राष्ट्रीय केमिकल्स अँड फर्टिलाइज़र्स लिमिटेड

(भारत सरकार का उपक्रम)

An ISO–9001,14001,45001 & 50001 compliant organization.

प्रशासकीय इमारत, थल, अलिबाग-402208. महाराष्ट्र, भारत

दूरध्वनी: 02141-238210

CIN: L24110MH1978GOI020185, वेबसाइट: www.rcfltd.com

ई मेल: thalcc@rcfltd.com

ई-निविदा सूचना/ E-Tender Notice

NOTICE INVITING TENDER FOR ANNUAL RATE CONTRACT FOR ULTRASONIC THICKNESS TESTING & CERTIFICATION OF PIPELINES AT RCF, THAL FOR A PERIOD OF TWO YEARS.

ई-निविदा संख्या E-TENDER NO. :	**TH/CC/O/PHS/THICKNESS_TEST/2026/90613/484, DTD. 13.11.2026**

महत्वपूर्ण तिथियाँ / Important Dates

As per details mentioned on GeM.

Website for Online bid Submission:
For tender on GeM portal = https://gem.gov.in

NOTE:

1) **The necessary transaction charges/fees for acceptance of order on GeM portal should be borne and paid by the bidder directly to GeM.**
2) **The quoted rates of the bidder to RCF, should be inclusive of all such GeM fees/charges payable by the bidder to GeM.**

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

Bidders shall ensure that all documents related to pre-qualification (technical or commercial) are submitted at the first instance along with the original bids".
Kindly note that parties should be registered with PF and ESIC/Workmen's Compensation policy for carrying out job inside RCF factory. The parties which are not complying the same, their offer will not be accepted.

Contacts:

1) Please contact helpline nos. given of GeM portal for portal related issues
2) For tender related issues kindly email queries to email ID mentioned at point 4 below
3) **The complete above E-TENDER NO.: has to be mentioned in the subject line of email for all email communication related to subject tender queries.**
4) Contact Person at RCF Thal shall be

E mail : thalcc@rcfltd.com (Tel : 02141 238210)
Mr. BASANT KUMAR (Tel: +91 2141 238580, Ext: 2655).
Mr. U. M. MALI (Tel: +91 2141 238580, Ext: 2272). & 02141 238210
Miss. AISHWARYA GHODKE (Tel : +91 2141 238580, Ext: 2556). & 02141 238210
(Aishwarya.Ghodke@rcfltd.com)

Do not wait till the last date & time for the bid submission, upload & submit the bid well before last date & time.

THIS TENDER DOCUMENT CONTAINS:

Sr. No.	Documents	Item details	Pages
1	ANNEXURE –IA	Instruction For Bidders & MSME bidders	3-10
2	ANNEXURE –IB	HR compliance Terms & Conditions	11-23
3	ANNEXURE–I	General Terms & Conditions (GTC)	24-33
4	ANNEXURE–II/ IIB	Scope Of Work/ Special Terms & Conditions:	34-35
5	ANNEXURE–III	Techno-commercial Bid / Check-list	36-39
6	ANNEXURE–IIIA	Undertaking on Vendor Letter Head	40
7	ANNEXURE–IV	Disciplinary Action Clauses	41
8	ANNEXURE–V	GST Compliance clauses	42-44
9	ANNEXURE–VI	HSE requirements / Instructions	45-55
10	ANNEXURE–VII	Bank Guarantee format for submission of Security Deposit / Performance Guarantee (SDPBG format)	56-57
11	ANNEXURE–VIII	List of RCF approved Banks (for submission of SDPBG)	58
12	ANNEXURE–IX	Vendor Details Update Form (VDU)	59-61
13	ANNEXURE–X	Public Procurement (Preference to Make in India), Order 2017 –Revision 16.09.2020	62-68
14	ANNEXURE–XI ANNEXURE–XIA	Restrictions under Rule 144 (xi) of the General Financial rules (GFRs) 2017	69-70
15	ANNEXURE–XII	Pre-Qualification Criteria (PQC)/ Technical Prequalification Details (To be submitted by Bidder)	71
16	ANNEXURE–XIII	Gate-pass format & documents required with gate-pass	72
17	ANNEXURE–XIV	Undertaking on Vendor Letter Head, with each bill/Invoice	73
18	ANNEXURE–XVA	Declaration of Status of Debarment Listing/ Blacklisting/ Holiday Listing	74
19	ANNEXURE–XVB	Undertaking about common Directors/ Partners/ Interest in other associated units/ companies	75

ANNEXURE-IA

INSTRUCTIONS FOR BIDDERS

RCF - Thal is also an ISO 50001 certified organization and gives utmost importance to Energy Conservation in all its operations and activities. Hence, the contractor / vendor / service provider shall use efficient tools and ensure minimum consumption and no wastage of Electricity, Compressed Air, Steam, Water, LPG etc. in all their activities carried out on RCF site.

This is a Notice Inviting e-Tender FOR LINING UP CONTRACT as specified hereinafter as per the terms & conditions stated hereinafter:

1.01 **EARNEST MONEY DEPOSIT (EMD) – Nil** is to be submitted as per following instructions:

ONLINE DEPOSIT: EMD to be deposited online in RCF's account through payment gateway available on our website at: **www.rcfltd.com** under ⇀ Portals' 'EMD Payment' ("Click here" for EMD payment). Submit the acknowledgement/receipt of online EMD Payment along with your offer.

If exempted from submission of EMD, then upload a valid certificate issued by competent authority. Any bid submitted without EMD (if not exempted) shall be considered to be non-responsive bid and shall be rejected straightway.

No interest is payable on EMD.
The EMD of unsuccessful tenderers will be refunded on finalization of order with the successful tenderers.
Only in case the EMD/bid security is more than a threshold (Rupees five lakh) and in case of foreign bidders in GTE tenders, it may be submitted in the form of a bank guarantee (BG) (in equivalent Foreign Exchange amount, in case of GTE) issued/confirmed from any of the scheduled commercial bank in India in an acceptable form and so on.. The EMD/bid security shall be in RCF format and shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
Any Bank Guarantee (BG) shall be submitted directly by the issuing Bank, via speed post to following address: Chief Finance Manager, Admin. Bldg., Rashtriya Chemicals and Fertilizers Limited (Government of India Undertaking), Thal Unit, Thal, Alibag, Pin 402208, Tal-Alibag, Dist-Raigad, State-Maharashtra.
However bidder has to ensure that this original BG towards EMD is received at RCF Thal on or before tender due/closing date or extended due/closing date as the case may be. The bidder must also ensure that the scanned copy of the BG along with speed post docket number must be emailed to thalcc@rcfltd.com on the day of dispatch of Original BG.

1.02 **e-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender details can be downloaded from our website **www.rcfltd.com**. Bids are to be submitted on website **https://gem.gov.in.**
The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender on CPP portal.

The bids shall be uploaded in **single stage 2 (Two) Bid System:**
(**Part-I**: Pre-qualification documents, if any + EMD if any + Techno-Commercial Bid **Part-II**:Price Bid). ERA shall be carried out after price bid opening as per GeM modalities (https://gem.gov.in) for tender on GeM portal

Bids should be submitted as per following instructions only:

1. **PART-I: EMD,** if any **+PREQUALIFICATION DOCUMENTS,** if applicable **+TECHNO-COMMERCIAL BID, if any:-** should contain following :-

ATC- 1: Scanned signed stamped copy of

i. GST clauses Annexure-V
ii. Restrictions under Rule 144(xi) of the General Financial rules (GFRs)2017 Annexure-XI/ XIA.

(Please print the documents on bidder's letter head with duly filled, signed and stamped by appropriate authority) and signed stamped copy of corrigendum's for subject tender uploaded on tender (GeM) portal.

ATC- 2 : Scanned signed stamped copy of

i. Instruction For Bidders & MSME bidders Annexure- IA & IB
ii. General Terms & Conditions (GTC) Annexure- I
iii. Scope Of Work, Special Terms & Conditions Annexure- II/ IIB
iv. Pre-Qualification Criteria (PQC)/ (PQC)/ Technical Prequalification Details (To be submitted by Bidder) Annexure- XII/XIIB

ATC- 3 : Scanned signed stamped copy of

i. Techno-commercial Bid / Check-list Annexure- III
ii. Undertaking on Vendor Letter Head Annexure- IIIA
iii. Disciplinary Action Clauses Annexure- IV
iv. HSE requirements / Instructions Annexure – VI
v. Public Procurement (Preference to Make in India) Annexure- X

ATC- 4 : Scanned signed stamped copy of

i. Vendor Details Update Form (VDU) along with necessary documents Annexure-IX
ii. GATE-PASS FORMAT Annexure – XII
iii. Declaration of Status of Debarment Listing/ Blacklisting/ Holiday Listing Annexure – XVA
iv. Undertaking about common Directors/ Partners/ Interest in other associated units/ companies Annexure – XVB
v. Similar completed work order as per PQC and other PQC documents requested in scope of work, mentioned in tender document**.**

2. **PART-II: PRICED BID:-**

For tender on GeM portal –

Follow GeM guidelines as mentioned in GeM portal. Also submit the price break-up in the format as given with the tender.

Bidder have to quote for all items mentioned in the price break-up format. The quoted item wise unit rates must be preferable in whole numbers only, pls. avoid and avoid to quote item wise unit rates in decimal places.

Vendor should quote prices as per attached "price breakup format" only. Offers indicating rates anywhere else (scanned documents etc.) shall be liable for rejection.

1.04 **Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of bid and neither RCF nor its nominee / its consultants will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

1.05**Opening of Bids**:

Unless otherwise specified, the bids will not be opened in presence of the bidders.

1.06 **Negotiations**:

Normally, RCF may not conduct any negotiations. However, RCF reserves the right to conduct negotiations, if the conditions so warrant.

1.07 Benefits to Micro and Small Enterprises:

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

a) ***Qualifying Criteria for MSEs, SC/ST vendors, 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 Registration certificate

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 submit additionally submit certificate from any of the following:
   - UDYAM Registration Certificate
   - 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 MSEs, SC/ST owned MSEs, Women owned MSEs***:

- **~~Divisible Tenders:~~**

~~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 and 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.~~

- **Non-Divisible Tenders:**
  In tenders, where the L1 (evaluated price) bidder is a non-MSE and the tendered quantity is non-divisible into two or more orders, 100% of the tendered quantity shall be allowed to be supplied by participating MSE provided that the participating MSE quoted price within price band L1+15% and matches L1 rate. The preference for order shall be given according to their ranking after price bid opening / e-Reverse Auction.

(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 GeM portal (https://gem.gov.in/) or can be obtained from the Office of Dy. General Manager (CC/EES/MS_IT).

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.

(d) Relaxation in PQC criteria for eligible MSE:

i) Relaxation of 25% in prior technical experience shall be provided in case of value or quantity based technical PQC only.

ii) Relaxation of 25% in Annual financial turnover shall be provided in case of financial PQC

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.

iii) **All MSE bidders has to opt for MSE preference if applicable to them in GeM portal /shall register / declare their UAM Number on CPP/GeM Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.**

iv) In case of contract involving wage agreement covered workmen wherein MSE is not L1 bidder, the lowest of the split shall be awarded to MSE fulfilling the conditions of being within L1+ 15% band and shall agree to matching L1 in order of their ranking after price bid opening (OR eRA if applicable). In case it is observed that there are more than one MSEs within the L1 + 15% band and when the L1 bidder is Non MSE, then in this case the equal distribution amongst all the qualifying MSEs, then in this case the equal distribution amongst all the qualifying MSEs as per the policy shall not be done, due to operational / practical reasons.

1.08A 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	MandarHukeri	9819611681	mandar.hukeri@rxil.in
A Treds	Ms. DeepaRath	9980771532	Deepa.rath@invoicemart.com;
	Mr. Hitesh Popli	9930061225	hitesh.popli@invoicemart.com
M1 Exchange	Jacob Raphael V	7506197628	jacob.r@m1xchange.com
	NieshantNagda	9870337378	nishant.nagda@m1xchange.com

MSE 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.

A payment 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

Any Change in MSE policy by Govt/competent authority shall supersede above MSME clauses.

1.08B Trade Receivables e-Discounting System (TReDS) for MSME Vendors

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 all the TREDS financial institutions registered with RBI as on date:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. Invoicemart, a joint-venture between Axis Bank and M junction Services (A.Treds)
3. Mynd Online National Exchange Solution (M1 xchange)
4. KredX Platform Private Limited (DTX)

Contact details are given below:

1. Receivables Exchange of India (RXIL)	
Link for registration	https://signup.treds.in/preRegistration
Mr.Shreyas Sakhalkar	shreyas.sakhalkar@rxil.in
	+91 8291553987
2. Invoice Mart (A.TReDS)	
Link for registration	https://onboarding.invoicemart.com/
Contact Person:	
Ms. Gauri Mahamulkar	Gauri.Mahamulkar@invoicemart.com
	+91 8369204066
Mr. Kishor Prasad	kishor.prasad@invoicemart.com
	+91 9167759492
3. Mynd Online National Exchange (M1xchange)	
Link for registration	https://online.m1xchange.com/registration/#/basic_details
Mr. Ankit Kumar Singh	ankit.singh@m1xchange.com,
	+91 9800250394
Mr. Jhalak Bajaj	jhalak.bajaj@m1xchange.com
	+91 9971546446
4. KREDX Platform Prvt Ltd (DTX)	
Link for registration	https://www.dtxindia.in/
Mr. Vineet Pandey	vineet.p@kredx.com
	+91 9967444114
Mr. Prathamesh Varose	prathamesh.varose@kredx.com
	+91 8600273564

Vide Gazette notification dated CG-DL-E-02072026-273996, dated 30th June 2026, it has been mandated that all operating CPSEs shall, in respect of procurement of goods or services from the micro, small and medium enterprises, route the settlement/payment of

invoices through any of the TReDS platforms authorised by the Reserve Bank of India ONLY.

Hence, all PAYMENTS/ SETTLEMENTS to MSME vendors will be done through "RBI-authorised TReDS PLATFORM ONLY". However, the discounting/ factoring of the invoices are at option to MSME vendor.

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, if they choose to.

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

RCF shall not intervene in the vendor's decision to place their invoices on "ANY ONE OF THE RBI REGISTERED TReDS Platform".

Settlement through TReDS is mandatory only to the MSME vendors and NOT any other vendor "NOT" registered as MSME with RCF.

The responsibility for payment of all charges/fees payable to the TReDS platform, financier, or factor shall be governed as per the arrangement between the vendor and the concerned platform / financing institution.

It shall be the responsibility of the bidder to maintain active registration and comply with all procedural requirements of the concerned TReDS platform during the contract period.

1.09 <u>Benefits to START-UPS</u>:
SCENARIO A:
In this, the following clauses shall be applicable-

A) *Start-up bidders must submit the following documents:*
   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) *Start-up bidders has to submit 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.

C) *Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.*

1.09 Grievances during Tendering Process, if any:

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to GrievanceCell-Thal-Contract Cell AT following e-Mail ID:

1.10 GC-THAL-CC@rcfltd.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

1.11) BIOMETRIC DIGITAL ATTENDANCE:

It is mandatory for the contractor and all his workmen to daily mark their attendance (in time punch & out time punch -daily) on biometric attendance system installed at various location in RCF Factory premises. The monthly attendance register submitted by contractor may be verified with the monthly RCF digital attendance report. In case there is any mismatch found in worker attendance data then in such case RCF shall take suitable action against the contractor and that particular worker.

HR Compliance Terms & Conditions (*Revised on 28/01/2025*)

(Applicable for job to be done in RCF Thal premises)

PART- B

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. Contractor shall abide the provisions made under The Contract Labour (R & A) Act, 1970.

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 along-with the necessary Administrative Charges. Receipt copies of the challans along with ECR statement should be submitted by contractor to HR Dept. before 25th of every month through Executive Dept. as per check list provided by HR Deptt.

3. EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I.ACT (As applicable)

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 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 & and hence Insurance Policy covering

all such Contract Worker is required to be taken under the Employees Compensation Act, 1923. 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, EMD, 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 ,1953 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 Number. 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 as applicable.

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 (submission of Form-VII) before execution of work, so as to Register the name of the Contractor before Registering Officer of the Central 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 Officers 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.
- Contactor shall submit Application to Principal Employer for issuing them Form –III for obtaining Labour Licence. Accordingly, Principal Employer will issue Form No. III to contractor for obtaining Labour Licence (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.
- All running bills including Final bill of the contractor along-with required labour compliance documents shall be routed through HR Dept. to ascertain that the contractor has complied the statutory requirement and same can be forwarded onwards to Authorities by HR Deptt. towards ensuring the compliance on part of Principal Employer.

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

The Contractor must remit ESI/Insurance policy under Employees Compensation Act, 1923, PF,PT, MLW Contributions in respect of Contract workers to be engaged at RCF site and submit the proof of Challan & ECR copy every month along with Wages & Attendance register copy & Wage payment Bank Statements duly certified by representatives of Execution Dept. to HR Dept.

Monthly bills of Contractors should be reimbursed only when monthly NOC is issued by HR Dept. to the Contractor through Execution Dept., after examination that the ESI, PF & 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 monthly documents showing compliance of all the relevant Acts, Laws, Rules and Legislations to HR Dept., through Execution Dept., whenever there are complaints/ non-compliance noticed.

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

Execution Dept., while submitting the Final Bill/Security Deposit, 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. It should be supported with NOC of workers 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 with Contractor, for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.

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. E-Pehchan Card to every coverable employee under ESI Act.
06. The contractor shall pay wages to his workmen through E-Payment Mode. No wages payment shall be made in cash or through any other mode.

In event non-compliance, penalty on invoice amount for the respective period /bill raised by contractor, may be charged by Execution Dept. as per their NIT / Work Order terms.
The above must be incorporated in the NIT/ Work Order and then only concurrence of NIT/Work order will be done by HR.

7. **Contractor shall abide / comply the following:-**

1. 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.

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

3. 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.

4. 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.

5. 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.

8. 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 statue. The Contractor shall ensure that he/she, his/her sub-contractor and his/her, 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. The contractor should comply properly with the provision of relevant laws i.e., Factories Act etc. as per the applicability.

9. 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 One Rupee Revenue Stamp on the Muster-cum-Wage Register and also ensure that the representative of Principal Employer has 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/her 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) Whenever word “Employee” is used please use the word “Contract Labour” or “Contractor Employee” and read accordingly.

b) 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.

c) 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.

d) Contractor should complete the work as assigned during his contract period.

e) Contractor should regulate the conditions of employment of his employees/ contract labour.

f) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.

g) Contract labour shall be in neat and clean uniform and with proper safety appliances (PPE`s) 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.

h) All persons employed by the contractor shall be his own employees for all intends and purposes. Contractor Supervisors should be available to give instructions to the contractor workers and will supervise the entire work.

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, leaves, 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 / herself.

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 RCF indemnified 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 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 monthly bill/final bill/security deposit will be preserved in HR Dept. to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Contractor/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/NOC certificate from 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 workers 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 reserves 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, 1970

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`s)
Maintenance of Overtime Register
Maintenance of Leave with Wages Register (Form 20).

04. Employees State Insurance Act 1948

(a) Accident Registers
(b) Inspection Book

05. Combined Registers:

As per the Notification G.S.R. 154(E) issued by the Ministry of Labour and Employment, New Delhi on 21st February 2017, contractors are required to maintain following combined registers to ensure compliance with various labour laws.

1. **Form A:** Employee Register.
2. **Form B:** Wage Register
3. **Form C:** Loan/ Recoveries/Damage/Loss/Fines/Advance/Absence Register.
4. **Form D:** Attendance/Muster-Roll Register.

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29. Present Minimum Wages (non-agreement covered workers):

The minimum wages are declared by state & Central Government time to time. Contractor to check the minimum wages at the time of job in RCF premises for submission of the HR compliance documents. The present minimum wages followed at RCF Thal are as follows:

This is to inform that the Competent Authority has revised the Minimum Wages (State Govt.) with effect from 1st July, 2026, as detailed below:

As per the Minimum Wages declared by the State Government, the revised rates shall be applicable to Contract Workers (Not Covered under Wage Agreements) working at RCF Thal Unit.

1. Scheduled Employment – Construction & Maintenance of Roads, Building work for Zone C/Area C
   (For Civil, Mechanical, Electrical, Railway Track Maintenance & Any other Maintenance jobs)

Category	Basic Rate of Wages		DA / Spl. Allows. w.e.f. 01/07/2026		Minimum Wages w.e.f. 01/07/2026	
	Per Day	Per Month	Per Day	Per Month	Per Day	Per Month (for 26 Days)
Unskilled	Rs. 674.23/-	Rs. 17,530/-	Rs. 123.00/-	Rs. 3,198/-	Rs. 797.23/-	Rs. 20,728/-
Semi-Skilled	Rs. 715.77/-	Rs. 18,610/-	Rs. 123.00/-	Rs. 3,198/-	Rs. 838.76/-	Rs. 21,808/-
Skilled	Rs. 774.04/-	Rs. 20,125/-	Rs. 123.00/-	Rs. 3,198/-	Rs. 897.03/-	Rs. 23,323/-

NOTE: For quoting manpower rates on per hour/per day/per month basis, in such cases the PF (13%), ESIC (3.25%), Bonus (8.33%), bidders minimum service charges as per GeM portal (presently it is 3.85% incl of 18% GST) etc. and any other statutory requirement if any and as applicable, has to be included in the quoted rates.

			Skilled manpower	
	Present min wage per month	per month rate	23,323.00	
	Present min wage per month	per day rate	897.03	
	PF	13%	3,031.99	
	ESIC	3.25%	NA	
	Bonus	8.33%	NA	
		sub-total-1	26,354.99	
service charge (as per present GeM T&C): (with GST 3.85%)		3.26%	859.17	
		sub-total-2	27,214.16	
		min. per man-month	*27,214.16*	*(SAY) 27215*
		min. per man-day	*1,046.69*	*(SAY) 1047*
		min. per man-hour	*130.83*	*(SAY) 131*
NOTE:				

1. **Timely Payment of Wages:**

   It must be ensured that all contract labour are paid wages within the prescribed time limits as per statutory provisions. (On or before the 7th day of the succeeding month following the relevant wage month.) Wages should be disbursed without delay, through bank transfer only to ensure transparency.

2. **Issuance of Appointment Letters:**

   Every contract worker must be provided with a formal appointment letter by the contractor. The letter should clearly specify terms of employment, nature of work, wage rates, duration of engagement, and other conditions. (Enclosed Specimen Copy at Annexure **"B"**)

   Please note that all contractors shall issue appointment letters to all existing contract workers deployed at RCF, Thal Unit, as well as to all new contract workers at the time of their engagement. A copy of the appointment letter shall regularly be enclosed with every Gate Pass application submitted for the issuance of a new Gate Pass or the renewal of an existing Gate Pass of the concerned contract worker. The appointment letters shall be checked by the HR Department while processing all applications for the issuance or renewal of Gate Passes, and this checking process shall be implemented with immediate effect.

3. **Issuance of Wage Slips:**

   Contract labour must be issued detailed wage slips for every wage period. Wage slips should include details such as number of days worked, wages earned, deductions (if any), overtime, and net payment.

NOTE: In case of tenders wherein manpower unit rates are sought, in such tenders, bidder who quote manpower unit rates, below the min. wages for manpower rates, as per above calculation methodology, shall be straightway rejected.

ANNEXURE - I

GENERAL TERMS & CONDITIONS (GTC)

NOTE:

1) Deviation sought by the bidder, whether commercial or technical deviations must be submitted along with the technical bid as separate sheet marked "DEVIATIONS". In absence of which it shall be presumed that all terms and conditions of the subject tender enquiry are acceptable to bidder. Any wilful attempt by the bidder to camouflage the deviations by giving them in the covering letter or in any other documents of the technical bid may render the bid itself non-responsive. Any deviations mentioned in the text of the tender elsewhere shall be ignored.
2) In case of contradiction with this GTC and GTC on GeM (in case of tenders on GeM portal), then the GTC on GeM portal shall prevail for such contradicted portion of the tenders.

1.0 DEFINITIONS: The terms repeatedly used shall mean as follows:

1.1 'Contract/work order' shall mean and include any award of work in writing with general terms and conditions/special conditions of tender, enclosures, Annexures and subsequent amendments thereto.

1.2 'Contract Value' shall mean the total amount payable to contractor towards the jobs actually executed by the contractor in accordance with the order issued to contractor by RCF.

1.3 'Contractor' shall mean the bidder whose bid has been accepted by the owner and shall include contractor's heirs, legal representative, successors and assigns.

1.4 'Date of contract' shall mean the date of issue of letter of intent or the date so mentioned in the work order.

1.5 'Owner/RCF' shall mean and include the Rashtriya Chemicals and Fertilizers Limited having its Registered Office at Priyadarshini, Eastern Express Highway, Bombay-400 022, their successors, assigns or legal representative.

1.6 'Guarantee/Warranty Period' shall mean the specified period from the date of completion of work (as certified by RCF Engineer) during which contractor shall rectify and remove all the defects pointed out by RCF Engineer, free of cost.

1.7 'Schedule of Rates' shall mean the bid rates of the contractor in respect of which the bid has been accepted.

1.8 'Tenderer/Bidder' shall mean the person, firm or corporation who have submitted a tender/bid against invitation to bids and shall include their legal representative, successors, and assigns. It shall also include the successful tenderer whose bid has been accepted.

1.9 'Amendment order' shall mean an order given by RCF to effect additions, substitutions or alterations in the work order.

1.10 'Work' shall mean and include all activities as specified under the scope of work.

1.11 The 'RCF Engineer'' means the engineer of RCF who is duly nominated by management for giving instructions only to the contractor for fulfilment of terms and conditions of the contract.

1.12 'Battery Limit' shall mean boundaries of continuous area within which the plants and equipments are located.

1.13 Site shall mean that portion in plant / stores / building /open yard at RCF Thal, where work is to be done.

1.14 'Job order' shall mean the written order issued by the RCF Engineer for a particular job.

2.0 SECURITY DEPOSIT:

2.1 The successful bidder called the contractor shall be issued a letter of intent/work order. On receipt of the work order, the contractor shall deposit within 15 days a sum equivalent to **5%** of the contract value towards security deposit for faithful performance of the work or furnish a bank guarantee from a nationalised bank in RCF pro-forma for equivalent amount and valid for the contract period plus three months.

2.2 The security deposit / bank guarantee shall be converted into performance guarantee after completion of the work. This amount / bank guarantee shall be returned after the expiry of guarantee / warranty period.

2.3 In case of annual rate contract and at the request of the contractor, RCF may consider deduction of security deposit as applicable above from the contractor's running bills.

2.3 On submission of security deposit, the EMD of the contractor shall be returned.

2.4 No interest shall be payable by RCF on the security deposit and EMD.

2.5 Further, if the SD is not deposited within the stipulated 14-day period, the SD will be recovered along with Interest from the due date of Deposit from the first payment. The interest rate shall be the applicable Secured Overnight Financing Rate (SOFR) + 2% or MCLR (6 months) + 2% as applicable

3.0 LETTERS OF INTENT/CONTRACTS /AGREEMENTS

3.1 Full documentation consisting of either memorandum of agreement or contract letter with all terms and conditions incorporated will be issued to the selected contractor in duplicate. These will be signed by the Contractor in token of acceptance. The original and one copy will be returned to the Officer concerned for safe custody and one copy retained by the Contractor for his use.

4.0 LAWS PERTAINING TO LABOUR

4.1 This contract shall be governed by the various labour laws for the time being in force. The contractor shall comply with all Central, State and Municipal laws and Rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments there under.

No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and legislation, in force from time to time. In case RCF has to pay any charges for non-compliance of any Act, Enactments, laws, Rules and Legislation in force from time to time, by the contractor, the same shall recovered from the contractor.

4.2 Contractor shall submit all the relevant documents showing compliance of all the relevant Acts, Laws, Rules and legislations as when called by RCF.

4.3 If the work entails employing more than 19 (Nineteen) contract workers, the contractor should obtain a licence from competent authority as per provisions of The Contract labour (Regulations and Abolition) Act, 1970.

4.4 The contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract, which he is liable to pay by rule, law or order of Government. The expenses, if any incurred by RCF on the above will be realized from the contractor from any amount that may be due from RCF to the contractor. If any accident or injury or death is sustained by any worker, the contractor should immediately inform RCF of the same in writing giving full particulars about the injured person for preparing the accident report and giving the necessary first aid.

The contractor shall cover the workmen deployed at RCF Thal site under Group Personal Accident Insurance' and no expenses on this account shall be borne by RCF.

4.5 The Contractor shall give the address, phone no and the name of the contact person of its local office in order to give the job order. The contractor shall attend the job immediately on giving the message at the said address.

4.6 The Contractor shall ensure that at all times the persons appointed by him to serve in the company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.

4.7 Contractor shall comply with the provisions of the Minimum Wages Act, 1948 and ensure payment of minimum wages, as declared by appropriate Govt. from time to time, to the labours engaged by him.

4.8 The contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law or statute in force from time to time or any other reason whatsoever.

4.9 The contractor's workmen shall be in neat and clean uniforms and with proper safety appliances while on duty at all times.

4.10 The employees of the contractor shall be liable to be searched by the Company's Security Force and shall have to strictly observe the Company's directions relating to cleanliness, wearing of identification badges etc.

4.11 No employees of the contractor shall be allowed to stay on the premises of the Company beyond the authorised working hours.

4.12 All staff employed by the contractor shall be the Contractor's employees for all intents and purposes. After expiry/termination of the contract, the contractor shall take out all his employees from RCF Site. RCF shall not take any responsibility regarding employment of Contractor's employees.

4.13 The contractor shall have Provident Fund (P.F.) account No. and ESIC registration nu. duly obtained from competent authority under the Provident Fund & M. P. Act, 1952 and ESIC Act 1948.

The contractor shall deposit monthly P. F. contributions and ESIC contributions, within 15 days of the end of every calendar month and shall submit the list of such employees along with details of P. F. contribution and ESIC contribution, deducted from the salary of the employees along with monthly P. F. paid challans and ESIC paid challan.

The bills of the contractor will be certified and passed for payment only after production of P. F. paid challans and ESIC paid challan and all other documents required to be maintained under various laws.

4.14 Contractor shall comply with provisions of Interstate Migrant Labour Act & prior approval of GM (O) shall be taken before deployment of Interstate Migrant Labour at site.

4.15 Contractor shall cover his workers/employees under Maharashtra Labour welfare Fund Act, 1953 and pay both the welfare fund contribution of workers/employees and employers share to the Maharashtra Labour Welfare Fund (MLWF). The contractor has to obtain separate code no. (as being done for ESI & PF code no.) for the compliance of welfare fund Act. Contractors have to make the online payment and submit the receipt timely to RCF along with the other HR Compliance documents.

5.0 SAFETY OF WORKERS:

Contractor shall take clearance from Safety Officer before start of any job within factory premises, and his advice shall be implemented.

5.1 Report of every accident minor or major must be immediately submitted to the Chief Safety Officer, RCF Thal by site In-charge of the contractor.

5.2 Contractor's workmen must wear safety appliance e.g. helmet, gas-masks, safety belt etc. while working.

5.3 All tools, tackles, etc. used by the contractor shall be in safe working condition and shall be certified by the competent person as per statutory requirements, and any damaged/unsuitable tools & tackles must be removed from the site.

5.4 Contractor shall not undertake any work within the Battery Limits of the plants, unless proper and valid safety permit is obtained.

5.5 For any violation of safety rules, the contractor has to take appropriate action against his labours.

5.6 The contractor shall abide by all the directives of RCF and statutory bodies regarding safety of his workmen, equipments etc.

5.7 The contractor shall submit within 15 days from date of contract the Names, Permanent & Present Address / Age / Qualifications, experience & two Passport size photographs of all employees to be placed at site, along with Proof of Age, to RCF's Personnel Department. Any addition to the strength of workers shall also be intimated to RCF immediately with all these details.

6.0 PAYMENT OF WAGES:

6.1 Contractor shall make payment of wages to contract labour in presence of RCF's authorised representative. Contractor shall therewith comply with the provisions of The Payment of Wages Act, 1936 and The Minimum Wages Act, 1948.

7.0 MAINTENENCE:

7.1 Contractor shall clean up the area after completion of his work by removing all unused materials, scaffolding etc. provided by him or RCF. All scrap materials shall be removed to RCF Yard, after weighment. Contractor shall remove daily, all waste materials and shall not permit debris to accumulate except in area earmarked for this purpose.

8.0 SUPERVISION:

8.1 The contractor will ensure that the instructions of site Engineer In-charge of the job shall be faithfully and promptly carried out and in case the contractor, his employees or any of their representative indulge in any illegal/unlawful activities or any misconduct, the contract/work order may be terminated without any notice at the risks and cost of the contractor.

8.2 The contractor shall maintain continuous supervision by qualified and experienced persons on the job. The contractor's site in-charge shall be available at site all the time so that RCF Engineer In-charge may give necessary instructions/advice to contractor.

8.3 The contractor shall prepare and submit a CPM/Bar chart on the basis of completion time as specified by Engineer In-charge and clearly indicate completion time of different activities, which will be scrupulously followed.

9.0 GATE PASSES:

9.1 The contractor shall obtain gate passes duly signed by Commandant, CISF, RCF Thal or his representative for his supervisors. For other workmen, the contractor will have to procure tokens from CISF after depositing Rs.10/- per token. This deposit amount will be refunded after satisfactory completion of the contract and after returning all the tokens in good condition.

9.2 <u>POLICE VERIFICATION CLAUSE</u>: (APPLICABLE FOR RCF SITE JOB)

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, this being CISF requirement.

It is mandatory that character & antecedent's verification must be made of each & every contract labor prior to giving permission to enter inside RCF factory premises. Contractor must submit Police Verification Certificate (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.

Under special circumstances, a only one-time 7-day / 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 labor.

10.0 INCOMING / OUT GOING MATERIALS:

10.1 Contractor shall prepare challans for all incoming materials belonging to him, including tools and tackles, consumables in triplicate and shall get them endorsed at the materials gate. One copy of all such challans shall be retained by CISF. One copy shall be deposited by the contractor with respective plant engineer to facilitate the return of such materials after completion of the job.

11.0 SECURITY OF MATERIALS:

11.1 The contractor has to ensure for safety of his materials, tools and tackles etc.

11.2 The contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

12.0 INSPECTION:

12.1 All materials supplied and / or used by contractor shall be subject to inspection by Engineer-In-charge. Any material not meeting specific requirements will be rejected and contractor shall replace the same immediately with material of specific type and quality.

12.2 Contractor's installation procedure shall also be subject to inspection by Engineer In-charge at all times. Any material found to have been damaged or improperly installed shall be removed and reinstalled promptly by the contractor without any extra cost unless the damage was caused by others.

13.0 SCOPE OF SUPPLY:

13.1 Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable etc. RCF shall not supply anything except materials of construction for executing specific jobs. Contractor shall also make his own arrangement for carrying materials to the site.

13.2 If any tools or tackles are given to contractor on loan basis for purely temporary purpose, the charges for the same will be deducted from contractor's bills.

13.3 RCF shall supply free of cost, electricity, water and steam at one point only. Further extension shall be in the contractor's scope.

13.4 In case of emergency, medical facility, to the extent available shall be provided on payment of usual charges.

14.0 ISSUE OF MATERIAL BY RCF:

14.1 As regards to materials issued from RCF stores is concerned, further handling of the same shall be in the scope of the contractor.

15.0 WORK SCHEDULE:

15.1 On receipt of the work order, the contractor shall submit to RCF for approval, a detailed work schedule showing all the activities for completion of the work. The work shall be completed as per this schedule approved by RCF.

16.0 EXTRA WORK:

16.1 In case any extra work other than the works specified in RCF's order arises, the same shall be done after RCF's approval and issue of amendment to this affect. Payment for any extra work done without prior approval of RCF may not be released.

17.0 RETURN OF RCF'S MATERIAL:

17.1 When RCF's material is issued to contractor for repair work, the balance material and the scrap generated from RCF's materials shall be returned to RCF after completion of the work.

18.0 PERFORMANCE GUARANTEE / WARRANTY (PG): Not Applicable

~~18.1 The Contractor shall give guarantee / warranty for the materials used and the workmanship, for a period of **12 months** from the date of completion of the allotted work as certified by RCF Engineer. The contractor shall furnish performance bank guarantee for **5% value of the contract and valid for the guarantee period + Three months** or the security deposit will be converted into performance guarantee, as the case may be.~~

~~18.2 Any defect noticed during the guarantee/warranty period shall be rectified by the contractor, free of cost.~~

19.0 COMPLETION TIME:

19.1 The completion time shall be as specified in the scope of work or as specified in each job order.

20.0 MUTUALLY AGREED DAMAGE (MAD):

20.1 If the Contractor /Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the RCF will be entitled to deduct/recover the MAD for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

21.0 TERMINATION OF CONTRACT:

21.1 RCF may terminate the contract in part or in full for its convenience by giving 3 days notice. Default on the part of contractor shall be treated as breach of contract, and in that case RCF reserves the right to terminate the contract and forthwith forfeit earnest money deposit and/or security deposit and get the job done by a third party in part or in full at the risk and cost of the contractor. RCF also retains the option of debarring the contractor from participating in future tenders for any specific period. Payment for the work completed at the time of termination of the contract shall be mutually settled.

21.2 RCF shall have the right to termination the contract, if the contractor is unable or fails or neglects to execute the work covered by the contract. Any loss incurred by RCF in this respect will be to the 'Contractor's account. RCF will also have the right to get the job done by a third party in part or in full at the risk & cost of the contractor.

21.3 TERMINATION OF CONTRACT FOR CONVENIENCE:

RCF may also by express order/notice terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective.

Payment shall be made to the contractor for the work that is complete, at the time of issue of notice of termination as per the terms of the contract.

22.0 PAYMENT TERMS:

22.1 100% payment shall be released on completion of the allotted work to the satisfaction of RCF Engineer and after conversion of security deposit into performance guarantee.

22.2 In special cases where the payment of security deposit is waived off by RCF **95%** payment shall be released on completion of the work and balance **5%** shall be released on expiry of the guarantee period, or submission of performance bank guarantee for equivalent amount and valid for the guarantee period.

22.3 In case of a long term contract, only one bill shall be submitted every month along with relevant supporting documents and HR compliance documents.

22.4 Normally, payment shall be released within 30 days from the date of receipt of bill, complete in all respects along with the HR compliance documents.

22.5 No claim for interest or any other compensation shall be entertained in respect of earnest money or in respect of any money which may be in RCF's hand owing to any dispute between RCF and Contractor or in respect of any delay on the part of RCF in making interim or final payment.

23.0 CONTRACT VALUE:

The contract value shall be computed as follows:

23.1 The total contract value shall be inclusive of all taxes, duties, octroi etc. and remain firm without any escalation till the entire work under the order is completed.

23.2 When the contract is awarded on unit rates basis, value of contract mentioned in the order shall be indicative and payment shall be released depending upon the actual work executed. However, the unit rates shall remain firm without any escalation, for the entire contract period.

23.3 RCF reserves the right to recover the amount due from the contractor, from the bills payable under this contract.

24.0 VALIDITY OF OFFER AND CONTRACT:

24.1 The validity of offers shall be 75 days from last date of opening of tender. The tenderer cannot withdraw/modify his tender or revoke the same within the said period. If the tenderer withdraws/modifies or revokes the tender or revises the tender rates or any terms within the aforesaid period of three months, his earnest money deposit if submitted will be forfeited.

24.2 Rates shall be valid for total contract period of TWO YEARS from date of work-order.

25.0 SUB-CONTRACT:

25.1 The contractor shall not subcontract the job or part of it to any other agency without the written permission of RCF. The bidder has to submit the credential documents to RCF. The quantum of job to sub-contract shall be allowed as per RCF policy based on the credential document submitted. In case RCF permits to employ a subcontractor if found competent and in the interest of the work, it shall not imply any limitation of contractor's liability to fulfil the work order.

26.0 INCOME TAX DEDUCTION:

26.1 Income tax as per the provision of Income Tax Act shall be deducted from the contractor's bills and certificate of 'Tax Deduction at Source' shall be furnished by RCF.

27.0 DISPUTES AND ARBITRATION:

27.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration.

Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

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

28.0 FORCE MAJEURE:

The force majeure conditions are as follows:

28.1 Neither the contractor nor RCF shall be considered in default in the performance of their obligations as per the contract, so long as such performance is prevented or delayed because of legal strikes, war, hostilities revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of government or subdivision thereof or because of any act of God,

provided it shall promptly, in any case not later than 14 days of happening of the event, notify the other, the details of the force majeure and the influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it, to the satisfaction of the other.

28.2 Should either party be prevented from fulfilling the obligation provided for in the contract by the existence of cause of force majeure lasting continuously for a period exceeding 8 months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

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

29.0 APPLICABILITY OF TERMS AND CONDITIONS:

29.1 The terms and conditions mentioned in the scope of work (Annexure-II) shall prevail over the terms and conditions mentioned elsewhere in the NIT work order.

29.2 In case of contradiction in the specifications, more stringent of them shall prevail. The decision of RCF Engineer shall be final in this regard and binding on the contractor.

30.1 RCF'S lien on all money dues:

RCF shall have a lien on and over all or any money that may become due and payable to the contractor under these present, and/or also on and over the deposit or security deposit amount or amount made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to RCF by the contractor either under this or under any other contract or transaction of any nature whatsoever between RCF and the contractor. In addition RCF shall at all times be entitled to deduct that paid debt or sum due by the contractor from the money, securities or deposit which may become payable to the contractor.

30.2 DECLARATION OF RELATIONSHIP:

Contractor shall disclose at the time of tender, the names of relative/persons employed directly with RCF Thal. Tenderer should also disclose names of his/her shareholder who are employers of RCF Thal. Should a tenderer have a relation or relations, or in the case of a firm or company, one or more of its share holders employed in RCF shall be informed at the time of submission of the tender, failing which RCF may reject the tender or rescind the contract.

30.3 REJECTION OF TENDERS:

Tenderers who do not fulfil any of the conditions mentioned herein above or any incomplete in any respect are liable to be summarily rejected. Management may accept or reject any or all tenders without assigning any reasons.

i) To Split of the work amongst two or more tenderers or

ii) To accept the tender in part and not entirely without assigning any reason.In case the tender is from Govt department, public sector, RCF shall have right to give preference as per government guidelines. Decision of RCF shall be final in regards to all matters relating to this tender.

The following tenders will be liable to summarily rejected.

i) Tenders submitted by tenderers who resort to canvassing.

ii) Tenders which do not fulfil all or any of the condition laid down in the tender documents or incomplete in any respect.

iii) Tenders which contain uncalled remarks or any alternative / additional conditions.

iv) Conditional tender.

30.4 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 upto Rs.21,000/- p.m., under his Code No., and shall deposit regularly ESI Contributions as applicable. **Receipt copies of the challans should be submitted at the time of bill submissions.** For those contract workers not covered under the ESI Scheme, the provisions of The Employees Compensation Act,1923 will be made applicable to them. Contractor has to ensure the compliance of the same.

30.5 Following documents are required to be submitted by the vendors for HR clearance along with each original bill:

- ✓ Self-attested copy of Wage register
- ✓ Self-attested copy of the statement of Salary paid to the work-men
- ✓ Self-attested copy of Attendance register
- ✓ Self-attested copy of ESIC paid challan& ECR statement
- ✓ Self-attested copy of PF payment confirmation receipt
- ✓ Self-attested copy of PF paid challan& Statement
- ✓ Self-attested copy of **MLWF** paid receipt/challan.
- ✓ Self-attested copy of PT tax paid receipt/challan.
- ✓ Self-attested copy of Wage Slip.
- ✓ Self-attested copy of all the other HR compliance documents as revised government from time to time.

Note:

1. The attendance register submitted every months shall be verified with digital attendance system implemented at RCF Thal. In Case of any deviation then digital attendance system shall be considered as final and binding on the contractor.
2. All Contractor has to ensure that all their employed Person shall register their "face enabled" attendance each day/daily before their workers go to plant site for daily work/job.
3. It is found that any worker of the contractor is not registering daily attendance on RCF attendance system during his working day then action shall be taken against the contractor and his workmen.

30.6 FALL CLAUSE:

1. It is a condition of this tender and that of the pursuant contract that the prices charged for the goods supplied by the contractor shall in no way exceed the lowest price at which the contractor sells rate contracted goods of identical description to any other person/organization following conditions of sale similar to those of this tender and that of pursuant contract, during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such rate contracted goods or sells such rate contracted goods to any other person/organization at a price lower than the prices chargeable under the contract, with due allowance for elapsed time and quantity, he shall forthwith notify such reduction or sale to the Dy. General Manager (Purchase), RCF and price agreed to under the contract for the goods supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

2.To comply with the above condition, the contractor shall furnish the following certificate along with each of their bill for payment to the paying authority. a) The price charged for the rate contracted goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the rate contracted goods of identical description to any other person/organization following conditions of sale similar to those of this tender and that of pursuant

contract, during the period till performance of all Purchase Requisitions placed during the currency of the Annual Bulk Supply Contract is completed.

3. If at any time, during the said period the contractor reduces the sale price of such rate contracted goods or sells such rate contracted goods to any other person/organization at a price lower than the price chargeable under the contract, the contractor shall forthwith notify such reduction or sale to the Dy. General Manager (Purchase) and the price payable under the contract for the rate contracted goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
4. Exemptions to this shall be applicable as per prevailing Manual for Procurement, Ministry of Finance, DOE.

NOTE: If terms mentioned in NIT are contradicting with the terms and conditions mentioned in General Terms and Conditions (i.e. Annexure-I) of NIT, then terms and conditions mentioned in NIT shall prevail.

ANNEXURE - II

SCOPE OF WORK

1.0 SCOPE OF WORK: For Ultrasonic thickness testing & certification of Pipelines includes:

1.1 To clean the surface at the bends and at every 10 meters' length of pipeline to measure the thickness of pipeline by Ultrasonic testing method.

1.2 **To remove insulation at the bends and on the straight pipe lines at the point of inspection and fixing back the existing insulation properly with new aluminum sheet with bitumen tape or equivalent lining between joints & fixing screws to avoid water seepage through it.**
These pockets shall be numbered for future reference.

1.3 To prepare the report indicating the line number & other details, point number & corresponding thickness against the original/standard thickness and to calculate Minimum permissible thickness of the pipeline for each section. **The report format should exactly be the same as prescribed in various relevant sections of MFR, 1963.**

1.4 The contractor shall arrange portable ladder wherever required them. Inaccessible points which are considered unapproachable or unsafe for working are limited to only 5 % of total points where thickness is to be measured. Only at inaccessible points, scaffolding will be provided by RCF.

1.5 The thickness shall be measured at each bend at three points. For bend having valve at inlet or outlet, reading shall be taken at neutral axis on both sides. On straight pipes, one reading shall be taken at a distance of approx.10 meters.
In case of scanning of the area around any point is considered necessary for certification purpose etc. by RCF, no additional amount shall be payable in case of bare points. However, RCF will pay additional amount to one point in case of insulated pipes.

1.6 In case of cold insulation, existing Polyurethane shall be reused where the same has been removed for facilitating thickness measurement and pocket shall be closed as mentioned above.

1.7 For UT of SGP & Ammonia boilers, vendor shall take readings by 5 mm small probe / curvature probe as per requirement. Readings on bends in SGP boiler shall be taken by curvature probe.

1.8 UT of pipelines shall be done every year or as instructed as per RCF EIC

1.9 No minimum qty per visit is defined.

2.0 The safe Engineering practices given below shall be followed in above jobs:

2.1 Safety training of RCF Safety department has to be taken before starting the job.

2.2 Workmen's experience, age, address and medical fitness certificate need to be certified by contractor before starting the job.

2.3 Following safety equipment must be available with the contractor's workers at job site. Safety belt, Helmet with torch, Ear muffs & plugs, Safety shoes, Safety goggles, Hand gloves, Nose mask etc.

2.4 Contractor shall follow safety provisions as per safety work permit.

2.5 Valid group insurance accident policy for workers deputed for the job is essential. (Height up to 56-meter level)

2.6 The complete jobs will be carried out safely under the supervision of Contractor's supervisor only.

3.0 Report Submission: The job of inspection, thickness Measurement etc. shall be taken up in time as per the schedule. The preliminary report shall be submitted within 15 days after taking readings. Final reports & Certificates shall be submitted within one month after taking readings.

4.0 TENURE OF CONTRACT: The contract shall be lined up for TWO years. The quoted rates shall be valid for entire period of contract.

5.0 Mobilization: Being critical and emergency in nature and to emphasize the damage of the pipeline/equipment and further course of action, Mobilization time shall be 6 hours only**.**

6.0 Notes:

i. The quoted rates shall be valid for the period of two years. The quotation shall be submitted strictly in manner specified under schedule of rates (BOQ) to facilitate comparison of rates.

ii. **The quoted rates shall be inclusive of Mobilization / Demobilization. Vendor shall quote accordingly.**

ANNEXURE-II_B

SPECIAL TERMS & CONDITIONS:

1.0 PERFORMANCE GUARANTEE / WARRANTY (PG):

PG Clause shall not be applicable.

2.0 Penalty Clause for delayed in mobilization

i. In the event of delay in mobilization against the contract, RCF shall have the right to cancel the order or terminate the contract without any liability.

ii. RCF may also source the goods or services from alternative suppliers at the Supplier's expense.

iii. Additionally, RCF may impose a penalty on the Supplier, which shall be 0.5% of the total job/bill value, per day or part of the day of delayed period for each instance of delay. The total penalty amount shall not exceed 5% of the total job / bill value.

iv. This penalty clause shall be without prejudice to any other rights or remedies available to the Buyer under the contract or applicable law.

NOTE: If terms mentioned in Annexure-II & IIB of the tender document are contradicting with the terms and conditions mentioned in General Terms and Conditions Annexure-I & IA of the tender document, then terms and conditions mentioned in Annexure-II & IIB shall prevail

ANNEXURE – III

TECHNICAL BID / CHECK-LIST

(Note: Bidder has to confirm their acceptance in given sheet & for technical evaluation, this Annexure (duly filled and Signed and stamped) to be submitted in Technical bid)

NAME OF BIDDER:			
Sr. No:	**Short Text**	**Bidder Confirmation (Please put '√' in front of confirmation)**	**Deviation if Any**
1.	Noted, Agreed and accepted all terms and conditions of Instruction to bidders. (ANNEXURE – IA)	☐ AGREED ☐ DISAGREED	
2.	Noted, Agreed & accepted all terms &conditions of **HR COMPLIANCE**. (ANNEXURE – IB)	☐ AGREED ☐ DISAGREED	
3.	Noted, Agreed and accepted all terms and conditions of **Scope of Work/ Special Terms & Conditions (ANNEXURE–II/IIB)**	☐ AGREED ☐ DISAGREED	
4.	Noted, Agreed and accepted all terms and conditions of HSE(ANNEXURE–VI)	☐ AGREED ☐ DISAGREED	
5.	Noted, Agreed and accepted all terms and conditions of Procedure for action against an Agency (ANNEXURE–IV)	☐ AGREED ☐ DISAGREED	
6.	**Annexure-V** related to GST clauses and and **Annexure-XI** related to sec 144(xi) GFR rules are to be submitted. **(all to be submitted on bidders company letter head)**	Please note.	
7.	Agreed Validity of offers is 75 days from the date of opening of tender or extended date of opening, if any.(Clause no:24 of Annexure-I)	☐ AGREED ☐ DISAGREED	
8.	~~Noted, Agreed and accept for submission of Performance Guarantee / Warranty (PG) as per clause 18.0 of Annexure I.~~	Not Applicable	
9.	Penalty clause for delayed in mobilization, as per mentioned in Clause no 2.0 of Annex _IIA	☐ AGREED ☐ DISAGREED	
10.	MAD clause as per mentioned in clause no 20.0 Annex_I of NIT	☐ AGREED ☐ DISAGREED	
11.	Noted, Agreed and accept the Security Deposit(SD) clause no: 2.0 of Annexure-I (i.e. SD amount of 5% of the contract value to be submitted to RCF in 14 days) Interest rate (@MCLR (6 months) + 2%) applicable and interest shall be recovered by RCF as per clause 2 of Annexure I of the NIT if SD is not submitted in 14 days	☐ AGREED ☐ DISAGREED	
	Signed & Stamp of Bidder with company seal		

12.	Noted, Agreed and accept the Payment Terms clause no: 22.0 of Annexure-I	☐ AGREED ☐ DISAGREED	
13.	Noted, Agreed and accept that the quantum indicated in BOQ, i.e. Price Bid is only indicative & the total quantum is not guaranteed..	☐ AGREED ☐ DISAGREED	
14.	Payment shall be done on actual job done basis	☐ AGREED ☐ DISAGREED	
15.	Noted, Agreed and accepted for job **completion time** as per mentioned in Technical scope of work (i.e. Annexure-II)	☐ AGREED ☐ DISAGREED	
16.	Noted, Agreed and accepted **Mobilization time** as per mentioned in of Scope of Work i.e. ANNEXURE–II	☐ AGREED ☐ DISAGREED	
17.	Agreed that the quoted rates shall be valid on all the time of day & at all elevations. No separate overtime will be paid for holidays, weekly off or after normal duty etc.	☐ AGREED ☐ DISAGREED	
18.	The subject tender is **non-divisible tender.** Evaluation of offers shall be done on overall lowest basis	☐ AGREED ☐ DISAGREED	
19.	If terms mentioned in ANNEXURE–II are contradicting with the terms and conditions mentioned in General Terms and Conditions ANNEXURE–I then terms and conditions mentioned in ANNEXURE–II shall prevail.	☐ AGREED ☐ DISAGREED	
20.	Contract shall be lined up for a period of TWO YEARS. Rates are valid for a period of TWO YEARS from the date of issue of work order	☐ AGREED ☐ DISAGREED	
21.	All the documents/clarification submitted against this tender through GeM Portal is submitted by bidder's authorized representative and Bidder will be responsible for any consequences arising in latter stage in this tender and Bidder will honor the same.	☐ AGREED ☐ DISAGREED	
22.	Is any officers of RCF are related to you? if yes declare the names of the officers related to you.	**YES/NO**	Name if Yes.
	Signed & Stamp of Bidder with company seal		

23.	Is your firm/company has been banned and de-listed by any Government Department/ Financial Institution/ Court of Law./other Central or State level PSUs.?	**YES / NO**	
24.	Separate deviation list, <u>if any</u>, has to be submitted on separate sheet along with the technical bid.	Please note.	
25.	The successful contractor has to depute dedicated team for the subject job. ((Please note that deputation of manpower by stopping other parallel running jobs in various other plants at Thal site shall not be allowed))	Please Note	
26.	✓ **DIGITAL ATTENDANCE SYSTEM:** i. The contractor and their work-men has to give their daily attendance (in time punch & out time punch daily) through "face enabled biometric" attendance system installed in RCF premises. ii. The monthly attendance register submitted by contractor may be verified with the monthly RCF digital attendance report. In case there is any mismatch found in worker attendance data then in such case RCF shall take suitable action against the contractor and that particular worker.	☐ AGREED ☐ DISAGREED	
27.	**PAN NO** (copy of the same is to be submitted along with this sheet / check-list)	_____	
28.	**GST registration No**. (copy of the same is to be submitted along with this sheet / check-list)	_____	
29.	**GST Details:** Please provide the GST number and applicable GST type.(copy of the same is submitted	GST No ……. □ IGST □ SGST + CGST □ UGST □ Composite Scheme □ Exempted □ Un-Registered	
30.	**Applicable GST**	_____ % GST	
31.	**SAC Code**	_____	
32.	**P.F. no.(copy of the same is to be submitted** along with this sheet / check-list) codes/ sub codes.	_____	
	<u>Signed & Stamp of Bidder with company seal</u>		

33.	**ESIC no.**(**copy of the same is to be submitted** along with this sheet / check-list) codes/ sub codes.	_____
34.	Based on Minimum Local content as per "Make in India" policy (pls. tick mark the correct "class")	□ **Class-I Local supplier** □ **Class-II Local supplier**
35.	Location at which the local value addition is made {Mention City / State Name}	_____
36.	Contractor must submit **Police Verification Certificate (PVC)**of manpower to be deputed for site job, this being CISF requirement.	Please Note
37.	**List of documents (for the job period) to be submitted with each bill/Invoice after job completion as mentioned at clause 30.5 of Annexure-I**	Please read carefully
38.	**Digital Attendance Clause as per clause no 30.05 of Annexure-I**	☐ AGREED ☐ DISAGREED
	Signed & Stamp of Bidder with company seal	

**Deviations from terms & conditions of the tender enquiry, if any, must be enclosed in separate sheet marked "DEVIATIONS TO NIT" (shall be enclosed with this check-list, in Technical bid) in absence of which it shall be presumed that all terms and conditions of the subject tender enquiry are acceptable to bidder. Any deviations mentioned in the text of the tender elsewhere shall be ignored.

****Please note that any blank field (un-marked) in the preceding confirmation box will be treated as "AGREED" only.**

ANNEXURE-IIIA

Undertaking on Vendor Letter Head

and to be uploaded/submitted along with Annexure-III of the tender document

Ref:
E-tender No.: TH/CC/O/PHS/THICKNESS_TEST/2026/90613/484

DT: 13.11.2026

GeM ID:

Job: ARC FOR ULTRASONIC THICKNESS TESTING & CERTIFICATION OF PIPELINES AT RCF, THAL FOR A PERIOD OF TWO YEARS.

We _____ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and Addenda / Corrigenda / Clarification issued by RCF Thal.

We further hereby waive, withdraw and abandon any and all deviation, variation, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said documents including all Addenda / Corrigenda/Clarifications.

FOR and on behalf of**:**
Stamp & Signature :
Name :
Designation :
Date :

Bidder Company/Firm Stamp

ANNEXURE-IV

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

Definitions:

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

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

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

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

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

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

A.7 "Company/Organization/Employer/Purchaser" is herein referred as **"RCF"**.

A.8) Debarment /Blacklisting clause:

i) If the Bidder is debarred in any PSU (state as well as Central)/Departments/Ministries, then consideration of the bid from such bidder shall be done as per RCF guideline approved by RCF Board, which is inline with Office Memorandum (OM) from Department of Expenditure (DoE) No:F.1/20/2018-PPD dated 02/11/2021.

ii) Bidder (as sole/JV/Consortium), if debared in any units of RCF, as per list displayed on RCF website, shall not be considered in subject tender.

iii) No contract of any kind whatsoever shall be placed on debarred firm including its allied firms, after the issue of a debarment order, by the competent authority of RCF.

iv) Similarly, Government e-Marketplace (GeM) can also debar bidders on GeM portal, such bidders will not be eligible to participate in RCF's tender in GeM.

ANNEXURE-V

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. If, upon verification during technical evaluation, it is found that the preferred GSTIN (in case of multiple registrations) /GSTIN (in case of single registration) of the bidder is cancelled or suspended by the GST Department due to any reason, The bidder shall be granted the time as specified for asking the shortfall documents to rectify the status of their GSTIN. The vendor/supplier/contractor must take necessary actions to restore the GSTIN to an "Active" status and submit valid documentary proof of the same to the Tender Evaluation Committee with in specified date. Failure to restore the GSTIN to an active status and provide satisfactory proof within the specified date, shall result in the automatic disqualification of the bidder during the technical evaluation stage, without any further notice or correspondence.
5. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
6. 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.
7. Vendor/Supplier/Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
8. Vendors shall submit separate invoices for such supply of goods/ services rendered based on Companies requirement for eligible and non-eligible ITC.

9. 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.

10. 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 provisions of GST Act.

11. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along with tax invoice after adjusting advance payments as per contractual terms and provisions of GST Act.

12. 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.

13. 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.

14. 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.

15. 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 GSTR2B of the Company on the GST portal.

16. 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. The company may recover such amount from the Security Deposit /PBG 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 and services such invoices should not be more than 30 days old so as to facilitate the Company to discharge GST liability on the due dates as prescribed under GST Law .In the event that any demand notice is issued by the GST authorities to RCF Ltd. for non-payment, short payment, or improper discharge of GST liability under the Reverse Charge Mechanism (RCM) arising due to any act, omission, default, or lapse on the part of the Vendor, all consequential liabilities, including GST, interest, penalty, fine, and any other charges levied by the authorities, shall be recovered from or reimbursed by the Vendor.

19. The vendor shall comply with all statutory acts, rules, and regulations including GST laws. If any recovery notice, order, or demand (including but not limited to Form GST DRC-13) is received by RCF Ltd. from statutory/tax authorities regarding dues owed by the Vendor, the RCF Ltd shall be legally bound and fully authorized to deduct such amounts from any running bills, final bills, or security deposits due to the vendor and payment to authorities, without any prior notice.

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 for the time being in force.

21. 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/NIT.

Signature and Seal of the tenderer

HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENT

(Applicable for job to be done in RCF Thal premises)

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 labourers.

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 hydro jet 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. Hydro jet 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

- Priyadrshani building, Township, Admin building etc, for Trombay Unit.

- RCF Kurul Colony, RCF Khim Colony, CISF Barracks, Farmers Training Center & Experimental farm etc., 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.)		
		1st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3rd 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	1st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3rd time Violation (in a Calendar 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/	5000	7500	15000

	observation)			
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 ENGAGAEMENT) 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 ENGAGAEMENT) 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.

****

ANNEXURE-VII

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 and Fertilizers Ltd,
……..,
……..
……..

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

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier** / **Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].

2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.

3. We _____ the **Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.

4. We _____ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to **___-___- 20___** [mention date i.e. delivery period + additional 3 months – in case of Security Deposit (SD) AND for guarantee period + additional 3 months – in case of Performance Guarantee (PG) - it is better to keep additional 4 months to be on safer side] 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 with phone nos. / fax nos. / email id's**) _____.

_____

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, Finance Dept, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Thal Unit, Thal, Alibag-402208, Raigad, Maharashtra. 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:

Above, Font colour in Brown are instruction and not part of format

NOTE:- [All/Any original Bank Guarantee (BG) has to be send by issuing Bank, directly to, RCF Thal by speed-post, on the communication address mentioned in the above BG format]

ANNEXURE-VIII

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

Sr.No.	Name of Bank
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

NOTE:-In case of foreign vendors Bank Guarantees forwarded by the other foreign Bank should be counter-guaranteed by State Bank of India, Commercial Branch, N.G.N. Vaidya Marg, Bank street, Fort, Mumbai-400023, Maharashtra, India., Tel. no: +91 22 22662323, Fax: +91 22 22626474, Email: dgm.06070@sbi.co.in, Swift code: sbininbb101, Micro code: 400002019, IFC code: sbin0006070.

ANNEXURE –IX

VENDOR DATA UPDATION FORM(ON BIDDERS COMPANY LETTERHEAD)

-	**Both New Vendors and Existing Venders may please note that all details listed below are required and will used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.**			
Sr. No	**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)		***will be filled by RCF***
		RCF Vendor Code (for existing RCF Vendors)		
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	***will be filled by RCF***
II	**ADDRESS**	House/ bldg. Number	*	
		Street	*	
		Street		
		City / Postal Code	*	
		District / State	*	
		Country		
		Region Code		***will be filled by RCF***
III	**SUPPLYSTATE**	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	***To be given, if applicable.***
		Emails & Mobile number of persons to contact for **issues related to C-forms** etc.	*	*To be given/filled by all vendors (mobile number is must)*
		Other Region Code		***will be filled by RCF***
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	*	
				Signature:-.....
Place		Common Seal		**Name:-.....**
Date				**Designation:-.....**

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)	*			
		Standard communication method		***by email only***		
VIII	**ACCOUNT CONTROL**	If also a RCF's Customer?		*Yes / No*		
		Group Key		***will be filled by RCF***		
IX	**TAX INFORMATION**	**GST/PROVISIONAL ID NUMBER (15 DIGIT PAN BASED NUMBER)**		***Mention the GST number here*** ***(SUBMIT SELF ATTESTED COPY OF SAME)***		
		PAN NO. (enclosed scanned / photocopy of PAN card)	*	*Mention the PANnumber here* ***(SUBMIT SELF ATTESTED COPY OF PAN CARD)***		
X	**DETAILS OF BANK**	Bank Key		***will be filled by RCF***		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)	*			
		Bank Address	*			
		BankCity	*			
		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***		
				Signature:-.....		
Place		Common Seal		**Name:-.....**		
Date				**Designation:-.....**		

IX	**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 – if yes then enclosed scanned / photocopies of the certificate (like Udyam certificate)	*	*Yes / No* (***if yes*** *then you have to* *submit the UDYAM certificate indicating the registration* *under* Micro , Small, Medium Enterprise)
		Whether the proprietor of "MSME" enterprise is from SC/ST category (**please attach caste certificate issued by competent authority**)	*	*Yes / No* (***if yes*** *then you have to submit the* **caste certificate issued by competent authority**)
		Whether the proprietor of "MSME" enterprise is "women entrepreneur" with minimum share of 51% in the bidding firm (**please submit the documentary proof**)	*	*Yes / No* (***if yes*** *then submit the* relevant documents)

1	**It is mandatory (Compulsory) to fill relevant data for item marked " * "**
2	**Enclose a cancelled cheque / a photocopy of the cheque.**
3	**Enclose UDYAM *certificate indicating the registration under* Micro, Small, Medium Enterprise.**
4	Enclose a photocopy of Pass Book first page containing name and address of Account Holder
5	We hereby authorize RCF to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.
6	We hereby authorize RCF to deduct bank charges applicable for such Direct Bank Payments

				Signature	……	
Place		Common Seal		**Name**	……	
Date				**Designation**	……	

ANNEXURE –X

Public Procurement (Preference to Make in India), Order 2017 –Revision 16.09.2020

Whereas it is the policy of the Government Of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purpose of this Order:
   'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   'Class- I local service provider' means a supplier or service provider, whose goods, services, or works offered for procurement, meets the minimum local content as prescribed for 'Class I local supplier' under this order.

   'Class II local service provider' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

   'Non- Local service provider' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

   'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

   'Margin of the purchase preference' means the maximum extent to which the price quoted by a "Class-I local service provider" may be above the L1 for the purpose of the purchase preference.

   'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

   'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

   'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

3. **Eligibility of Class-I local service provider / Class-II local service provider / Non-local service provider for different types of procurement:**
   a) In procurement of all goods, services or works in respect of which the Nodal ministry / department has communicated that there is sufficient local capacity and local

competition only 'Class-I local service provider, as defined under the order shall be eligible to bid irrespective of purchase value.

b) Only 'Class- I local service provider' and 'Class-II local service provider' as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local service providers' shall also be eligible to bid along with 'Class-I local service providers' and 'Class-II local service providers'. In procurement of all goods, services or works , not covered by sub-para3(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR,2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this order, works includes Engineering Procurement and Construction (EPC) contracts and services include system integrator (SI) contracts.

3.A. Purchase Preference:

a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local service provider' in procurements undertaken by procuring entities in the manner specified here under.

b. In procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local service provider' shall get purchase preference over 'class-II local service provider' as well as 'Non-local service provider' as per following procedure:

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local service provider, the contract for full quantity will be awarded to L1.

   ii. If L1 bid is not a 'Class-I local service provider', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local service provider, will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local service provider's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local service provider subject to matching the L1 price. In case such lowest eligible 'Class-I local service provider fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local service provider within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local service providers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local service provider 'shall get purchase preference over 'Class-II local service provider' as well as 'Non-local service provider' as per the following procedure:

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is a 'Class-I local service provider, the contract will be awarded to L1.

   ii. If L1 is not from a Class-I local service provider, the lowest bidder among the Class-I local service providers, will be invited to match the L1 price subject to Class-I local service provider's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local service provider subject to matching the L1 price.

   iii. In case such lowest eligible Class-I local service provider fails to match the L1 price, the Class-I local service provider with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local service providers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d. 'Class-II local service provider 'will not get purchase preference in any procurement undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders-

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class-I local service provider' shall get purchases preference over ' Class-II local service providers' as well as 'Non-local service provider' as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class local service providers shall be eligible to bid. As such, the multiple service providers, who would be awarded the contract, should be all and only 'Class I local service providers'.
b) In other cases, 'Class II local service providers' and 'Non local service providers' may also participate in the bidding process along with 'Class I Local service providers' as per provisions of this Order.
c) If 'Class I Local service providers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local service providers' do not qualify for award of contract for at least 50% of of the tendered quantity, purchases preferences should be given to the 'Class I local service provider' over 'Class II local service providers'/ 'Non local service providers' provided that their quoted rate falls in within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I local service providers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
d) First purchase preference has to be given to the lowest quoting 'Class-I local service provider', whose
Quoted rates fall within 20% margin of purchase preferences, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single service provider. If the lowest quoting 'Class-I local service provider' does not qualify for purchase preferences because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class- I local service provider', falling within 20% margin of purchase preference, and so on.
e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local service provider' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a service provider as 'Class-I local service provider' is minimum 50%. For 'Class-II local service provider' the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a service provider as 'Class-I local service provider'/ 'Class-II local service provider'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local service provider'/ Class-II local service provider' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase

preference and for obtaining consent of the local service provider in those cases where purchase preference is to be exercised.

1. **Verification of local content:**
   a. The 'Class-I local service provider' / 'Class-II local service provider at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local service provider' / 'Class-II local service provider as the case may be. They shall also give details of the location at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local service provider' / 'Class-II local service provider shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of service providers other than companies) giving the percentage of local content.
   c. Decisions on complaints relating to Implementation of this Oder shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
   d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
   e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
   f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
   g. A service provider who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
   h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
      - The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry / Department or in some other manner;
      - On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such service providers with the period of debarment is maintained and displayed on website(s);
      - In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

2. **Specifications in Tenders and other procurement solicitations:**
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local service providers' / 'Class-II local service provider' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the service provider.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above
   d. Reciprocity Clause

i. When a Nodal Ministry/Department identifies that Indian service providers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on Gem shall also necessary have the above provisions for items identified by nodal Ministry/Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local service providers. If foreign certification is required to be stipulated because of non-availability of Indian standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/ Departments whose procurement exceeds Rs.1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs , for the next 5 years on their respective website."

10.A Action for Non-compliance of the Provision of the order: In case restrictive or discriminatory conditions against domestic service providers are included in bid documents, an inquiry shall be conducted by the Administrative dept undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter appropriate action administrative or otherwise shall be taken against erring officials of the procurement entities under relevant provisions. Intimation on all such actions shall be sent to the standing committee.

3. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
4. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
5. **Manufacture under license / technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting service providers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement /

transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian Company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/ Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

6. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
   a. Reduce the minimum local content below the prescribed level; or
   b. Reduce the margin of purchase preference below 20%; or
   c. Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

   A copy of such order shall be provided to the standing committee and concerned Nodal Ministry / Department. The Nodal Ministry/ Department concerned will continue to have the power to vary its notification on Minimum local content.

7. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
8. **Standing Committee:** A standing committee is hereby constituted with the following membership:
   Secretary, Department of Promotion of Industry and internal Trade – Chairman
   Secretary, Commerce – Member
   Secretary. Ministry of Electronics and Information Technology – Member
   Joint Secretary (Public Procurement), Department of Expenditure – Member
   Joint Secretary (DPIIT) – Member-Convenor
   The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.
9. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
   a. Shall oversee the implementation of this order and issues arising therefrom, and make recommendation to Nodal Ministries and procuring entities
   b. Shall annually assess and periodically monitor compliance with this Order
   c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
   d. May require furnishing of details or returns regarding compliance with this Order and related matters
   e. May, during the annual review or otherwise, assess issued, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
   f. May examine cases covered by paragraph 13 above relating to manufacture under license / technology transfer agreements with a view to satisfying itself that adequate

mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. May consider any other issue relating to this Order which may arise.

10. **Removal of difficulties:** Ministries / Departments and the Board of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
11. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

    Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order
12. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issues of this Order.

ANNEXURE –XI

Restrictions under Rule 144 (xi) of the General Financial rules (GFRs) 2017

NOTE: Bidder should give declaration and certificate as per Office Memorandum no. 6/18/2019-PPD dt 23.07.2020 issued by Department of Expenditure under Ministry of Finance and conditions under Rule 144 (xi) shall be applicable to this notice inviting tender.

I. Any bidder from a country which shares land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority .

II. "Bidder" (including the term `tenderer' , `consultant' or `service provider' in certain contexts) means any persons 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 here before, including any agency branch or office controlled by such person, participating in a procurement process.

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 under :

1. In Case of a company of 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 a entitlement to more than twenty-five percent. 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.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. [for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

ANNEXURE–XIA

MODEL CERTIFICATE FOR TENDERS

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this 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.]"

Signed and Stamped by Bidder

(To be uploaded on portal)

ANNEXURE-XII

A.PREQUALIFICATION CRITERIA

The bidders shall upload following pre-qualification documents along with their offer as per mentioned in PART-I of e-tender:

1. *Bidder should submit the* successfully completed similar works which includes NDT of Piping/ pressure vessels i.e thickness testing as per Factory Act. in Fertilizers/ Oil and Gas / Petroleum Refineries / Power sector/steel/ petrochemicals during *last 7 years* ending last day of month previous to the one in which offers are invited/issued.

Note :-

a) Bidder shall submit executed work order/purchase order copy for fulfilling the above-mentioned criteria. This work order must be issued & executed in the last 07 (seven) years ending the last day of month previous to the one in which this subject tender is floated/issued.

2. Proof of execution of submitted work order, bidders have to submit the following document related to submitted work order
   (i) Completion Certificate/ Customer Acceptance Certificate OR
   (ii) GeM SDAC (Service Delivery Acceptance Certificate) document OR
   (iii) (a) Tax Invoice to the extent of the required Pre-Qualification value and
   (b) Proof of receipt of payment like bank statement for the above referred tax invoice
3. Vendor should appoint a DISH approved competent person to certify all inspection, testing & certification jobs as per Factory's Act, 1948 & Maharashtra Factories rules, 1963. Vendor shall submit copy of certificate of competent person along with technical bid.
4. Being remote location and urgency of job, vendor having offices/branch offices beyond 150 km (road distance) from Alibag will not be considered for evaluation. Vendor shall submit their office details along with technical bid.
5. Copy of partnership deed/proprietorship /Memorandum and article of association, certificate of incorporation.
6. Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. FY 2023-24, 2024-25, 2025-26) should be at least Rs. 2.84 Lakhs.
   In case the date of constitution/incorporation of the bidder is less than three years old, the average annual financial 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 Rs. 2.84 Lakhs. Bidders shall submit CA certificate / CA audited Profit & Loss accounts, Balance sheets etc. indicating the annual turnover figures, in support of the same. The financial documents has to be CA audited/issued with membership number, seal, signed and with UDIN.
7. Copy PAN Details, GST Registration details, valid PF and ESIC registration details.

ANNEXURE-XIII

GATE-PASS FORM

(Applicable for job to be done in RCF Thal premises)

RASHTRIYA CHEMICALS & FERTILIZERS LTD., THAL UNIT — Rev-Feb-26

SUB:- Request for Entry Permission — Photo Pass / Tem.pass/Pass Renewal/O.T. Permission — SAP SO-_____

REF:- Work-Order No._____ Dtd:_____ Contract valid till:_____

Kindly allow Following persons of M/s._____ to enter/exit the premises of RCF, Thal.

for the job of _____

The details of the persons are as below:

To:

Dy. Commandant, CISF Unit, RCF Ltd., Thal Unit

Please "tick" mark on Appropriate period

Sr. No:	Aadhar Card Number	Name	Face Registration ID	Identification Mark	Age	Permanent Address	Sign	Contract Labour ESIC Card No:	Contract Labour PF / UAN No:	Round The Clock including Sundays & Holidays	7 days	15 days	1 Month	3 Months	Vechicle /Bike no. if any	Allow entry after 05:00pm (i.e. at anytime)	Entry through (Gate)	Other Doc. (Pls. tick)
1																		O MFC O PVC O LCard
2																		O MFC O PVC O LCard
3																		O MFC O PVC O LCard
4																		O MFC O PVC O LCard
5																		O MFC O PVC O LCard
6																		O MFC O PVC O LCard
7																		O MFC O PVC O LCard
8																		O MFC O PVC O LCard
9																		O MFC O PVC O LCard
10																		O MFC O PVC O LCard

Name of Plant and Dept. where the work is to be carried out _____

Gate-pass Period: ___-___-2026 to ___-___-2026 Time: ___:___ AM to ___:___ AM

Work-men compensation Insurance policy No. _____ Policy valid till date: ___-___-20___

NOTE:- (1)Allow entry along with Vehicle + Driver + Machines + Tools & Tackles

(2) I, the contractor hereby declare that the information given above is true and correct. I further, indemnify RCF Ltd. from all the liabilities in respect to non - compliance (if any) of applicable labour laws and further authorise RCF Ltd. (Principal Employer) to recover the amount on account of non - compliance either from my running bills or final bill.

Reporting Officer:

Contractor:_____

(Person Name, sign & company stamp)

HOD (Plant)	Dealing Officer (CC)	HOD (CC)	HOD (HR)	DGM(CC)	GM / CGM	Dy. Commandant, CISF

Following are the Documents (of each person) required along with the above gate-pass form, for entry in RCF Premises for site job:

1) **Aadhar Card**
2) **E-pechan card of ESIC (please send the e-pechan card of all the workers with their photo& sign in second page of their e-pechan card)**
3) **PF UAN Number document**
4) **PAN Card**
5) **Medical Fitness Certificate (issued by DISH certified doctor)**
6) **Police Verification Certificate**
7) **Company appointment letter and Company I-Card**

ANNEXURE-XIV

Undertaking on Vendor Letter Head, with each bill/Invoice

I declare that:

Sr. No.	Particulars	Please tick whichever is applicable
1)	The turnover of my company/ Firm M/s_____ for any preceding Financial Year is less than or equal to Rs. 5 cr and hence E-invoice is not applicable.	☐
2)	The turnover of my company/ Firm M/s_____ for any preceding Financial Year is more than Rs. 5 cr and I undertake to submit E invoice.	☐

If any dispute arises in future, I undertake to comply the same and discharge the liability if any as per CGST Act.

MY GSTIN _____

Signature

Company/Firm Stamp

ANNEXURE - XVA

Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers
(To be signed by the duly authorized person)

Date: _____

RCF NIT/Bid No. – **TH/CC/O/PHS/THICKNESS_TEST/2026/90613/484**

To,
Rashtriya Chemicals and Fertilizers Limited,
Thal Unit

Dear Sir/Madam,

I/We declare and confirm that we are currently not on Holiday List/Black List / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers debarring us from carrying on business dealings with RCF Limited or Ministry of Chemicals and Fertilizers.

Note: Offer is liable for rejection, if Bidder is in the Holiday / Blacklist / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers.

Place:

Date:

Signature of Authorized Signatory of
Bidder with company seal

Name:–

Company / Organization:–

Designation:–

ANNEXURE - XVB

UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/ COMPANIES

Ref: RCF NIT/Bid No**. TH/CC/O/PHS/THICKNESS_TEST/2026/90613/484**
To,
Rashtriya Chemicals and Fertilizers Limited,
Thal Unit

We / I (Director/Partner of the firm) hereby declare that, following are associated firms in which We/ I (Directors/Partners) are having interest.

Sr. no	Name of Firms	Area of Business
1	M/s.	
2	M/s.	
3	M/s.	
4	M/s.	

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.

We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.

In this regard, we undertake that:

a) We / I, Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;
OR
b) We / I, Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;
OR
c) We / I, Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;
OR
d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

Signature of Authorized Signatory of
Bidder with company seal

Name:–

Designation:–

Company / Organization:–