF.
- 1.8 The contractor will ensure that no underage person/child labour is employed by him or any of his sub-contractor either inside or outside of factory premises for any of RCF's contract. In case of any penalty levied by a statutory body for employment of such labour, the same will be recovered from the respective contractor and paid to the concerned agency and such contractor will be debarred from participating in future tenders in addition to liable for termination of existing contract.
- 1.9 In case of any accident within RCF premises compensation payable to their employee/victim is the responsibility of the concerned contractor only.
- 1.10 The contractor has to make payment of the mathadis directly to the Mathadi Board. The contractor have to sort out all the issues relating to payment, wage rate, labour problems and service conditions etc., and have to abide by all labour laws and the provisions of the Mathadi Act.

F. CANTEEN FACILITIES FOR CONTRACTOR'S WORKMEN: Contractor's workmen may avail canteen facilities from our authorized canteen for contract's workmen against payment. The canteen is situated inside factory premises.

G. PERIOD OF CONTRACT: The contract will be valid for a **period of one year (12 months) from the date of issue of work order.**

Operations Manager (B&MH)/Sr. Manager (BMH) will intimate time when the activity to be started. The shifting activity should start within 24 hours from the date of intimation from RCF officials. No escalation in the quoted prices will be allowed during the contract period due to change in the fuel prices. NO MOBILISATION CHARGES WILL BE PAID EXTRA.

H. RCF Scope; Health, Safety and Environment (HSE): Electricity, air & water shall be provided by RCF free of cost. Contractor shall follow all safety violation rules & fines, medical fitness of contract labors, police verification as per the rules/instructions of RCF.

B. Mode of quotation and Quantum of Job: Taxes & duty to be indicated separately.

S.N.	Job description	UOM	Qty(for Calculation purpose only)	BASIC UNIT RATE as per Mathadi Board rate sheet valid upto Dec-2024 in Rs.
1	Spillage collection & Shifting of collected bags to designated place	Per MT	9585	Rs.701.91/-
2	Weighment of Sample fertilizer bags in Suphala Bagging Plant	No of Bags	83700	Rs.7.33/-
3	Loading of spilled fertilizer bags on conveyor belts in all Bagging Plants	Per MT	9585	Rs.146.05/-

Note: Any statutory changes in taxes & duties and perquisites like washing allowance & weekly off allowances, if applicable, will be reimbursed extra at actuals.

Important Note: The total yearly benchmark amount derived by RCF for the above contract is Rs. 1,54,12,439.23 which is inclusive of Basic mathadi rates against the activity, Levy @43%, contractor profit margin @ 3%, GEM transaction charges- 0.30 % & including provision of additional Rs.25,00,000/- for other charges (i.e. weekly off plus levy, washing allowance, statutory variations if any etc. as mentioned in Scope of work. Minimum price with all applicable taxes is Rs. 1,81,86,679.00. The party shall quote their offer considering the contractor profit margin which should be equal to or higher than the above RCF rate.

Incase 2 or more number of bidders are L1 with same rates , then the final L1 bidder will be decided through Algorithm/ Random Selection run by Gem Portal system only.

In any issues, RCF Committee's decision will be binding & final.

Note: Before submitting the bid, the party should visit the site and assess the quantum of work in person.

A. Mode of Quotation and Quantum of Job :

Note –

1. Quantities given are approximate and are not assured.
2. Above quantity are for calculation purpose only, quantities can vary as per actual requirement from Dept. / Plant within total contract value i.e. value based contract. Contractor must not exceed the overall financial limit specified in the Work Order.
3. Payment shall be made on the actual quantum of job carried out by contractor and certified by RCF Engineer/Manager.

Mode of quotation (Total Lumpsum Amount including GST)

Bidder shall quoted Grand total price including all applicable taxes & duties for complete items/jobs

Sr. No.	Description	Total value (Rupees)
1.	<u>Total price including all applicable taxes & duties for: - Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit - as per SOW and quantum of job.</u>	<u>Lumpsum price including all applicable taxes & duties</u>

Bid Evaluation shall be carried out on Lumpsum Basis only.

Quantum of job/BOQ

This is for your information only. Kindly submit price breakup as per attached financial breakup Bid in GeM portal.

S.N.	Job description	UOM	Qty (mentioned below is for calculation purpose of contract value)	BASIC UNIT RATE as per Mathadi Board rate sheet valid upto Dec- 2024 in Rs.	TOTAL AMOUNT Without Taxes(A*C)=D
1	RATE (in Rs. Per MT) ON ACCOUNT OF Spillage collection & Shifting of collected bags to designated place- The Basic rate for the year 2024 payable for the activity as per Mathadi Board rate sheet & valid upto December 2024 is Rs.701.91 per MT exclusive of Levy @ 43%) as per sow	Per MT	9585	Rs.701.91/-	6727807.35
2	RATE (in Rs. Per bag) ON ACCOUNT OF Weighment of Sample fertilizer bags in Suphala Bagging Plant- The Basic rate for the year 2024 payable for the activity as per Mathadi Board rate sheet & valid upto December 2024 is Rs.7.33 per bag exclusive of Levy @ 43%) as per sow	No of Bags	83700	Rs.7.33/-	613521.00
3	RATE (in Rs. Per MT) ON ACCOUNT OF Loading of spilled fertilizer bags on conveyor belts in all Bagging Plants- The Basic rate for the year 2024 payable for the activity as per Mathadi Board rate sheet & valid upto December 2024 is Rs.146.05 per MT exclusive of Levy @ 43%) as per sow	Per MT	9585	Rs.146.05/-	1399889.25
	E. TOTAL AMOUNT Without Taxes (Total of Item no. 1 to 3)				8741217.60
	F. Levy (@ 43%)(applicable on total amount Without Taxes at point E-above for all Item no. 1 to 3)				3758723.57
	G. TOTAL AMOUNT Without Taxes(Item no. E+F)				12499941.17
	H.Other Charges (Fixed Provision for washing allowances, weekly off plus levy, statutory variations in taxes and duties, if any etc.)				2500000.00
	I. Minimum Contractor Profit Margin to be quoted by bidder & Gem transaction charges- (Total percentage to be quoted by bidder should be equal to or above 3.30 % on the basis of overall rates quoted for Item no. 1 to 3)-Bidder is required to quote percentage rate on above activities, Considering Minimum Profit margin of 3% as mentioned in bid documents & fixed Gem transaction Charges @0.30%. The contractor profit margin & Gem transaction charges shall be released on the basis of actual quantity of each activity executed. (in %)-(Bidder to quote)				(Bidder to quote percentage in financial break up sheet and upload in financial bid only or else offer shall be rejected)
	J. TOTAL AMOUNT Without Taxes (BenchMark Rate is Rs.15412439.23)-(H+(H*I%))				(Bidder to quote value in financial break up sheet and upload in financial bid only or else offer shall be rejected)
	K. GST Rate (in % only)presently applicable @ 18%(Bidder to quote)				(Bidder to quote percentage in financial break up sheet and upload in financial bid only or else offer shall be rejected)
	L. TOTAL AMOUNT With Taxes (BenchMark Rate with all taxes & duties is Rs. 18186679.00)-(J+(J*K))				(Bidder to quote value in financial break up sheet and upload in financial bid only or else offer shall be rejected)

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) Contract shall be awarded on overall LOWEST TENDER BASIS to the Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria after Financial Bid opening. The Service Provider shall raise invoice on the, a monthly basis or as per work.
- (3) The contractor shall deploy competent supervisor in sufficient quantity for attending separate jobs at a time.
- (4) Payment shall be made on the actual quantum of job carried out by contractor and certified by RCF Engineer/Manager.
- (5) **Police verification clause:** It is mandatory that character & antecedent's verification must be made of each & every contract labour prior to giving permission to enter inside RCF factory premises. Contractor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A one-time 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card/ Election card of that particular labour.

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

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

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

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

I. General Instructions:

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

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

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

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

III. Health of contractor employees:

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

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

IV. Safety Training:

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

V. General Safety Instructions:

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

SN BIS codes Information

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses

11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

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

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

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

B. Safety precautions during cutting/welding job:

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

C. Safety precautions during Radiography:

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

D. Safety precautions during shot blasting:

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

E. Safety precautions during hydro jet cleaning:

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

F. Safety precautions while Online leak sealing jobs:

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

G. Safety precautions while Onsite Safety valve testing:

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

H. Safety precautions while using electrical appliances:

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

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

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

J. Safety precautions for Confined space job:

1. Contractor shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit (if required) before entering the vessel.

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

K. Safety precautions for working at fragile roof:

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

L. Safety Provision while Excavation and Dewatering activity:

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

Penalty for violation of safety rules at work place:

Violations:

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

Disciplinary Actions:

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

For the first violation:

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

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

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

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

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

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

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

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

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

M. General Environment Protection:

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

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

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

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

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

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

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

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

DIGITAL SIGNATURE/SIGNATURE WITH STAMP
(On all Pages)

The Maharashtra Factories Rules

FORM 6

(See rule 18)

Certificate of Fitness

1. Serial No.	Serial No.
Date	Date
2. Name I hereby certify that I have personally	
3. Father's name Examined (name)	
4. Sex	
5. Residence.....son/daughter of	
.....	
6. Date of birth, if available and/or residing at certified age.	
7. Physical fitness	
8. Descriptive marks	
who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained	
from my examination is years, and that he/she is fit for employment in factory as an	
adult child his/her descriptive marks are:	
9. Reason for-	
(1) refusal of certificate	
.....	
.....	
or	
(2) certificate being revoked	
.....	
.....	
.....	
Left hand	Left hand
Thumb	Thumb
impression	Impression
Initials of Certifying Surgeon.	Certifying Surgeon.

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

COMMERCIAL TERMS & CONDITIONS**(KINDLY FILL THIS SHEET AND SUBMIT)****BIDDER'S NAME:****NOTE:** Please note that any blank field left in the preceding confirmation box will be treated as 'Agreed' only for offer evaluation.

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put ✓ in front of your confirmation or delete which is not applicable)
1	<p>EARNEST MONEY DEPOSIT (EMD) - Earnest Money Deposit of Rs 3,00,000/- EMD is to be deposited online through EMD Gateway portal with ICICI Bank. (Please refer point no 1.02 of Instruction For Bidders)</p> <p>For any help refer to Help Menu which is available on Login or SIGNUP Screen. EMD of unsuccessful bidders will be returned only after finalization of contract.</p> <p>SPECIAL NOTE:</p> <p>Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained.</p> <p>If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order the amount of Earnest Money is liable to be forfeited & the action as per NIT shall will be taken.</p>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
2	<p>MODE OF QUOTATION</p> <p>You shall quote strictly as per mode of quotation given in enquiry.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	<p>VALIDITY OF OFFER</p> <p>Your Offer shall be valid and firm for at least 75 days from the date of technical bid opening.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	<p>COMPLETION TIME / PERIOD</p> <p>Entire job shall be completed within the stipulated time period as mentioned in the scope of work.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	<p>WORK ORDER VALIDITY:</p> <p>The work order shall be valid for a period of One Year from the date of placement of Work Order.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	<p>Security Deposit SD:</p> <p>On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay 5% of basic contract value either in the form of bank guarantee as per RCF's format or through RTGS/NEFT towards faithful performance of the contract within a period of Twenty One (21) days after issue of Work Order.</p> <p>The same will be converted into performance guarantee by extending the validity of above BG covering the guarantee period.</p> <p>Bank guarantee shall be valid for the period of 12 months (12 Months WO validity) + 60 days from date of placement of Work Order.</p> <p>Being annual rate contract security deposit shall be permitted to be deducted through monthly running bills.</p> <p>BG should be on Rs 500/- non-judicial stamp paper in RCF format from RCF approved Bankers.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	<p>PAYMENT TERMS</p> <p>After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents.</p> <p>In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
8	<p>Penalty: Agreed to penalty terms as per scope of work of NIT. In case of disagree, offer shall be rejected.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
9	<p>Noted and agreed to absorb the (92) agreement (MOU) covered workers as per NIT. Refer (Clause No.E of scope of work)</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

10	To provide Uniforms, safety shoes, Monsoon Gears, PVC shoes, Safety PPE's etc. to Workers as per SOW. (Refer Clause No.E.1.4 of scope of work)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
11	Police Verification Mandatory for Labours/ Supervisors Etc.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
12	<p><u>The total yearly benchmark amount derived by RCF for the above contract is Rs. 1,54,12,439.23 which is inclusive of Basic mathadi rates against the activity, Levy @43%, contractor profit margin @ 3%, GEM transaction charges- 0.30 % & including provision of additional Rs.25,00,000/- for other charges (.i.e. weekly off plus levy, washing allowance, statutory variations if any etc. as mentioned in Scope of work. Minimum price with all applicable taxes is Rs. 1,81,86,679.00. The party shall quote their offer considering the contractor profit margin which should be equal to or higher than the above RCF rate.</u></p> <p><u>In case 2 or more number of bidders are L1 with same rates, then the final L1 bidder will be decided through Algorithm/ Random Selection run by Gem Portal system only.</u></p> <p><u>In any issues, RCF Committee's decision will be binding & final.</u></p> <p><u>Note: Before submitting the bid, the party should visit the site and assess the quantum of work in person.</u></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
13	<p>PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS</p> <p>The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
14	<p>Taxes & Duties: Please mention in taxes/ duties.</p> <table border="1"> <thead> <tr> <th>Sr. no.</th> <th>Description</th> <th>SAC/HSN ode</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td><u>Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit as per SOW and quantum of job.</u></td> <td></td> <td>GST@.....%</td> </tr> </tbody> </table>	Sr. no.	Description	SAC/HSN ode	Applicable Tax	1.	<u>Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit as per SOW and quantum of job.</u>		GST@.....%	
Sr. no.	Description	SAC/HSN ode	Applicable Tax							
1.	<u>Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit as per SOW and quantum of job.</u>		GST@.....%							
15	<p>You have read ANNEXURE-B: INTEGRITY PACT and agreed to all the point mentioned in the PACT. Note-RCF has accepted and agreed to the terms and conditions of the Integrity Pact (Annexure-B).</p> <p>The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact (Annexure-B) and submit the same with NIT documents.</p> <p>Signing the Integrity Pact is a prerequisite for prequalification and Integrity Pact and NIT conditions will form part of the contract</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
16	<p>STATUTORY VARIATION CLAUSE :</p> <p>Within contract period is in RCF scope and beyond contract period in vendor's scope.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
17	The job will be done as per the scope of work in total.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
18	Whether The Vendor is Registered under Micro/Small/Medium Enterprises Act 2006 (Please Furnish The Proof) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No								
19	Whether the Proprietor of "MSME" Enterprise is from SC/ST Category (Please Attach Cast Certificate Issued By Competent Authority) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No								
20	Whether the bidder is registered as START UP & claiming exemption as per Annexure-IV A (If Yes, Please select appropriate category and furnish required proofs as per Annexure-IV A)	<input type="checkbox"/> Yes <input type="checkbox"/> No								

21	THE BIDDER HAS AGREED & ACCEPTED TO PAY ALL THE NECESSARY CHARGES TO GEM PORTAL & ALSO AGREED THAT NO CLAIM AGAINST SUCH CHARGES WILL BE MADE BY THE BIDDER TO RCF.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
22	I have read all the Bid conditions including the GeM GTC, STC and also all the clauses, attached Annexures incorporated by the Buyer in ATC and various corrigendum of the bid. I hereby confirm acceptance and compliance of all the conditions including attached Annexures, GTC, STC and ATC and Corrigendum conditions. I also confirm that all the product(s) /service offered is/are fully compliant with the specifications asked for in the bid, including the additional specification parameters incorporated by the Buyer in the bid document.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
23	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY/Tender (Note: Non acceptance or deviation to RCF's standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
24	Offered items/services for subject tender has Minimum Local content as per 'Make In India policy' given at Annex-XI of this enquiry, then submit Declaration stating '%' of local content in items/category of items/services and details of location/facility within India where the value addition is done for eligibility under Make in India policy. (It is mandatory to submit declaration about local content, else your offer will be considered as non-local supplier)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
25	Land Border Declaration/Certificate as per order (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020))	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
26	Penalty for late payment of Statutory Dues (i.e ESI, PF....etc) as per ANNEXURE: Statutory / Mandatory Clauses.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
27	DEVIATION IF ANY {Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure–III)}	<input type="checkbox"/> No <input type="checkbox"/> Yes
SIGNATURE WITH STAMP		

CREDENTIALS & ELIGIBILITY CRITERIA

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

NAME OF BIDDER:														
SN		Details to be filled and proof to be attached												
1.	Name & Address of the company													
2.	Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration)													
3.	Name of owner / proprietor/directors													
4.	Contact Telephone Numbers													
	Mobile -													
	E-Mail ID-													
5.	Banker's Name & Address													
6.	PAN No. (enclose copy of certificate)													
7.	ESIC: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate													
8.	PF: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate													
9.	GST registration number (if applicable)													
10.	<p>Turnover / audited annual reports</p> <p>Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below:</p> <p>Average annual turnover of ₹ 46,23,731.80/- ending 31st March of financial years 2020-2021, 2021-2022 and 2022-2023.</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Financial year</th> <th>Turnover Details to be filled and proof to be attached</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2022-23</td> <td></td> </tr> <tr> <td>2</td> <td>2021-22</td> <td></td> </tr> <tr> <td>3</td> <td>2020-21</td> <td></td> </tr> </tbody> </table> <p>Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practicing CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant will be valid and accepted only with UDIN number.</p> <p>In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least ₹ 46,23,731.80/-.</p>	S.N.	Financial year	Turnover Details to be filled and proof to be attached	1	2022-23		2	2021-22		3	2020-21		
S.N.	Financial year	Turnover Details to be filled and proof to be attached												
1	2022-23													
2	2021-22													
3	2020-21													
11.	<p>NET WORTH /FINANCIAL SOUNDNESS -</p> <p>Net worth of the bidder (manufacturer or principal of authorized representative) should not be negative in the balance sheet of last financial year AND also should have not eroded by more than 30% (thirty percent) during the financial years 2020-2021, 2021-2022 and 2022-2023; i.e. the net worth of FY 2022-2023 should not have eroded by more than 30% as compared to that of FY 2020-2021.</p> <p>The bidder to submit the documentary proof e.g. audited balance sheet, P&L account etc. for the same with net worth certificate duly certified by practicing CA with membership number, seal, signed and UDIN number.</p> <p>In case the date of constitution / incorporation of the bidder is less than 3 years old, the following will be applicable:</p> <ul style="list-style-type: none"> The net worth in each of these years should not be negative. Net worth in respect of the immediate previous financial year should not have eroded more than 30% than that of its previously audited financial statement. <p>In case the bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.</p>													

12.	A. The bidder shall submit copy of a Valid Certificate of Registration with the Railway Goods Clearing & Forwarding Establishments Labour Board for Greater Bombay. In case of absence of such certificate, the bidder shall submit an undertaking that the bidder who is not registered with the Railway Goods Clearing & Forwarding Establishments Labour Board will get themselves registered & submit the valid registration certificate within 15 days from the date of issue of work order and before actual execution of work.	
	AND , In addition to above	
13.	Bidders should have experience of having successfully executed similar nature of jobs i.e" Lifting/ Shifting/ Handling of bagged/packed material using manpower' OR 'Similar Nature of Job carried out by using manpower' in any Industry' during last 7 years ending last day of month previous to the one in which applications are invited should either of the following:	
i.	Three similar completed works each costing not less than the amount equal to Rs. 61,64,975.70/- (for MSE Bidders(Micro & Small Enterprise): Rs. 46,23,731.80/-)(excluding taxes)	
	OR	
ii.	Two similar completed works each costing not less than the amount equal to Rs. 77,06,219.60/- (for MSE Bidders(Micro & Small Enterprise: Rs. 57,79,664.70/-)(excluding taxes)	
	OR	
iii.	One similar completed works costing not less than the amount equal to Rs. 1,23,29,951.00/- (for MSE Bidders(Micro & Small Enterprise: Rs. 92,47,463.50/-)(excluding taxes)	

Note-

- a) **Work orders through subcontracting shall not be considered.** Only, the work order shall be placed by the organization directly on the vendor/contractor who has participated in the tender will be considered. The job carried out by the vendor/contractor for the organization through other agency where work order is not in the name of the vendor/contractor shall not be considered for further evaluation purpose i.e WO in the capacity of sub-contractor shall not be accepted.
- b) Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, bidder shall submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice. In case, Bidder submits the work order(s) copies/relevant documents issued by Private Limited, Partnership or Proprietary firms, then bidder shall also submit the "Tax Deducted at source Certificate (TDS)". In case the TDS certificate(s) is not available the bidder must submit the proof of payment received against the executed work. All values mentioned above are to be compared with basic value of work experience/work orders.
- c) **The offer of bidders not fulfilling the criteria mentioned above will not be considered for further evaluation.**

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

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

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

Relaxation in Experience criteria & Turnover for eligible MSEs/ STARTUPS

- a) **For MSEs-** Relaxation of 25% in prior experience/ Annual financial turnover to be provided to the qualifying MSEs. Relaxation in prior experience to qualifying MSEs will be applicable if Pre- Qualification Criteria (PQC) of similar work experience is based on value of the estimate or quantity of the tender. However, relaxation in prior experience to qualifying MSEs will not be applicable if Pre-Qualification Criteria (PQC) of similar work experience is based on technical parameters which cannot be increased/ decreased/divisible.
- b) **For Startups –** No Prequalification criteria except for criteria defined by Government of India for definition as Start Up like certificate from DIPP, Maximum years from incorporation and turnover criteria. Vendor shall be start up for item under procurement and maximum 10% additional qty. to be awarded to them subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise.

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

A) Start-up bidders must submit the following documents for both Category 1 and Category 2:

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

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

B) Eligible start-up bidders are given the option to quote under one of the following categories, subject to compliance with the technical and quality specifications detailed in the bid/NIT document. Start-up bidders must tick (✓) one of the two options below:

SN	Category	Bidder's Response Start-up bidders must tick (✓) one of the two options below:
1	<p>Category 1 (Relaxed Pre-Qualification Criteria):</p> <p>Eligible for 100% quantity / job subject to submission of all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.</p> <p>Following relaxations will be given to Start-up bidders:</p> <ol style="list-style-type: none"> 1) 25% relaxation in average turnover criteria 2) 25% relaxation in past experience criteria, applicable to value or quantity only 	<p>Category 1</p> <div style="border: 1px solid black; width: 80px; height: 30px; margin: 10px auto;"></div>
2	<p>Category 2 (Additional Quantity):</p> <p>Eligible for 10% additional quantity / job only without submission of any pre-qualification documents. Start-up bidder will only be considered for this additional quantity / job, subject to matching the lowest rate (L-1).</p>	<p>Category 2</p> <div style="border: 1px solid black; width: 80px; height: 30px; margin: 10px auto;"></div>

C) **Category 1 (Relaxed Pre-Qualification Criteria):**

Start-up bidders who are eligible for 100% quantity / job subject to submission of all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

1) 25% relaxation in average turnover criteria

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

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

Once pre-qualified, they will be considered on par with other bidders for price bid opening, e-reverse auction, and order placement.

D) Category 2 (Additional Quantity):

Start-up bidders who offer an additional 10% quantity / job without submission of any pre-qualification documents will be considered only for this additional quantity / job.

Key Conditions:

- No pre-qualification documents are required. However, no relaxation or exemptions will be provided in respect of the technical requirements.
- The start-up bidder will not be considered for price bid opening or e-reverse auction.
- Their price bid will not be opened.
- They will be given the option to match the lowest rate (L-1).
- The 10% additional quantity will be awarded subject to matching the L-1 price.

E) Exemption from Earnest Money Deposit (EMD):

Start-up bidders are not required to submit EMD for both Category 1 and Category 2.

F) Multiple Qualifying Bidders:

If multiple start-up bidders qualify under Category 2, the 10% additional quantity will be equally distributed among all qualifying start-ups, provided they match the lowest rate.

G) Important Note:

Bidders must select their category at the time of bid submission. This selection cannot be changed during any further stage of the tender.

”

**FORMAT FOR DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA
POLICY BY GOVT. OF INDIA**

(Duly filled, signed and stamped format shall be submitted on company's letter head)

DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY BY GOVT. OF INDIA

a) We have participated in Tender No/Bid No. : as a service provider of offered services.

b) We hereby declare that we have submitted the bid under Make in India policy and that the local content in the offered material/services is.....% (to be eligible under Make in India policy)

c) Details of facility / location where the value addition is done is as given below:

.....
.....
.....
.....

d) We also confirm that, we accept that the local content declared by us is liable to be audited by RCF and we confirm that we shall provide all assistance/ co-operation for the same. In the event the local content of goods/ service / works mentioned herein is found to be incorrect and not meeting the prescribed Minimum local content criteria, based on the assessment of procuring agency (RCF)/ Govt. authorities for the purpose of assessment of local content, action shall be taken against us in line with Make In India Policy.

With regards,

Signature with company seal

Name :-

Company / Organization :-

Designation :-

E-mail Id :-

Tel no. / Mobile no :-

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 2. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

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

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

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

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

VI. Certificate regarding compliance

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

Format of Certificate

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

VII. Validity of registration

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

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

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

Model Certificate

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

Tax Compliance Clauses Related to GST

(To be obtained on the letter head of the tenderer)

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

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

Signature and Seal of the tenderer

Disciplinary Clauses

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

1. Debarment is classified under following two types:

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

Definitions

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

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

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

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

Debarment by RCF, limited to only RCF-

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

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

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

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

(i) Prohibition of

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

(ii) disclosure of conflict of interest.

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

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

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

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

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

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

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

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

Revocation of Orders

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

Other Provisions (common to both types of debarment)

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

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

STANDARD TERMS AND CONDITIONS (HR Department)**PART- B****The Statutory / Mandatory Clauses pertaining to HR/Legal in respect Daily Rated Contract Labours (On Minimum Wages) to be incorporated in the NIT by the Execution Dept., before finalizing NIT/Awarding Contract.**

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

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

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

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

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.
3. Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes.
In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.
4. The Contractor while quoting the rates must take into account the existing applicable Minimum Wages which is notified by the Government of India, Ministry of labour and Employment for Unskilled , Semi Skilled, Skilled Category workers who are going to be engaged by the contractor. The Contractors must ensure that the applicable rate of wages are quoted with the applicable statutory overheads such as PF, ESIC, Bonus, VDA etc. and Statutory liabilities of the workers who are going to be engaged.
As Principal Employer, RCF shall reimburse all statutory increases including VDA under labour laws/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company. The Company will reimburse the statutory increase in Minimum Wages on the basis of actual payment made to the workers by the contractor.
5. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.

9. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.
- ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed.

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

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

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

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.

11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.

- a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
- b) Proforma of declaration/Undertaking
- c) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
- d) Proforma of details to be submitted while engagement/ entry level permission to HR.
- e) The following documents are to be submitted:
 - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
 - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
 - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
 - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.

12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.

13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.

14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:

Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure "E"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.

15. Weekly Off/Holiday:
- All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.
16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.
18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.
20. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.
21. The following actions are need to be followed by the Contractors.
- 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.

PART- C

GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT

1. LABOUR LICENCE

Contractor engaging 20 or more workers must obtain valid Labour Licence for employing no., of persons as Contract Labour and it should mention the location and the maximum no.of contract labours to be employed/ engaged before actual execution of work and copy be forwarded to HR Dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A) **BEFORE EXECUTION OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If any non-compliance, penalty @ 2% on invoice amount for the respective period /bill raised may be charged by Execution Dept.,

The above must be incorporated in the NIT/ Work Order and then only concurrence of NIT/Work order will be done by HR.

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

- During continuance of the Contract, the Contractor and his sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
- The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.
- Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
- Some of the major laws applicable and the compliance is to be made are given below:

1. Contract Labour (R&A) Act, 1970
2. Employees State Insurance Act, 1948
3. Employees Provident Fund & Misc.Provisions Act, 1952
4. Minimum Wages Act, 1948
5. Payment of Wages Act, 1936
6. Maternity Benefit Act, 1961
7. Employees Compensation Act, 1923
8. Factories Act, 1948
9. Payment of Bonus Act, 1965
10. The Maharashtra Labour Welfare Fund Act, 1953
11. Payment of Gratuity Act, 1972, etc.
12. Professional Tax Act.

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

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

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

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

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

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

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

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

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

11.4 **WEEKLY OFF**

The workers must be given weekly off as admissible.

11.5 **NATIONAL HOLIDAYS**

Three National Holidays:

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

These must be granted as paid holidays to all workers.

12. **HEALTH, SAFETY AND WELFARE**

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

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

13. **PROHIBITION OF CHILD LABOUR**

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

Person below the age of 18 should not be employed.

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

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

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

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

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

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

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

15. GENERAL TERMS

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

16. CONTRACTUAL OBLIGATIONS

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

- 16.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.
- 17. PRESERVATION OF REGISTERS/RECORDS**
- The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Execution Dept. must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans etc. as referred in clause 6(C) in this Standard Terms and Condition for the retention period as per the policy to show as and when required to Investigation Agency.
- 18. RELEASE OF SECURITY DEPOSIT**
- Final bill Security Deposit shall not be paid till the clearance certificate from the HR Dept., is obtained.
- 19. CHARACTER VERIFICATION**
- The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.
- The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.
- 20. SUPERVISION AT WORK SITE**
- The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such employees will have no claim against the Company whatsoever.
- 21. TERMINATION OF CONTRACT**
- RCF may terminate the contract any time on giving the Contractor a notice in writing as per terms of contract. If the Execution Dept., finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Execution Dept., shall be the sole judge. Upon termination, the Contractor shall only be entitled to be paid for the work actually performed upto the date of termination, as per the terms and conditions of the contract.
- 22. PENALTY CLAUSE**
- In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT / Work Order in addition to statutory compliance, the Execution Dept., on behalf of Company will deduct the appropriate amount as penalty out of the bills submitted by the contractor. The decision in this regard taken by the Company will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.
- 23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD**
- After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.
- 24.** The Contractor will ensure to provide canteen facility to his workmen as per rules.
- 25.** Company reserve the right to modify /alter or cancel any part/full job order without assigning any reason thereof.
- 26. UNIFORM** The Contractor has to provide Uniform, rainy shoes and raincoat to his workmen engaged at RCF site. Contractor has to ensure that the workers wear their uniform while on job.
- 27.** Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, RCF will not own any responsibility in this regard of whatsoever nature.

28. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

01. Under Contract Labour (R&A) Act

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

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

02. Under Minimum Wages Act

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

03. Factories Act :

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

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04. Employees state insurance Act 1948

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



राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लिमिटेड
(ट्रॉम्बे इकाई) चेन्नई, मुंबई
"नवरत्न" कंपनी

No. HR(U)/Min.Wages/2024(Apr)

04th April 2024

Sub : Revision of Minimum Wages (Central) for Trombay Unit and Marketing Area Offices with effect from 01.04.2024.

As per the notification dated 01.04.2024 from the office of the Chief Labour Commissioner (C), New Delhi, VDA for different Scheduled Employments has been declared with effect from 01.04.2024 and are given below. In all, total Monthly Wages including VDA payable with effect from 01.04.2024 for Trombay Unit and Marketing Area Offices are as given below:-

01. **For jobs in Construction of road and Building, Maintenance related jobs, Spillage Handling and Misc. Jobs the rates with effect from 01.04.2024 are given below. :-**

Category of Worker	Basic Wage (Rs.)	VDA (Rs.)	Total (Rs.)	Total monthly minimum Wages (Rs.)
Unskilled ✓	523 ✓	255 ✓	778 ✓	20228 ✓
Semi-skilled ✓	579 ✓	283 ✓	862 ✓	22412 ✓
Skilled ✓	637 ✓	311 ✓	948 ✓	24648 ✓

02. **For jobs of Sweeping, Cleaning, Horticulture, Gardening, Canteens, Conservancy and Caretaking the rate with effect from 01.04.2024 is given below. :-**

Category of Worker	Basic Wage (Rs.)	VDA (Rs.)	Total (Rs.)	Total monthly minimum Wages (Rs.)
Unskilled ✓	523 ✓	255 ✓	778 ✓	20228 ✓

All the above rates are of Central Government Scheduled Employments, which will be payable as per the categorisation such as Skilled, Semi-Skilled & Unskilled as indicated above will be effective from 01.04.2024.

The Central Government Minimum Wages as indicated above are applicable to all jobs in Rashtriya Chemicals and Fertilizers Limited, Trombay Unit and Marketing Area Offices. As such the rates declared by the State Government are discontinued with effect from 19.01.2017 consequent to revision of rate of Central Minimum Wages.

Above Rates will continue till further notification by the office of the Chief Labour Commissioner (Central) New Delhi about the revision in Basic Wages and VDA.

In Central sphere, the rates will be declared on 1st April and 1st October every year i.e. six monthly revision and same will be intimated accordingly.

It may be ensured that all contract workers engaged at Rashtriya Chemicals and Fertilizers Limited, Trombay Unit and Marketing Area Offices site through different contractors should get the prescribed applicable Minimum Wages, so that there should not be any complaint / action from the authorities due to non-payment / short payment of Minimum Wages. All the Contractors are therefore shall pay the revised amount of minimum wages effective from 01.04.2024.

(Signature)

2/-

Rashtriya Chemicals and Fertilizers Limited

No.HR (U)/HR/22

16.08.2022

SUB.: MONTHLY LABOUR LAW COMPLIANCE AUDIT OF CONTRACTORS RECORDS UNDER LABOUR LAWS.

To audit document under the Monthly labour law compliances a professional agency has been appointed. In this regards, following guidelines have been issued to the Execution Department/Contract cell. The Execution Department/Contract cell is required to ensure the following guidelines which are to be followed by each Contractor under their control.

I) THE CONTRACTOR SHOULD MAINTAIN FOLLOWING DOCUMENTS IN RESPECT OF ALL HIS EMPLOYEES (CONTRACT WORKERS) WHILE ENTERING THE RCF PREMISES FOR EXECUTION OF THE CONTRACT:

1. Work Order Copy (this copy to be submitted by the Execution Department/Contract cell to HR Department). This is required to be uploaded on PF portal of the PF Authority.
2. Labour License (applicable only to Contractor engaging 20 or more workers)
3. Form No. VII: Commencement Certificate (at the beginning work/contract) & Completion Certificate (After completion of the contract) [to be prepared and submitted by the Contractor to the Execution Department/Contract cell in the prescribed format with in period of 3 days. (format copy enclosed as **Annexure -I**). The Execution Department/Contract cell should submit the copy of the Certificate to HR Department for submission of the same to the Office of Dy. Chief Labour Commissioner (Central)].
4. The Execution Department/Contract cell should ensure that the Contractor should submit the copy of the registration/allotment certificate of PF, ESI & MLWF. In case of Civil contracts in the premises of the company the contractor is also required to submit the copy of registration under BOCW Act. The PF and ESIC registration certificate is compulsory as the Principal of employer i.e. RCF Ltd is covered under this Acts.
5. The Execution Department/Contract cell should ensure that the Contractor has issued Appointment letter to the Contract Worker (for RCF site). After completion of contract the contractor should take back his contract workers from the RCF site.
6. The Execution Department/Contract cell should ensure that the Contractor has issued Identity Card to the Contract Workers (for RCF site) at the time of entering on the RCF Premises.
7. The Execution Department/Contract cell should ensure that the Contractor has taken Medical Fitness Certificate from registered medical practitioner of each Contract Workers engaged by him (for RCF site).
8. The Execution Department/Contract cell should ensure that the Contractor has taken valid Police Verification/Clearance Certificate of each Contract Workers engaged by him (for RCF site) for the period of Contract.

2/-...



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9. The Execution Department/Contract cell should ensure that the Contractor has kept record of Proof of Date of Birth (Birth Certificate/School Leaving Certificate/PAN Card), Aadhaar card and Bank Passbook first page of each Contract Workers engaged by him (for RCF site).
10. In case of the Contract worker engaged by the Contractor is new member, the contractor is required to get the PF Nomination Form-2 filled from the new member. In case of existing PF member the Contractor should have his/her PF UAN Number.
11. **a.** In case of the Contract worker engaged by the Contractor is new member, the contractor is required to get the ESIC Declaration Form No. 1 filled from the new member. In case of existing ESIC member the Contractor should have his/her ESIC Card Number.
b. Before the entering factory premises contractor shall ensure that his workmen are registered under ESI Scheme (if drawing Gross wages upto Rs. 21,000/- pm (excluding Washing allowance & Monthly bonus)) and produce copy E-Pehchan Patra issued by ESIC. Further, Contract Workers who are drawing more than Rs. 21,000/-, will not be covered under ESI act and submission of copy of Insurance policy (Employees Compensation Policy) covering his all Contract Workers shall be submitted by the contractor issued under the Employees Compensation Act, 1923 covering benefits of Injuries, accidents, death, permanent total disablement & funeral expenses.
12. The Contract Worker must have his/her Mobile Number valid from last six months.
13. The Execution Department/Contract cell should ensure that the Contractor has issued Payment Slip to the Contract Workers (for RCF site) of every month.
14. Execution Department/Contract cell shall submit the data in Excel format of contractors on or before 15th date of the month for every previous month on email of HR Dept. (Format is enclosed as **Annexure-II**)

Note : The Execution Department/Contract cell should ensure that all the above documents of each Contract Worker engaged by the Contractor are being maintained by the Contractor.

- II) The Execution Department/Contract cell should get all the following document from the Contractors under their control and send the same to HR Department by 16th of previous months i.e. The documents for the month of July, 2022 are required to be send to the HR Dept. on 16th August, 2022 and thereafter month wise. The documents along with covering letter should be submitted by the contractor to Execution Department/Contract cell. (Format of covering letter is enclosed at Annexure III). The same documents are required to be ensure by Execution Department/Contract cell and forward the same to HR Department along with the forwarding letter (Format of forwarding letter is enclosed at Annexure-IV) for Monthly Labour Law Compliance Audit purpose.**

3/-...



P - 6

For Factory Establishment

Annexure -I

FORM-VII

(Under rule 25 (2) (vii) and rule 81 (3) of the Contract Labour (Regulation and Abolition) Central Rules, 1971, and rule 26(3) and 239 (1) of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, 1998)

Notice of Commencement /Completion of Work

Registration No.: B-ALC (C)/35(24)/2008 for Factory Establishment

1.	Name of the Principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/	Shri. A.K. SHRIVASTAVA, CHIEF GENERAL MANAGER (COM & MAINT) Address of the Establishment: Rashtriya Chemicals and Fertilizers Limited Trombay Unit, Administration Building Chembur, Mumbai 400 074
2.	LIN/Pan No.	1-7040-8874-5
3.	Email ID.	akshrivastava@rcfild.com
4.	Tel. No.	022-25522125
5.	Name of the contractor under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) (if applicable)	M/s. —
6.	LIN /Pan No.	
7.	Email ID :	
8.	Tel / Mobile No. :	
9.	No. and date of Certificate of Registration /Licence	
10.	Name of person in-charge of the work :	
11.	LIN/ Pan No. of person in-charge of work :	
12.	Email ID of person in- charge of work :	
13.	Mobile No. of person in charge of work :	
14.	The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work	
15.	The arrangements for the storage of explosives, if any, to be used in the building or other construction work	

I / we hereby intimate that the work _____
given to M/s. _____ (Contractors Name) having License No. _____
dated _____ has been commenced with effect from / Completed on _____

(_____)
Signature & Seal of the Contractor

To,
The Assistant Labour Commissioner (Central)
Shrama Raksha Bhavan, Shivshruthsi Road , Sion (E),
Opp. to Priyadarshini , Mumbai - 400 022 .

Rashtriya Chemicals & Fertilizers Ltd.
(Trombay Unit)

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

*Now forfomg
→ developed ←*

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

Ref: Work Order No. _____ LOI No. Dated _____

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

Please Tick mark on appropriate period

15 Days	1 Month	3 Month	Including Sunday, Holiday, Round the clock

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

Name of the Plant and Dept. where work is to be carried out _____ Work Order Valid Up to _____, Time from _____ AM/PM to _____ AM/PM

Work Order No. _____ Duration of the job: Date from _____ to _____

Sign & Seal of Applicant

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

SIGNATURE WITH STAMP
(On all Pages)

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

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

Bank Guarantee No. _____ **dated** _____

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

Dear Sirs,

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

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

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

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____. (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

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

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

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

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

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

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

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

- 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 NO.
- 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:
 - UDYAM no.
 - 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 :**a) Preference for MSME:**

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

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

- b) **THE TENDER ITEMS FOR THIS TENDER ARE NON-SPLITTABLE, HENCE BELOW PURCHASE PREFERENCE FOR MSE IS NOT APPLICABLE**

For Divisible tender: In tenders, where the L1 (evaluated price) bidder is a non-MSE, 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.

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 this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of an Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 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% and Where the MSE is Women owned, they shall be exclusively awarded a share of 3% 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 MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women 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 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 or can be obtained from the Office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial).
- 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.

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 (<http://www.GEM.gov.in>) or can be obtained from the Office of Dy. General Manager (CC/PHS)/ Dy. General Manager Commercial.

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

Trade Receivables e-Discounting System (TReDS)

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

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

Contact details are given below:

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

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

Benefits to MSME Seller:

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

Steps Involved for registration at Platform:

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

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

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

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

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. GEM-CC/MES/BMH/110/L/2425/616 dated 31.10.2024

inviting bids for **Value based Annual Rate contract for Handling of Product Spillage and Weighment of Product bags in Bagging plants of Trombay Unit.** (Detailed requirement/Nature of Job to be mentioned along with period, in case of Annual Rate Contracts).

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

- 1.1** RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the

*This tender is digitally signed by
RCF hence no sign and stamp
required*

*Sign and stamp of the Bidder
Or
Digitally signed by the Bidder
Date*

bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

- 2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact.

- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.
- Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact.
- Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- 3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

4. Transgression Clause:

- 4.1 Transgression will mean instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities that a bidder or its personnel have been involved in.
- Transgression for the purpose of the Integrity Pact shall mean and include any transgression that has occurred at any time within the past 3 (three) years reckoned from the submission of the bid. It will also include transgression(s) for which cognizance was taken even before the said period of three years, but are pending conclusion.

4.2 Disclosure of Transgressions:

The Bidder hereby undertakes to provide complete and accurate information regarding past transgressions that may have occurred. The bidder further undertakes to provide complete and accurate information that may occur during the period of duration of contract.

5. Sanctions for violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
- If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.

5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed

by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

6. Independent Monitor:

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

1. Shri N Shankar Reddy,
Ex-DGP and Road Safety Commissioner/CEO,
Kerela Road Safety Authority
Address: H No. 6-5-232-1; Brindavanam
80 Feet Road, Venkat Rao Nagar
Ran Nagar (PO), Anantapur
Andhra Pradesh – 515004.
Mobile No: +91-9447503998
Email: shankerreddyips@gmail.com
2. Shri B Siddhartha Kumar
H. No. 3-7- 44, Plot No. 44,
Padma Nilayam, Street No.- 15,
A. G's Colony, Nalanda Nagar,
Attapur, Hyderabad – 500048
Mobile No: +91-8790225599
Email: bsiddharthak_66@rediffmail.com

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

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action

as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.

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

6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.

6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.

6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.

*This tender is digitally signed by
RCF hence no sign and stamp
required*

*Sign and stamp of the Bidder
Or
Digitally signed by the Bidder
Date*

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

*This tender is digitally signed by
RCF hence no sign and stamp
required*

*Sign and stamp of the Bidder
Or
Digitally signed by the Bidder
Date*