



RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED

(A Government of India Undertaking)

Corporate Identification Number (CIN): L24110MH1978GOI020185

Registered office: Priyadarshini, Eastern Express Highway, Sion, Mumbai-22.

Department: Contract Cell - Civil Engineering Services

Office Address: Room No. 27, 28, Administrative Building, near RCF Factory gate no.2, Mahul Road, Chembur, Mumbai-400074.

Phone: 022 2552 2727/2434/2058 Email: shgaikwad@rcfltd.com / niketkamble@rcfltd.com

NOTICE INVITING TENDER FOR: "Renovation of contract cell & commercial dept. at ground floor A-wing in administration building and other allied areas in administration building in RCF estate at Chembur, Mumbai-400074.

TENDER NO.: CC/O/TCM/C/2526/318 dated 02.06.2026

Last Date & Time for downloading of Tender documents : **23.06.2026 up to 02.00 P.M.**
Last Date & Time of Submission of e-Tender : **23.06.2026 up to 02.00 P.M.**
Date & Time of Opening of e-Tenders (**Technical Bid**) : **23.06.2026 after 03.00 P.M.**
Date & time of opening of Price-bid through CPP Portal : shall be notified by CPP portal

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

Contacts:

1. Mrs. S. H. Gaikwad (Tel:+91 22 2552 2727), e-mail: shgaikwad@rcfltd.com
2. Mr. Niket Kamble (Tel:+91 22 2552 2434), e-mail: niketkamble@rcfltd.com
3. Mrs. V. C. Pimpale (Tel:+91 22 2552 2715), e-mail: vrushali@rcfltd.com

"BIDDERS SHALL ENSURE THAT ALL DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL AND / OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ALONG WITH THE ORIGINAL BIDS."

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

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

Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act. Hence all the MSME bidders shall mandatorily submit EMD amount as specified for the subject tender.

PRE-BID MEETING: Prebid Meeting shall be held at **11.00 am** on **09.06.2026** at "Ground Floor Contract cell, ADM building, RCF Trombay, Chembur, Mumbai- 400074". Parties attending the Pre bid Meeting Shall inform us by emailing on niketkamble@rcfltd.com \ shgaikwad@rcfltd.com \ vrushali@rcfltd.com on or before .02.2025 up to 11.00 pm along with contact details and name of the company. RCF contact numbers 022 2552 2434 / 2727/ 2715 / 2058

THIS TENDER DOCUMENT CONTAINS:

| Sr. No. | Documents | Item details |
|---|----------------------|--|
| 1 | <u>NIT</u> | Notice Inviting Tender: Instructions for Bidders |
| 2 | <u>ANNEXURE - I</u> | Credential & Eligibility Criteria / Pre-Qualification Details |
| 3 | <u>ANNEXURE – II</u> | Commercial Terms & Conditions |
| 4 | ANNEXURE - III | Format: Process Compliance |
| 5 | ANNEXURE - IV | Undertaking regarding abiding Bid conditions on Vendors Letter Head |
| 6 | ANNEXURE - V | General Terms And Conditions Of The Contract (GTCC) |
| 7 | ANNEXURE - VI | Debarment of Firms From Bidding (Holiday/De-Listing/Black-Listing) |
| 8 | ANNEXURE - VII | GST Details & Tax Compliance Clauses Related To GST |
| 9 | ANNEXURE - VIII | Statutory /Mandatory Clauses Related To HR |
| 10 | ANNEXURE - IX | HSE Requirement |
| 11 | ANNEXURE – X | Clauses related to Vulnerability Atlas of India |
| 12 | ANNEXURE – XI | Clauses related to BOCW |
| 13 | ANNEXURE – XII | format for declaration of local content as per Make in India Policy |
| 14 | ANNEXURE – XIII | Policy regarding Sharing land border with India (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020)) |
| 15 | ANNEXURE – XIV | Format for Security Deposit cum Performance Bank Guarantee |
| 16 | ANNEXURE – XV | RCF approved Banker's list |
| 17 | ANNEXURE – XVI | Vendor Data Updation Form |
| 18 | ANNEXURE – XVII | Integrity Pact |
| 19 | ANNEXURE – XVIII | Procedure For Award Of Purchase Or Service OR Work Contracts Through eReverse Auction (eRA) |
| 20 | ANNEXURE – XIX | Bank Guarantee Format for Vendor Registration Deposit (VRD) |
| <u>SPECIAL CONDITIONS ATTACHED -1 & 2 (ANNEXURE-I)</u> | | |

NOTICE INVITING TENDER: INSTRUCTIONS FOR BIDDERS

NOTICE INVITING TENDER FOR: Renovation of contract cell & commercial dept. at ground floor A-wing in administration building and other allied areas in administration building in RCF estate at Chembur, Mumbai-400074.

TENDER NO.: CC/O/TCM/C/2526/318

dated 02.06.2026

Duration of work / Contract period: - Work is to be completed within **09 months** from the date of handling over of site in phases.

Validity: Contract validity shall be Eighteen (18) months from the date of issue of work order.

Grievances during Tendering Process:

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 the following e-Mail ID: GC-TROM-CC@rcfltd.com

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

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

a) EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD please log on to www.rcfltd.com and then go to 'Portal' and 'EMD Payments.' For any help refer to Help Menu which is available on Log in or SIGNUP screen. For any help, please contact on helpline numbers mentioned in the NIT.

OR

b) Alternatively, EMD can also be deposited directly in RCF Account. The details of bank account for acceptance of EMD is as under

- Name of Bank : State bank of India
- Branch : Commercial Branch Fort Mumbai
- IFSC Code : SBIN0006070
- Account no : 00000030038480740

OR

c) **In place of EMD, Vendor Registration Deposit (VRD) can be submitted with estimated values up to ₹500 lakhs.**

| Estimated tender value range (in Lacs) | VRD (₹) |
|--|--------------|
| Upto 25 lacs | Nil |
| Above 25 & upto 50 | ₹ 1,00,000/- |

| | |
|---------------------------|-------------------------------------|
| Above 50 & upto 100 Lacs | ₹ 2,00,000/- |
| Above 100 & upto 200 Lacs | ₹ 4,00,000/- |
| Above 200 & upto 500 Lacs | ₹ 8,00,000/- |
| Above 500 Lacs | Full EMD as mentioned in the tender |

VRD will be accepted only in the form of Bank Guarantee (Annexure-XIX) and not in any other form.

If bidder is start up, bidder is exempted from submission of EMD. As a startup bidder, bidder shall then mandatorily upload a valid Startup certificate i.e valid DIPP certificate & certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation.

Any bid not accompanied by the requisite EMD shall be rejected as non-responsive. No further communication in this regard shall be entertained.

A bidder's bid security / EMD / Equivalent VRD Amount will be forfeited if the bidder;

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) If the bidder does not accept the correction of his bid price during evaluation; and
- iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

ii. Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act. Hence all the MSME bidders shall mandatorily submit EMD amount as specified for the subject tender.

iii. All bidders including MSE bidders shall submit EMD as specified for the subject tender.

iv. 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 and tender documents can be downloaded from website of CPPP www.eprocure.gov.in. Bids are to be submitted on website www.eprocure.gov.in.

Note: Terms & conditions / price clause mentioned in 'Instructions to Bidder' shall override the respective term of the General Terms & Conditions (Annexure – V)

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.

The bids shall be uploaded in **(Two) Bid System {Part-I: Techno-Commercial Bid with EMD and Part-II: Price Bid}** in electronic form only through e-tendering system on www.eprocure.gov.in website.

Modalities & Special instructions for e-Tendering:

The following steps noted below shall be the general methodology for carrying out the process of procurement through the route of e-tendering:

- i. It is mandatory for tenderer to have a **valid digital signature certificate** issued by any of the valid Certifying Authority approved by Government of India for participation in e-Tendering event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
- ii. Offer against the NIT has to be submitted online on e-Tender website mentioned in the NIT with valid digital signature certificate. The bidders shall be required to submit their offers in 2 separate parts- (a) '**Technical & Un-priced Commercial Bid**' and (b) '**Price Bid**'.
- iii. **Submission of on-line Bids / Offers electronically against E-tendering:** All interested bidders are requested to register themselves on www.eprocure.gov.in with their digital signature certificate with the user ID for participation in the tender. Kindly refer [bidders manual kit](#) available on bidders section on above mentioned website for details procedure for bid submission or Bidders can contact <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page> for registration and bid submission procedures.
- iv. The Un-priced Technical Bids and Price Bid have to be submitted online only.
- v. It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site.
- vi. The **Part-1** of the online offer, EMD if applicable, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT.
- vii. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
- viii. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.
- ix. Price bids shall be opened of participants who fulfill the pre-qualification criteria and techno-commercial requirement of NIT. The offers will be evaluated as per Cost considering quoted percentage. Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).

A. Bids should be submitted as per following instructions only:

1. **PART – I: TECHNO-COMMERCIAL BID & EMD:** i.e. Un-priced Bid should contain following:-

| | |
|-------------------|--|
| Packet - 1 | Scanned copy of EMD payment receipt/ VRD document . Any bid not accompanied by the requisite EMD shall be treated as non-responsive & shall be rejected outright. No further communication in this regard shall be entertained. If bidder is start up, bidder is exempted from submission of EMD. As a startup bidder bidder shall then mandatorily upload a valid Startup certificate i.e valid DIPP certificate & certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation. |
| Packet – 2 | Scanned copy of "Process compliance statement" (Annexure III) printed on bidder's letter head with duly signed by appropriate authority. |

| | |
|-------------------|---|
| Packet - 3 | “Undertaking regarding abiding Bid conditions” on Vendors Letter Head (Annexure- IV). |
| Packet - 4 | Scanned copy of “Checklist” of Credential & Eligibility Criteria/ Pre-qualification Details (Annexure- I). |
| Packet - 5 | Scanned copy of self-attested supporting documents against pre-qualification criteria. (i.e. Work Order copies with completion certificate (proof of payment for non-govt clients as per PQC), turnover document with UDIN, Net worth certificate with UDIN as per PQC, ESIC No, PF No, PAN No, startup declaration with requisite documents as mentioned, Details technical staff, manpower, list of equipment’s and tools & tackles. All the requisite documents required shall be in the name of the firm who is applying for this tender.) |
| Packet - 6 | Scanned copy of dully filled “Commercial Terms & Conditions” with Annexure A and B” (Annexure- II) |
| Packet - 7 | Clauses related to GST & GST details (Annexure- VII). |
| Packet - 8 | Declaration of Minimum Local Content (Annexure- XII) , compliance of policy regarding Sharing land border with India (Annexure- XIII) (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020)) |
| Packet - 9 | Scanned copy of Integrity pact on bidder’s letter head with duly signed and stamped by appropriate authority. (Annexure-XVII). Acceptance of Integrity pact is mandatory. Any Deviation in this regard shall not be accepted |

2. PART-II: PRICE BID: -

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system). Kindly quote your offer on blank fields in uploaded BOQ sheet. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ sheet. **Vendor should quote prices in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.**

INSTRUCTION FOR PRICE BID – (BOQ) SUBMISSION

Please read following instructions before filling & submission of BOQ sheet.

- i. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
- ii. **Kindly fill data in fields of ‘BOQ Sheet’ as per following Instruction only:**
 - Bidders Name:** Kindly put complete name of bidding firm/company
 - Select Excess/Less:** Kindly put excess or less correctly and check the value at end of the BOQ sheet. No claims can be made due to wrong entry. Kindly verifying the amount of quote submitted by you before saving this BOQ sheet.
 - Percentage Price:** Kindly put valid numeric value as percentage without any +/- sign or % sign so the proper entry in BOQ can be made. Kindly check the quoted value of work to confirm your offer.
 - Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. All the duties pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice showing tax elements separately. Income Tax shall be deducted at source from Contractor’s bill as per Government rules.

GST rate mentioned by you in technical bid shall be payable extra:

- iii. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ.
- iv. **Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).**
- v. **For any queries and help** Bidders can contact <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page> or contacts given on first page of Tender documents.

B. OTHER IMPORTANT DOCUMENTS:

Documents required for verification of details submitted in Prequalification Details (Annexure - I) to be submitted in your Packet 5 as per instructions given below.

1. **Banker Details:** Scanned copy of dully filled 'Banker Details' form & scanned cheque to be uploaded in Packet 5.
2. Documents related to Constitution of Firm, Current Contract Commitments / Work in progress.
3. **Manpower and Machineries:** Details technical staff, manpower, list of equipment's has and tools & tackles uploaded in Packet 5.

- v. **Integrity Pact:** Integrity pact shall be applicable for the subject tender. RCF has accepted and agreed to the terms and conditions of the Integrity Pact. The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact and submit the same with NIT documents. Signing the Integrity Pact is a prerequisite for prequalification and Integrity Pact and NIT conditions will form part of the contract.

- vi. **E-Reverse Auction:** E-Reverse Auction shall be conducted for finalization of contract, order shall be placed on lowest basis (based on e-reverse Auction). Techno-commercially qualified bidders shall only be allowed to participate in the e-Reverse Auction. 50% elimination with more than N+3 bidders shall be eliminated (Where N is the number in which the contract is to be split up. Example in 60:40 contract, N=2). Reverse Auction would be conducted amongst all the technically qualified bidders except 50% elimination with more than N+3 bidders. However, if L-1 is non-MII and bidder getting eliminated is eligible MII and price is coming within price band of 20% of Non-MII L-1, then the Non-MII will be considered for E reverse auction.

- vii. **Water Charges:-** Water shall be made available on chargeable basis and the cost recovered from contractor's bill at the rate of 1.50% (one point five zero percent) of total executed work.

viii. Payment Terms:

- (A) **Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. All the duties pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules. Any statutory changes in tax provisions during operation of the contract i.e. after issue of Work Order till completion of job / Contract period will be on RCF and after this period, upward will be borne by the contractor. GST @ 18 % shall be payable extra.

(B) **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractors account.

(C) **Payment:**

The Contractor shall be entitled to be paid monthly for running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantities of the work order. Net payable amount shall be released within seven days from the date of Certification of the bill by the Engineer.

The Contractor shall raise the bills on the printed forms in duplicate copies at the office of the Engineer, according to the terms & conditions of the contract. RCF shall have recourse to Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of, or in connection with any failure of Contractor to perform any of his/her responsibilities / obligations under the terms of the contract. Any money due or becoming due from the Contractor pertaining to this contract shall be recovered from Contractor's bills.

The bill must be submitted complete in all respects i.e supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (Complete in all respects) beyond 30 days, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.

ix. SECURITY DEPOSIT (SD) / PERFORMANCE GUARANTEE : On acceptance of the Tender by RCF, for due and faithful fulfillment of the Contract, the Successful Tenderer shall have to pay 5% amount of contract value as security deposit to be deposited in the form of ECS/BG/DD **within a period of Fourteen (14) days after issue of Work Order.**

(a) In case of security deposit is deposited in the form of ECS/DD, the Security Deposit (SD) shall remain with RCF Ltd for a period of **12 (Twelve) months** from date of completion of the work by the contractor and the work taken over by RCF Ltd. SD shall be released after these **12 (Twelve) months** if no defects noticed in the work during the maintenance period.

OR

(b) Security Deposit of 5% of contract value is deposited in the form of Bank Guarantee (BG) as per RCF's format. This Bank Guarantee will be valid upto **maintenance period + 60 days** (i.e. Contract validity period + Maintenance period + 60 days) Bank Guarantee of less validity period than specified will not be accepted. The Bank Guarantee should be from the Bank out of RCF approved Bankers list as per the list attached **Annexure – XV**

i. 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.

- ii. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within 14 (fourteen) days of the issue of the amendment.

The period of maintenance shall be **12 (Twelve) Months** from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer. The Security Deposit shall be retained with RCF for the period of maintenance / DLP. The work executed by the Contractor shall be under the maintenance period of contract for satisfactory performance and free from all defects. In the event of any defects being noticed in the work during the maintenance period, the Contractor shall, upon the notification from RCF, carry out proper repair / rectification as may be necessary to comply with and without any cost to RCF. In case of non-fulfillment of the terms & conditions of the contract during the period of maintenance, deduction against Security Deposit shall be recovered as may deem fit at the discretion of RCF.

No interest or compensation shall be payable in respect of Earnest Money Deposit, Security Deposit or any amount retained by RCF or any money which may be in RCF hand owing to dispute between RCF and the Tenderer or in respect of any delay on part of RCF in making any interim or final payments.

- x. **Scope of Work: As per attached BOQ**
- xi. **Building and other construction workers (BOCW) cess:** BOCW cess shall be deducted from each bill of contractor. The rate of BOCW cess shall be as applicable. Currently applicable rate of BOCW cess is @1%. The contractor's quoted price must consider the said BOCW cess and any other expenditure toward compliance of rules and regulations of BOCW cess.
- xii. Pre-qualification of JV: prequalification of JV shall be as follows,
The lead Bidder of the JV should meet the Minimum 50 percent of all the capabilities of pre-qualification criteria. The total of all JV partners should also meet the minimum of the total prequalification criteria.
JV members are "jointly and severally responsible and liable" in a contract. For pre-qualification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:
 1. Qualifying factors to be met collectively: (i) particular construction experience and key production rates; (ii) construction cash flow for the subject contract; (iii) personnel capabilities; and (iv) equipment capabilities;
 2. Qualifying factors for lead partner: (i) particular construction experience; (ii) financial capability to meet cash flow requirement of subject contract –not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted; (iii) financial soundness;

Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act. Hence all the MSME bidders shall mandatorily submit EMD amount as specified for the subject tender.

ANNEXURE - I

CREDENTIAL & ELIGIBILITY CRITERIA / PRE-QUALIFICATION DETAILS

| NAME OF BIDDER: | | | | | | | | | | | | | | | |
|---|---|-----------------------|-------------------------|------------|--------------------------|-----------------------|-------------------------|----------|--|--|--|----------|--|--|--|
| Sr. | Details to be filled and proof to be attached. | | | | | | | | | | | | | | |
| 1 | Name & Address of the company | | | | | | | | | | | | | | |
| 2 | Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration) | | | | | | | | | | | | | | |
| 3 | Name of owner / proprietor/directors | | | | | | | | | | | | | | |
| 4 | Contact Telephone Numbers: | Office/Mobile No - | | | | | | | | | | | | | |
| | | E-Mail ID - | | | | | | | | | | | | | |
| 5 | Banker's Name & Address (Submit Vender Registration / Updation form with relevant Documents) | | | | | | | | | | | | | | |
| 6 | <p>1. Technical Pre-qualification Criteria/Definition of similar Service Pre-qualification criteria: Bidder must have experience of successfully completed "Similar works i.e. civil renovation work or office renovation work" during the last 7 years ending last day of month previous to the one in which applications are invited should be either of the following along with "completion certificate".</p> <p>a) Three similar completed works costing not less than the amount equal to Rs.52.25 Lakhs each; (Rs.39.19 Lakhs for startup bidders) OR</p> <p>b) Two similar completed works costing not less than the amount equal to Rs.65.31 Lakhs each (Rs.48.98 Lakhs for startup bidders); OR</p> <p>c) One similar completed work costing not less than the amount equal to Rs.1.04 Cr each ; (Rs.78.37 Lakhs for startup bidders).</p> <p>Following documents shall be required to demonstrate experience in completion of similar items / works / services:</p> <p>1. Copy of the Purchase Order (PO) / Work Order / Contract as mentioned above shall be issued and executed within the last seven (7) years.</p> <p>2. Proof of execution of the submitted PO, which may include any of the following:</p> <p>a. Completion certificate / Customer Acceptance Certificate OR</p> <p>b. GeM SDAC (Service Delivery and Acceptance Certificate) document OR</p> <p>c (i). Tax Invoice to the extent of required Pre-Qualification value and</p> <p>(ii). Proof of receipt of payment like bank statement for the above referred tax invoice.</p> <p>The document submitted as proof of execution must be specifically for the same concerned Purchase Order (PO)/Work Order/Contract submitted, clearly indicating the corresponding PO/Work Order/Contract number.</p> <p>Note: Above PO values should be basic cost excluding taxes and any other charges.</p> <p>If any bidder submits a Purchase Order (PO)/Work Order/Contract with RCF for the tendered items/works or services within the applicable time period as specified, a confirmation regarding execution of the contract will be sought directly from the concerned user in RCF.</p> <p>(Fill details as per any one criteria mentioned above i.e. a or b or c and submit WO copies, BOQ copies & Completion certificates for verification. Kindly read Notes overleaf)</p> <table border="1"> <thead> <tr> <th>Sr.</th> <th>WO No. & Date</th> <th>PO Value (Rs.)</th> <th>Name of Customer</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td></td> <td></td> <td></td> </tr> <tr> <td align="center">2</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | Sr. | WO No. & Date | PO Value (Rs.) | Name of Customer | 1 | | | | 2 | | | |
| Sr. | WO No. & Date | PO Value (Rs.) | Name of Customer | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | |
| <p>Relaxation in (value only) experience criteria and Turnover for eligible startups shall be applicable for the subject tender. Relaxation of Pre-qualification for eligible startups: Relaxation of 25% in prior experience and turnover is applicable to the qualifying startups.</p> <p>Details of Documents Mandatory for Startup Bidders:</p> <p>1. For STARTUP bidders it is mandatory to submit DIPP Certificate</p> <p>2. For STARTUP bidders it is mandatory to submit certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation.</p> <p>3. For STARTUP bidders it is mandatory to submit Incorporation certificate showing they are operating less than 10Years.</p> | | | | | | | | | | | | | | | |
| SIGNATURE WITH STAMP | | | | | | | | | | | | | | | |

CREDENTIAL & ELIGIBILITY CRITERIA / PRE-QUALIFICATION DETAILS

NAME OF BIDDER:

7 Turnover during last three financial years for year 2022-23, 2023-24, 2024-25 (Required minimum Avg. annual turnover of **39.19 Lakhs**) (Rs.**29.39 Lakhs** for startup bidders).
(Please submit Turnover Certificate issued by your CA for following financial years for verification OR submit P&L statements of following years) "Certificate / documents issued by Chartered Accountant with membership number, sealed and signed with UDIN number will be valid and accepted"

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least as mentioned above.

| Sr. | Financial Year | Amount (Rs.) |
|-----|---------------------------------------|----------------|
| 1 | 2024-25 | |
| 2 | 2023-24 | |
| 3 | 2022-23 | |
| | Average Turnover for 3 years = | |

8 **Financial Soundness:** (The financial soundness should be CA Certified or Audited financial statement certified by CA).
The net worth of the Bidder firm (contractor or principal of authorized representative) should not be negative on 'The Relevant Date'. It means the net worth of the Bidder should not be negative in the balance sheet of last financial year (2024-25)
AND
Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. It means RELEVANT DATE for Net worth criterion is 31st March 2025 and Net worth for FY 2022-23, 2023-24, 2024-25 will be asked. Net Worth of bidder should not have eroded by more than 30% (thirty percent) in the last three years, ending on '31st March 2025'. [i.e. The net worth of last financial year (FY 2024-2025) should not be less than 30% compared to the 3rd last financial year (FY 2022-2023)].
In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable:
The Net Worth in each of these years should not be negative.
Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that of it's previously audited financial statement.
In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.
In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least as mentioned above.

9 **Provident Fund Registration No in the name of Bidder : (PF No) :**
PF No is in the Name of :
Address of Firm as per PF no

10 **Employee State Insurance Corporation Registration No in the name of Bidder : (ESIC No) :**
ESIC No is in the Name of :
Address of Firm as per ESIC no

11 **GSTN Registration No :**
(upload Scanned documents along with bid document as details in Annexure IV)

SIGNATURE WITH STAMP

| | |
|----|--|
| 12 | PAN No : PAN No is in the Name of : Address of Firm as per PAN no : |
| 13 | For all vendors including MSE vendors it is mandatory to submit EMD amount as specified to the subject tender. |
| 14 | Integrity pact with duly signed and stamped on each page by appropriate authority. (Annexure-XVII). Acceptance of Integrity pact is mandatory. Any Deviation in this regard shall not be accepted. |
| 15 | Local Content as per MAKE IN INDIA POLICY by govt. of India with duly signed and stamped on each page by appropriate authority (ANNEXURE – XII) and Restrictions under Rule 144 of the General Financial Rules(GFRs) (ANNEXURE – XIII) |

Notes:

2. ***Kindly note that the work orders shall be placed by the 'end user organization' directly on the vendor executing the job. The job carried out by vendor for the 'end user organization' through other agency where work order is not in the name of vendor will not be considered unless written confirmation of 'end user organization'.***
3. ***Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice as a proof of payment.***
4. ***For experience other than Govt. depts., statutory bodies, Central or State level PSUs, bidder shall have to submit Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice as a proof of payment.***

SIGNATURE WITH STAMP

WHERE AWARD OF 10% JOB OVER AND ABOVE SPECIFIED JOB IN NIT IS NOT POSSIBLE.

Start-up bidders must submit the following documents for meeting PQC of 100% job :

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 only*

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

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

ANNEXURE – II**COMMERCIAL TERMS & CONDITIONS****(KINDLY FILL THIS SHEET AND SUBMIT)**

Name of the work: - “Renovation of contract cell & commercial dept. at ground floor A-wing in administration building and other allied areas in administration building in RCF estate at Chembur, Mumbai-400074.”

BIDDER'S NAME:

NOTE: Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.

| NO. | DESCRIPTION | BIDDER CONFIRMATION (Please put √ in front of your confirmation) |
|-----|--|---|
| 1 | DEFECT LIABILITY PERIOD (MAINTNANCE PERIOD): 12 (Twelve) Months from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 2 | LIQUIDATED DAMAGE (LD) CLAUSE: Sum equivalent to 0.5% (half) percent of the contract value of the delayed Works/Services for each week (or day or hour, as the case may be) of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay (exceeding 25% of the completion period) this maximum deduction of LD shall be 10% of the executed value of the contract. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 3 | SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE: On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay 5% amount of contract value as security deposit to be deposited in the form of DD/BG/ECS within a period of Fourteen (14) days after issue of Work Order. 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. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 4 | Whether the party have been Holiday List/Black List / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers debaring us from carrying on business dealings with RCF Limited or Ministry of Chemicals and Fertilizers. (Declare the same as per Annexure A) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5 | FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGHOUT CONTRACT PERIOD. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 6 | E-Reverse Auction: E-Reverse Auction shall be conducted for finalization of contract, order shall be placed on lowest basis (based on e-reverse Auction). Techno-commercially qualified bidders shall only be allowed to participate in the e-Reverse Auction. 50% elimination with more than N+3 bidders shall be eliminated (Where N is the number in which the contract is to be split up. Example in 60:40 contract, N=2). Reverse Auction would be conducted amongst all the technically qualified bidders except 50% elimination with more than N+3 bidders. However, if L-1 is non-MII and bidder getting eliminated is eligible MII and price is coming within price band of 20% of Non-MII L-1, then the Non-MII will be considered for E reverse auction. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 7 | STATUTORY VARIATIONS: ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF'S ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |

SIGNATURE WITH STAMP

(KINDLY FILL THIS SHEET AND SUBMIT)

Name of the work: - “Renovation of contract cell & commercial dept. at ground floor A-wing in administration building and other allied areas in administration building in RCF estate at Chembur, Mumbai-400074.”

BIDDER’S NAME:

NOTE: Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.

| | | |
|----|--|---|
| 8 | Whether The Proprietor Is From SC/ST Category (Please Attach Caste Certificate Issued By Competent Authority Else You Will Not Be Considered Under SC/ST Category) | <input type="checkbox"/> Yes <input type="checkbox"/> NO |
| 9 | The Bidder has read each and every point of Tax Compliance (Annexure VII) related to GST in Tender Document, understood and accepted all the terms and conditions of Tax Compliance related to GST. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 10 | TENDER CONDITIONS AND SPECIAL CONDITIONS IF ANY: THE BIDDER HAS READ EACH PAGE OF TENDER DOCUMENT, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF TENDER DOCUMENT. (DEEMED AS SIGNED THE TENDER DOCUMENT) | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 11 | THE BIDDER HAS READ EACH PAGE OF ALL THE ANNEXURES RELATED TO STATUTORY COMPLAINTS (PF, ESIC, BOCW etc.) , UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS MENTIONED IN THE ANNEXURES AND ACCEPTED PENAL PROVISIONS MENTIONED IN NIT. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 12 | Payment Terms: The Contractor shall be entitled to be paid monthly for running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantities of the work order. Net payable amount shall be released within seven days from the date of Certification of the bill by the Engineer. | <input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed |
| 13 | DEVIATION IF ANY {Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure - II)} | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| 14 | Whether the party is registered as STARTUP (please furnish the proof) | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| 15 | All STARTUP bidders shall submit DIPP Certificate | Mention DIPP No. <input type="checkbox"/> Not Applicable |
| 16 | All STARTUP bidders shall submit certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation. | Mention UDIN No. <input type="checkbox"/> Not Applicable |
| 17 | For STARTUP bidders it is mandatory to submit Incorporation certificate showing they are operating less than 10 Years | Mention No. <input type="checkbox"/> Not Applicable |

SIGNATURE WITH STAMP

ANNEXURE - A

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. – CC/O/TCM/C/2526/318

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

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 debaring 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 - B

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

Ref: RCF NIT/Bid No. CC/O/TCM/C/2526/318

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

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 :-

PROCESS COMPLIANCE FORM

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

To

**M/s. Rashtriya chemicals and fertilizers Limited.
Trombay Unit, Chembur Mumbai**

Attention :

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering & e-reverse auction

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering & e-reverse auction mentioned in the NIT No.: CC/O/TCM/C/2526/318

We hereby confirm the following –

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

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no.:

Mobile no. :

UNDERTAKING REGARDING ABIDING BID CONDITIONS

(To be submitted by the party on their Companies letter head with duly signed and stamped)

To,
Rashtriya Chemicals and Fertilizers Limited,
Chembur, Mumbai- 400074.

Dear Sir,

I / We M/sare ready give declaration for the below mentioned two points (1 & 2).

1. I / We will not involve ourselves or our employee in any act of cartelization and if we are found to be doing any form of cartel, then RCF Ltd is authorized to initiate suitable action against us as decided by the Company.
2. I / We have read, Understood and we are agreed for the below mentioned points.

| Sr. No | Description |
|---------------|--|
| 1. | Instruction for Tenderers for Submission / Uploading of tender. |
| 2. | Methodology of Uploading of rates in Price Bid (BOQ). |
| 3. | Evaluation Criteria. |
| 4. | Basis of Award of Contract / Validity of Tenders. |
| 5. | Submission of Pre-qualification details. |
| 6. | Submission of Supporting Documents / Certificates for Prequalification |
| 7. | Scope of Work, Terms and Conditions, Other Terms and Conditions if any |
| 8. | Procedure for E-reverse Auction |
| 9. | List of Approved Banks. |
| 10. | We have visited the Site and understood the Scope of Work |
| 11. | Submission of Solvency Certificate |
| 13. | Format of Bank Guarantee. |
| 14. | Format of Agreement. |
| 15. | Disciplinary Measures Governing Terms and Conditions of Civil Contracts. |
| 16. | Process Compliance Form (e-tender & e-RA) |
| 17. | Submission of Vendor Updation form |

Sign and Seal of Tenderer /Authorized Person

RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED.
(Government of India Undertaking)
FACTORY CIVIL DEPARTMENT
GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTCC)

1.0 DEFINITIONS :

The following expression shall have the meanings specified against the respective item wherever used in this document, unless repugnant to the context and meaning thereof:

- (a) The term Contract shall mean and include any award of work for fabrication, construction, civil works including civil structures, erection, commissioning including supply, erection of equipment, renovations, repairs etc. and also including contract for services.
- (b) The term 'Contractor' shall mean the person(s), firm or company with whom the contract is placed and shall be deemed to include their representatives, heirs, executors and administrators, successors approved by RCF unless excluded by the contract and the term defined under the Provisions of the Contract Labour Act.
- (c) Contract' shall mean and include work order, the accepted schedule of rates or the scheduled of rates of RCF modified by the tender percentage for items of the works quantified or not quantified, the general conditions of contract, the special conditions of contract (if any), the drawings, the specifications, the special specifications (if any), tender documents etc.
- (d) Effective Date of Contract means the date of start of work as mentioned in the Work Order / Letter of Intent.
- (e) 'Equipment' means any items of plant and machinery, equipment, accessory or thing supplied by RCF to be erected / installed by Contractor.
- (f) 'Initial Contract Price' means the value of Work Contract initially as per Schedule.
- (g) The term 'RCF' / RCF Ltd or Company shall mean Rashtriya Chemicals and Fertilizers Limited having its Registered Office at 'Priyadarshini' Eastern Express Highway, Sion, Mumbai- 400 022 and shall include the administrative and executive officers authorized to deal with all the matters relating to the contract.
- (h) Site' shall mean the site and other places on, in or through which the works are to be carried out and any other lands or places provided by RCF for the purpose of contract.
- (i) Work' means all duties, responsibilities and obligations to be discharged by Contractor pursuant to the Contract.
- (j) 'Administrative Charge': Chief Engineer or equivalent designated manager and/ or above Senior managers of RCF shall mean administrative charge of work.
- (k) 'Engineer' shall mean the executive in-charge of works and shall include the senior Engineer of this Department of RCF.
- (l) 'Engineer's Representative' shall mean the Engineer's Assistant, Supervisor assisting the Engineer in the execution of works.

- (m) 'Specifications' shall mean the specifications for materials and works issued by Engineer or as amplified, added or specified by special conditions, if any.
- (n) 'Drawings' shall mean the maps, drawings, plans, tracings or prints issued, if any, or that may be issued from time to time by the Engineer.
- (o) 'Period of Maintenance' shall mean the specified period of maintenance from date of completion / contractual closing period of the work as certified by the Engineer.

2.0 INSTRUCTIONS FOR SUBMISSION OF TENDER :

- (i) The tenderers are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender.
- (ii) Tenderers shall quote the tender in the prescribed format of the tender document in BOQ.
- (iii) Offer of the tenderer should be as per BOQ format. Tenderer has to confirm offer for amount in Rupees (if any), and amount in words before attaching the BOQ to the tender.
- (iv) The tenderers shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the tenderers, who resort to canvassing, will be rejected outright. Deviations sought by the bidders, whether commercial or technical deviations, must only be given in the schedules prescribed for the purpose. **Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself non-responsive.**
- (vi) Submission of a tender will be conclusive evidence to the fact that the tenderer has fully satisfied herself / himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract, local precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.

3.0 AMENDMENT TO NIT

At any time prior to the deadline for submission of bids, RCF or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

4.0 SUBMISSION OF TENDERS:

The Bidder shall bear all costs associated with the preparation and submission of Bid and neither the company nor its nominee nor its consultants will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Any clarification required by prospective bidder shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

5.0 EARNEST MONEY DEPOSIT (EMD): As specified in Instruction to bidders.

EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD please log on to www.rcfld.com and then go to 'Portal' and 'EMD Payments.' For any help refer to Help Menu which is available on Log in or SIGNUP screen. For any help, please contact on helpline numbers mentioned in the NIT.

Any bid not accompanied by the requisite EMD / VRD (In case Exemption of EMD applicable for startups) shall be rejected as non-responsive. No further communication in this regard shall be entertained.

A bidder's bid security / EMD / Equivalent VRD Amount will be forfeited if the bidder;

- i. withdraws or amends its/ his tender;
- ii. impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii. If the bidder does not accept the correction of his bid price during evaluation; and
- iv. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period of 21 days from the date of notification of Award.

Action shall be initiated in above cases as per debarment clause of NIT.

The bidders, submitting the tenders for first time in RCF Ltd., Trombay Unit shall submit format for ECS registration on their letterhead. ~~The EMD will be forfeited in the event of the Contractor failing to commence the work within a reasonable period.~~ The Earnest money deposited (E.M.D.) by the successful tenderer shall be appropriated towards Security deposit. ~~The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited.~~ Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded as soon as possible.

Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act. Hence all the MSME bidders shall mandatorily submit EMD amount as specified for the subject tender.

All bidders including MSE bidders shall submit EMD as specified for the subject tender.

6.0 RIGHT OF CANCELLATION ACCEPTANCE & REJECTION OF TENDER:

~~RCF Ltd. reserves the right to accept at their sole discretion any tender in whole or part or split the work among two or more Contractors or reject any or all Bids cancellation of the tender without assigning any reason thereof. No claim for compensation etc. whatsoever will not be entertained by RCF. If a Contractor whose past performance has not been found satisfactory in the opinion of RCF, then RCF reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders.~~

~~The decision of RCF regarding performance evaluation shall be final & binding on the Contractors.~~

7.0 VALIDITY OF BIDS:

Bids shall be valid for at least 90 days after the date of opening of Technical Bid in RCF Ltd. In case where revised price bid is being accepted the validity of revised price bid shall be 90 days from submission of revised price bid. A bid valid for a shorter period may be rejected at the discretion of RCF. In exceptional circumstances, RCF may solicit the bidder's consent to an extension of the period of validity. The request and responses there to shall be made in writing. The bids shall be suitably extended where it is necessary at the request of RCF. Where bidder is unwillingly to extend the validity period, his/her bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his/her bid, after commercial bids have been opened unless asked by RCF due to change in specifications / scope or otherwise.

8.0 AMENDMENT OF BIDS:

Modifications or withdrawal of bids after the bids submission prior to the deadline prescribed for submission of bids may be permitted, provided that written notice of this modification or withdrawal is received by the RCF. No bid shall be allowed to be withdrawn after the expiry of the deadline for submission of bids. Withdrawal of a bid after expiry of deadline shall result in the forfeiture of the EMD.

9.0 OPENING OF BIDS.

The tenderers shall submit in the prescribed format as mentioned above. Any bid received after the opening of bids will be treated as 'Late bids' and will be ignored.

10.0 NEGOTIATIONS:

RCF reserves the right to conduct negotiations with Contractors to have the possible reduction from the offer or if the condition so warrants. The bidders shall attend the negotiation meeting in time upon intimation to them by RCF.

11.0 AWARD AND SIGNING OF CONTRACTS / WORK ORDERS:

RCF will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. RCF will take into account the bidder's financial, technical and production capabilities. It will be based upon examination of the documentary evidence of the bidders qualifications and any additional information submitted by the bidder.

12.0 SCOPE OF SERVICES :

The Contractor shall execute the whole and every part of the work with good workmanship and quality and to the satisfaction of RCF. Contractor shall arrange all tools, tackles, material handling equipment, welding equipment and cables, welding rods, scaffoldings, consumable stores safety equipment & appliances and all other equipment/accessories required for execution of work. These shall not be removed from the site without the written permission of the RCF. Contractor shall provide necessary supervisory staff and work force required for the execution of the contract. Contractor shall immediately on receipt of notice from RCF, make good any defective work without any cost to RCF. Contractor for this work shall co-ordinate with other Contractors who will be simultaneously carrying out the work in the same area. The work shall be completed as per detailed time schedule, which shall be prepared after issue of work order. The Contractor shall execute the work as per the sequence given by the Engineer-in-charge from time to time. The Contractor shall be required to set out the works and to

provide at his/her own cost, all the materials and labours and shall be entirely responsible for true and perfect setting out and for the correctness of all levels, dimensions, alignments etc. of all the parts of the work to the satisfaction of Engineer. The periodic testing for the samples of materials going into the work shall be done in the approved laboratories at the discretion of Engineer. Cost for the same will be borne by the Contractor. To determine the acceptable standard of materials and workmanship a sample shall be made and completed by the Contractor in all the respects as directed by Engineer. After approval of such sample of the work, the further works shall be carried out by the Contractor as directed by the Engineer.

Details about various items along with tentative quantities are given in Schedule of rates attached with the tender document. The detail description of each item is to be followed as mentioned in the MCGM Schedule 2023 for building work and road work or as directed by Engineer in Charge of M/s. RCF, Ltd.

13.0 EFFECTIVE DATE:

Effective date of Contract / Work Order shall be the date as specified in the Letter of intent or Work Order. The completion period of the contract shall be exclusive of the mobilization period of 7 days to commence the work and Contractor shall proceed with the work with due expedition and without delay. The Contractor shall take instructions and seek the assistance to take up the work in time by contacting the Engineer. The Contractor shall submit the list of his/her authorized officials and their authorization to Engineer in time.

14.0 LIQUIDATED DAMAGE (LD) / MUTUALLY AGREED DAMAGE (MAD):

If the Contractor fails to complete the work and clear the site on or before the schedule date of completion or the Contractor has not achieved the progress of work as set out in time schedule, the Contractor shall be liable without prejudice to the right and remedy of RCF on account of such failure, be liable to pay the compensation as Mutually Agreed Damage (M.A.D.) equivalent to **Sum equivalent to 0.5% (half) percent of the contract value of the delayed Works/Services for each week (or day or hour, as the case may be) of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay (exceeding 25% of the completion period) this maximum deduction of LD shall be 10% of the executed value of the contract..**

Mutually agreed damage (MAD) is genuine and pre-estimated loss to the owner in case of delay in execution of Contract as agreed between two parties. Further contractor agree that in case of imposition of MAD, Owner is not required to prove, whether she / he has incurred the actual loss on account of delayed execution of contract and the decision of the Owner shall be final in this regard.

15.0 SECURITY DEPOSIT (SD) / PERFORMANCE GUARANTEE :

On acceptance of the Tender by RCF, for due and faithful fulfillment of the Contract, the Successful Tenderer shall have to pay 5% amount of contract value as security deposit to be deposited in the form of ECS/BG/DD within a period of **Fourteen (14) days** after issue of Work Order. **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.**

- (a) In case of security deposit is deposited in the form of ECS/DD, the Security Deposit (SD) shall remain with RCF Ltd for a period of **12 (Twelve) months** from date of

completion of the work by the contractor and the work taken over by RCF Ltd. SD shall be released after these **12 (Twelve) months** if no defects noticed in the work during the maintenance period.

OR

(b) Security Deposit of 5% of contract value is deposited in the form of Bank Guarantee (BG) as per RCF's format. This Bank Guarantee will be valid upto **maintenance period + 60 days** (i.e. Contract validity period + Maintenance period + 60 days) Bank Guarantee of less validity period than specified will not be accepted. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached **Annexure -XV**

- i. 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.
- ii. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within 14 (fourteen) days of the issue of the amendment

The period of maintenance shall be **12 (Twelve) Months** from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer. The Security Deposit shall be retained with RCF for the period of maintenance / DLP. The work executed by the Contractor shall be under the maintenance period of contract for satisfactory performance and free from all defects. In the event of any defects being noticed in the work during the maintenance period, the Contractor shall, upon the notification from RCF, carry out proper repair / rectification as may be necessary to comply with and without any cost to RCF. In case of non-fulfillment of the terms & conditions of the contract during the period of maintenance, deduction against Security Deposit shall be recovered as may deem fit at the discretion of RCF.

No interest or compensation shall be payable in respect of Earnest Money Deposit, Security Deposit or any amount retained by RCF or any money which may be in RCF hand owing to dispute between RCF and the Tenderer or in respect of any delay on part of RCF in making any interim or final payments.

16.0 PRICE ADJUSTMENT / ESCALATION:

The Contractor's accepted offer shall remain firm and subject to no escalation whatsoever during the entire contract period of the work.

17.0 E REVERSE AUCTION :

As specified in Instruction to bidders.

18.0 RIGHTS OF CANCELLATION:

~~RCF reserves the right to cancel the contract or part thereof and shall be entitled to rescind the same forthwith by a written notice of seven days to Contractor if:~~

- ~~(i) The Contractor does not adhere to any of the terms and conditions of the contract.~~
- ~~(ii) The contractor fails to execute the job in time.~~
- ~~(iii) The quality of the supply received/workmanship is poor or not in conformity with the requirement.~~
- ~~(iv) The Contractor attempts for any corrupt practices.~~

- ~~(v) The Contractor becomes bankrupt or goes into liquidation.~~
- ~~(vi) The Contractor makes a general assignment for the benefit of creditors.~~
- ~~(vii) A receiver is appointed for any of the properties owned by the Contractor.~~

~~Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it. RCF in that event will be entitled to get the job executed from any other sources and recover the excess payment over the Contractor's agreed price, (if any), from the Contractor. RCF also reserves the right to cancel the contract due to Force Majeure conditions and the Contractor will have no claim of compensation whatsoever.~~

A) RCF reserves the right without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor for seven days. Two weeks, the contract may be terminated in whole or in part, if the contractor has:

- i) has seriously or repeatedly breached the contract, including
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;
 - c) breach of the prohibition against sub-contracting.
 - d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
 - e) Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer
 - f) Failure to comply with the requirements regarding JVs
- ii) Committed fraud.
- iii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

Upon termination of Contract in whole or in part, recourse shall be taken to any one or more of the following actions:

- a) Forfeiture of the performance security / Security deposit;
- b) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. and
- c) However, the contractor shall continue to fulfil the contract to the extent not terminated.

RCF also reserves the right to cancel the contract due to Force Majeure conditions and the Contractor will have no claim of compensation whatsoever.

B) **Termination of Contract for Insolvency:** If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity

19.0 TERMINATION FOR CONVENIENCE:

RCF may, by written notice sent to the Contractor, terminate the contract, in whole or in part, at any time for RCF's convenience. The notice of termination shall specify that termination is for RCF's convenience, the date /extent to which such termination becomes effective. The works that are complete, at the time of receipt of notice of termination shall be taken over by RCF at the contract terms and prices.

20.0 PAYMENT TERMS:

(A) **Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. All the duties pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules. Any statutory changes in tax provisions during operation of the contract i.e. after issue of Work Order till completion of job / Contract period will be on RCF and after this period, upward will be borne by the contractor. GST @ 18 % shall be payable extra on basic work executed.

(B) **Statutory Variation Clause:**

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

(C) **Payment:**

The Contractor shall be entitled to be paid monthly for running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantities of the work order. Net payable amount shall be released within seven days from the date of Certification of the bill by the Engineer.

The Contractor shall raise the bills on the printed forms in duplicate copies at the office of the Engineer, according to the terms & conditions of the contract. RCF shall have recourse to Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of, or in connection with any failure of Contractor to perform any of his/her responsibilities / obligations under the terms of the contract. Any money due or becoming due from the Contractor pertaining to this contract shall be recovered from Contractor's bills.

The bill must be submitted complete in all respects i.e supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (Complete in all respects) beyond 30 days, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.

21.0 VARIATION IN SCOPE OF WORK & EXTRA ITEMS:

Quantities indicated in Schedule of quantities are subject to any variation on either side. The quantity of individual item may be deleted. Contractor shall not be entitled for any compensation on this account and the quoted rates shall hold good for such Quantity variations etc. **10% increase in the overall initial work value** shall be allowed as per the

sole discretion of RCF as per requirement in the work and RCF reserves the right and it is binding on the part of Contractor to adhere with the terms & conditions of the awarded contract

In case of executing of items of work not included in the rate schedule, the rates for such items shall be fixed / derived on the following basis after prior written approval, following the order of basis as under.

- a) Similar item-rate basis or otherwise.
- b) On basis of Unified Schedule rates (USR) of Brihan Mumbai Municipal Corporation (MCGM) for **Building Work of the year 2023** along with percentage applicable as per Work Order.
(In MCGM USR 2023, the rates mentioned are basic rates. On this base rate percentage applicable as per Work Order will be added/deducted and then present GST as mentioned above will be added).
- c) On prevailing market rate basis for deployment of work force and requisite materials in the work with an addition of 10% thereon for profit and overhead charges.

22.0 FORCE MAJEURE:

Neither the Contractor nor RCF shall be considered in default in the performance of their obligations as per the contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, pandemics, accidents, fire, cyclone, flood, **earth quake** 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.

Should either party be prevented from fulfilling the obligations provided for in the contract by the existence of causes of Force Majeure lasting continuously for a period exceeding 120 days, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

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

In such an event, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of Thirty (30) days to the other party of the intention to terminate without any liability other than reimbursement on the terms and conditions provided in the contract.

23.0 JURISDICTION:

The contract shall be deemed to have been entered into at Mumbai and all causes of action in relation to the contract will thus be deemed to have been arising only within the jurisdiction of the Mumbai Courts.

24.0 DISPUTES AND ARBITRATION:

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1966. The provisions of the Arbitration and Conciliation Act, 1966 shall apply

to the proceedings conducted under the arbitration. In case the party (Parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of ~~Civil Contract(s)~~ commercial contract(s) between Central Public Sector Enterprises (CPSEs / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes ~~concerning~~ relating Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through **Administrative Mechanism for Resolution of CPSEs Dispute** (AMRCD) as mentioned in DPE OM No. ~~4(1)/2013-DPE(GM)/FTS-1835 dated 22.5.2018~~ 05 / 0003 / 2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on said dispute will be binding on both the parties.

25.0 FACILITIES TO BE GIVEN BY RCF :

At single point at site Power shall be made available free of cost and **water shall be made available on chargeable / free of cost as specified in Instruction to Bidders**. Further distribution shall be arranged by Contractor. All electrical installations put up by Contractor shall be in conformity with Indian Electricity Act (latest edition) or rules there-under. No claim in any form on account of failure of power/water supply will be entertained.

Contractor shall be provided with limited amount of open space near the site, free of cost. she / he shall not use at any time any other open / covered land near the site other than the space provided for his/her use, without the permission of RCF. Contractor shall specify his/her minimum requirement of space at site well in advance.

Contractor will be permitted to construct temporary sheds at the space allotted to him at his/her own cost to accommodate his/her site office / stores. Any temporary structure set up at site by Contractor shall be of sound construction and Contractor shall be solely responsible for any damage or consequence thereof of the same. Any temporary structure made by Contractor in connection with the work shall be dismantled and removed by him and entire area where the work was performed cleared of any surplus or scrap materials, rubbish or debris within thirty days of issue of Taking over Certificate or such earlier date as RCF may require. In order to complete the work in the scheduled time, the Contractor will be allowed to work beyond normal working hours.

26.0 RCF's REPRESENTATIVE:

The Engineer appointed by RCF at site shall be responsible for all matters concerning this work, except as otherwise provided herein. All instructions and directions at site to the Contractor shall be issued by the Engineer in writing to Contractor and Contractor's representative/s at site. Contractor shall carry out the work under the direction of and to the satisfaction of the Engineer-and in accordance with the provisions herein.

27.0 CONTRACTOR'S REPRESENTATIVE:

Contractor shall depute technically qualified, competent and experienced supervisors whose name, qualifications and experience shall be intimated in writing to RCF. The supervisors shall be present at site during working hours and any instruction / directions or other

communications delivered to them by Engineer shall be deemed to have been received by Contractor.

28.0 MATERIALS:

Contractor shall have to make their own arrangement for procurement for all materials required for the execution of the work. The receipts, test certificates etc., shall be furnished by the Contractor as insisted by Engineer-. An account of consumable materials procured and actually consumed in the work as compared to the theoretical requirement shall be prepared in consultation with Engineer.

29.0 GENERAL:

- (i) During execution the Contractor shall at all times keep the work and storage area free from accumulation of waste materials or rubbish. After completion of the work, the Contractor shall remove or dispose off, in a satisfactory manner, all temporary structure, waste and debris and leave the premises in a condition satisfactory to RCF.
- (ii) The Contractor shall not object to the execution of work by other Contractors or tradesmen and offer them every facility for the execution of their several works simultaneously with his/her own.
- (iii) The Contractor shall carry out all his/her works at site in close consultation with RCF so that other works at the site are not impeded.
- (iv) The Contractor shall submit Fortnightly Progress Report of the work to Engineer in a mutually agreed format.
- (v) The Contractor shall provide at his/her own cost all necessary safety measures required to protect the public as well as his/her workers from accident by providing safety belts, helmets, safety shoes etc. as and when required and shall be bound to bear the expenses of defense of any action or legal proceedings that may be brought by any person for injury or death sustained owing to the neglect of safety precautions and to pay any damages and costs which may awarded in consequence as per rules in force.
- (vi) The Contractor shall carry out the work in a manner that would ensure the safety of the property and the personnel working at / near the site and if RCF objects to any unsafe practice in use, the Contractor shall rectify it at his/her own cost. It shall be the responsibility of the Contractor to install and maintain adequate safety devices, to meet the requirement of all statutory regulations in vogue from time to time and to the satisfaction of RCF. Such safety devices shall include, but not limited to, temporary guards, shores, bracing, scaffolding, guard rails, fences, temporary floorings, notice boards, lights, watchmen etc. to protect and warn the public and guard the works.

30.0 SAFETY OF WORKERS: (For Site Job)

- Contractor shall take clearance from Safety Department before start of any job within RCF premise / factory premises and their advice shall be implemented in letter & spirit.
- Report of every accident minor or major must be immediately submitted to the Chief Safety officer, RCF Chembur by Shift Incharge and Site Incharge of the Contractor.

- Every employee of the Contractor must undergo the job safety training conducted by RCF Safety Dept, as per advice of Chief Safety Officer, RCF, Chembur. Contractor shall report to Safety Department for above course.
- Contractor must supply necessary safety appliances to his/her workers and workers must wear appropriate safety appliances e.g. Helmet, Gas Masks, Safety Belt etc. while working. All safety appliances shall be of good quality, standard make and BIS certified.
- 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.
- Contractor shall not undertake any work within the Battery Limits of the Plants, unless proper and valid Safety Work Permit is obtained from concerned Plant/ Dept.
- In case any of the safety provisions are violated, the entry Gate Pass of the concerned Worker/workers shall be suspended and necessary action will be taken.
- The Contractor shall abide by all the directives of RCF and statutory bodies regarding Safety of his/her workers, equipment etc. issued to him from time to time.
- The Contractor shall submit, before actual commencement of the work, the Names, Permanent & Present Address / Age / Qualifications, experience and two Passport size photographs of all employees to be placed at Site to RCF's Personnel Dept. Any addition to the strength or Workers shall also be intimated to RCF immediately with all details.
- After completion of job at the site, contractor shall remove all unwanted/ scrap material, material used during the course of the job, e.g. scaffolding tubes, tools/tackles, metal plates, wooden planks, cotton rags, empty drums, etc. from site and clean up the concerned area to maintain Good housekeeping inside the Plant. A certificate of completion/ surrounding area cleaned-up, shall be obtained from the concerned Plant authority and the same shall be made a part of the job completion document.
- Dress Code: All contractor workers should have dress i.e. proper fitting shirt, pant and shoes in RCF Premises / factory premises. Personal protective equipments applicable for specific jobs shall be used as additional measures.
- Horse-play, fooling, quarrels/ fights, over speeding of vehicles, talking on mobiles while driving the vehicles, more than two persons on a two wheeler, smoking in Plant area is strictly prohibited.
- Contractor shall have appropriate mode of transport of the material like tempo, truck, tankers etc. in good condition with valid RTO registration and other statutory documents. The drivers should have valid driving license and they must abide by RTO regulations inside the factory.

RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(TROMBAY UNIT)

1. CONTRACTOR'S LABOUR AND HEALTH REGULATIONS. (C.L.H.R.)

1. **Short Title :** These regulations may be called 'The Company's Labour Regulations'.
2. **Definition :** In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively that is to say :
 - (1) 'Labour' means workers employed by the Company's contractor directly or indirectly through a sub-contractor or other persons or by any agent on his behalf.
 - (2) 'Fair wages' means wages notified at the time for the work and where such wages have not been so notified, the wages prescribed by the C.P.W.D. for the district in which the work is done.
 - (3) 'Contractor' shall include every person whether a sub-contractor, head-man or agent employing labour on the work taken on contract.
 - (4) 'Wages' shall have the same meaning as defined in the Payment of the Wages Act and includes time and piece rate wages.
 - (5) "The Central Government Company" shall mean The Rashtriya Chemicals & Fertilizers Ltd.
3. **Display of Notice regarding Wages and Cards :** The contractor shall before he commences his work on contract (a) display and correctly maintain in clean and legible condition in conspicuous places on the work, notice in English and in the local Indian languages spoken by the majority of the workers, giving the rates of wages which have been certified by the Engineer or Regional Labour Commissioner as fair wages and the hours work for which such wages are earned and (b) send a copy of such notices to certifying Officers.
4. **Payment of Wages :** (1) Wages due to every worker shall be paid to him direct (2) All wages shall be paid in current coin or currency or in both.
5. **Fixation of Wage Periods :** (1) The Contractor shall fix wage periods in respect of which the wages shall be payable. (2) No wage period shall exceed one month. (3) Wages of every workman employed in the contract shall be paid before the expiry of ten days after last day of the wages period in respect of which the wages are payable. (4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid which his employment is terminated. (5) All payments of wages shall be made on a working day except when the work is completed before the expiry of wages period in which case the final payment shall be made within 48 hours of the last working day.

Note : The term working day means a day on which work the labour is employed, and is in progress.
6. **Wages Books and Wage Slips :** (1) The Contractor shall maintain wage book of each worker in such form as may be convenient, but the same shall include the following particulars, (i) Rate of daily or monthly wages (ii) Nature of work on which employed (iii) Total No. of days worked during each wage period (iv) Total amount payable for the due work during each wage period (v) All deductions made from the wage with an indication in each case of the ground for which the deduction is made (vi) Wages actually paid for each wage period (2) The Contractor shall also maintain a wage slip for each worker employed on the work (3) The Engineer may grant an exemption, from the maintenance of wage books and wage slips to a Contractor, who in his opinion may not directly or indirectly employ more than 50 persons on the work

7. **(I) Fines and Deductions may be made from Wages :** The wages of workers shall be paid to him without any deductions of any kind except those authorised namely (a) Fines (b) Deductions for absence from duty i.e. from the place where, by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent. (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of goods for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (II) The company may from time to time allow deductions other than those specified in clause 7 (i) above. No fine shall be imposed on a worker and no deduction for any damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction. The total amount fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to 3 paise in a rupee of the wages payable to him in respect of that wage period. No fine imposed on any worker shall be recoverable from him by instalments, or after expiry of 60 days from the date on which it was imposed.
8. **Register of Fines :** (1) The Contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
- (2) The Contractor shall maintain a list in English and in the local Indian Languages clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
9. **Preservation of Registers :** The wage books, the wage slips and the Register of lines and deductions required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.
10. **Power of Labour Welfare Officers to make investigations or enquiry :** The Labour Officer or any other persons authorised by the Central Government Company on their behalf shall have powers to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.
11. **Report Against The Decision of Labour Welfare Officer :** The Labour Welfare Officer of any other person authorised as aforesaid shall submit a report of the result of these investigations or enquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under 12 of these regulations actual payment to labourers will be made by the Engineer after the Regional Labour Commissioner has given his decision on such appeals.
12. **Appeal Against the Deduction of Labour Welfare Office :** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Commission within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.
- 12 (A) No party shall be allowed to be represented by a lawyer during any investigations, enquiry, appeal or any other proceedings under the regulations.
13. **Inspection of Books and Wages Slips :** The contractor shall allow inspection of the wage book, wageslip and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received, or the Labour Welfare Officer or any other person authorised by Central Government Company in his behalf.

14. **Submission of Return** : The contractor shall submit periodical Return as may be specified from time to time.
15. **Amendment** : The central Government may from time to time add to or amend these regulations and on any question as to the application, interpretation or effect of these regulations and the decision of the chief Labour Commissioner to the Government of India or any other person authorised by the Central Government in that behalf shall be final.

II. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS.

1. **Application** : These rules called the "Company's Health Rules" shall apply to all construction works in charge of the company.
2. **Definitions** : (1) 'Works place' means place at which at an average, fifty or more workers are employed in connection with construction work.
(2) 'Large work place' means a place at which at an average, 500 or more workers are employed in connection with construction work.
3. **First Aid** : (a) At every work place there shall be maintain in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be in kept good order and in large work place, they shall be placed under the charge of responsible persons who shall be readily available during working hours.
(b) At large work place where hospital facilities are not available within easy distance of the work first aid post shall be established and run by a trained compounder.
(c) Where large work place are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
(d) Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, an Ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other work places some conveyance facilities such as a car shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.
4. **Drinking Water** : (a) In every work place there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking. (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored. (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from existing well, which is within such proximity of latrine, drain or any other source of pollution the well shall be properly chlorinated before after is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof. (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for clearing or inspection which shall be done at least once a month (e) The temperature of drinking water supplied to workers shall not exceed 90 degrees F
5. **Washing and Bathing Place** : (1) Adequate washing & bathing places shall be provided separately for men and women. (2) Such places shall be kept in clean and drained condition

6. **Scale of Accommodation in Latrine and Urinals** : There shall be provided within the precincts of every work place latrines and urinals in any accessible place and the accommodation separately for each of them shall not be less than the following scale
- Where the No. persons does not exceed 50 - No. of seats 2
 - Where the No. of persons employed exceeds 50 but does not exceed 100- No. of seats 3.
 - For every additional 100 persons, No. of seats3.
- In particular cases, the Executive Engineer shall have the power to vary the scale, where necessary.
7. If woman are employed, separate latrines, screened from those for men and marked in vernacular or in conspicuous letters FOR WOMEN ONLY shall be provided on the scale laid down in rule 5. Those for men shall be similarly marked FOR MEN ONLY. A poster showing the figure of man and woman shall also be exhibited at the entrance of latrines for each set. There shall be adequate supply of water close to the urinals and latrines
8. **Latrines and Urinals** : Except in work places provided with water flush latrines, connection with a water borne sewage system, all latrines shall be provided with receptable or dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strict sanitary condition the receptables shall be tarred inside and outside at least once a year.
9. **Construction of Latrines** : The inside wall shall be constructed of masonry of some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in the register maintained for this purpose and kept available for inspection.
10. **Disposal of Excreta** : Unless or otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta at the work place shall be made by means of a suitable process approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case may be in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pacca tank prepared for the purpose and covering it with a 6" layer of water of refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).
11. **Provision of Shelters During Rest** : At every work place there shall be provided free of cost two suitable sheds one for meals and other for rest, for the use of labour. The height of the shelter shall not be less than 1ft. from floor level to the lowest part of the roof.
12. **Creche** : (a) At every work place at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women, one hut shall be used for infant's games and play and the other as their bed room. The huts shall not be constructed on lower standard than the following :
- Thatched roofs
 - Mud floors and walls
 - Plants spread over the mud floor and covered with matting.
- (b) The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officers of this area concerned. The use of the huts shall be restricted to children, their attendants and mothers of the children.
13. **Canteen** : A food canteen on a moderate scale shall be provided for the benefits of the workers wherever it is considered expedient.
14. The above rules shall form an integral part of the contract.

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

1. Debarment is classified under following two types:

(i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.

(ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

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

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

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

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

Debarment by RCF, limited to only RCF-

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

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

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

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

(i) prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

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

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

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

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

f. Proposal for approval of debarment to be put up by committee to CMD. Approval of CMD is required to debar the firms.

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

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

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

(i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

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

12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

20. The period of debarment shall start from the date of issue of debarment order.

21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

**GST DETAILS & TAX COMPLIANCE CLAUSES RELATED TO GST
To be obtained on the letter head of the tenderer**

1. GST registration Number (15-digit GSTIN). _____
2. Separate GST registration number for each business in the same state.
3. State wise GST registration Number (having different business in different state).
4. Undertaking / indemnification (as per the format in Annexure-) for not liable for GST registration.
5. Declaration for composition scheme under GST indicating GST registration number (as per the format in annexure-)
6. HSN (Harmonized System of Nomenclature) code for good being supplied by vendor for each enquiry being floated each and every line item.
7. Service Accounting Code (SAC) of classification of Services under GST for each and every line item for which enquiry is being floated. : **SAC** - _____
8. GST@ 18% will be payable extra however if GST applicable (as per the bidder) is different than 18% for entire job/ for each and every line item of subject work, same shall mentioned below and submit along with Bid document.

| | |
|-------------|--|
| CGST | |
| SGST | |
| IGST | |

TAX COMPLIANCE CLAUSES RELATED TO GST

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.

6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GST Act provisions.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his/her 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/her own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge

by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.

19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

Signature and Seal of the tenderer

ANNEXURE – VIII

STATUTORY /MANDATORY CLAUSES RELATED TO HR

STANDARD TERMS AND CONDITIONS (HR Department)

PART- B

The Statutory / Mandatory Clauses pertaining to HR/Legal in respect Daily Rated Contract Labours (On Minimum Wages) to be incorporated in the NIT by the Execution Dept., before finalizing NIT/Awarding Contract.

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

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

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

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

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

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

In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.

4. The Contractor while quoting the rates must take into account the existing applicable Minimum Wages which is notified by the Government of India, Ministry of labour and Employment for Unskilled , Semi Skilled, Skilled Category workers who are going to be engaged by the contractor. The Contractors must ensure that the applicable rate of wages are quoted with the

applicable statutory overheads such as PF, ESIC, Bonus, VDA etc. and Statutory liabilities of the workers who are going to be engaged.

5. As Principal Employer, RCF shall reimburse all statutory increases including VDA under labour laws/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company. The Company will reimburse the statutory increase in Minimum Wages on the basis of actual payment made to the workers by the contractor.
6. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
9.
 - i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.
 - ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed.

A certified copy of monthly PF-ECR and monthly ESI contribution Copy from respective websites should be submitted monthly with Wage Register copy and NEFT statement of salary made to workers.
- i) The agency must have obtained the applicable Labour Licence from Labour Dept., (Appropriate Authority) for engaging workers and that of including Sub-Contractors also.

Sub-Contractors should not be engaged without the written permission of the Execution Dept., and the consent of HR Dept. This should be strictly followed.
10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
 - a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
 - b) Proforma of declaration/Undertaking

- c) Proforma of Declaration regarding Black listing /debaring for taking part in the Tender.
 - d) Proforma of details to be submitted while engagement/ entry level permission to HR.
 - e) The following documents are to be submitted:
 - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
 - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
 - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
 - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.
12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:
- Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contract workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure "E"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.
15. Weekly Off/Holiday:
- All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.
16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.

18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.
20. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.
21. The following actions are need to be followed by the Contractors.
 - a) Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.
 - b) The contractor should settle all their legal dues including Gratuity, if applicable and No Dues Certificate to be produced from the workers engaged.
 - c) New contractor before engaging any workers obtained an application for New Employment with their Successive Contractor/s and based on their job application request, the Agency on his letterhead, must give letter of engagement for a period ending. The contract is awarded with the clause that the engagement will stand termination on the date on which the contract is expiring. Such documents needs to be submitted to Principal Employer for record.
 - d) The Contractor must give Identity Card mentioning the date of engagement, date of birth etc. The same way, Successive Contractor also follow and issue the termination notice if complete superannuation and settle the dues at the end of the contract.

It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Principal Employer is not responsible for the same.
 - e) The contractor must take care that the new/existing workers engaged are not organized and all the benefits are extended timely and no non-compliances.
 - f) It is advised that the Successive Contractor should rotate the workers, so that at one particular location, the same workers are not continuously engaged to claim an employment subsequently.

- g) The Successive Contractor/s must pay the applicable rates of minimum wages timely and should have copy of contribution deposited with PF & ESI Authority and further ensured that the workers get annual slip of contribution.
- h) Contractor/s must appoint his own Supervisor to supervise the work and no instructions should take directly from the Principal Employer to the workers directly. Only the Supervisor give instructions to his workers.
- i) Execution Department has to monitor all the parameters and keep documents till the end of contract and preserved at least for minimum 8 years, so that whenever any investigation is done, we are ready with proper documents.

PART- C

GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT

1. LABOUR LICENCE

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

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

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

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

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

The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees Pension Scheme) as may be applicable and ESI Act as amended from

time to time. The Contractor should submit monthly challans of ESI & PF etc by filling details in the format available with the HR Dept.,

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

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

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

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

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

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

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

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

6. SUBMISSION OF DOCUMENTS TO HR DEPT.

A) BEFORE EXECUTION OF WORK

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

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

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

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

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

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

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

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

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

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

Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual

Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future.

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

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

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

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

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

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

- 07.** The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.
- During continuance of the Contract, the Contractor and his sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
 - The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.

- Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
- Some of the major laws applicable and the compliance is to be made are given below:
 1. Contract Labour (R&A) Act, 1970
 2. Employees State Insurance Act, 1948
 3. Employees Provident Fund & Misc.Provisions Act, 1952
 4. Minimum Wages Act, 1948
 5. Payment of Wages Act, 1936
 6. Maternity Benefit Act, 1961
 7. Employees Compensation Act, 1923
 8. Factories Act, 1948
 9. Payment of Bonus Act, 1965
 10. The Maharashtra Labour Welfare Fund Act, 1953
 11. Payment of Gratuity Act, 1972, etc.
 12. Professional Tax Act.

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

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

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

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

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

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

limit of Bonus. However, it does not include, the payment of variable DA and Special Allowance.

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

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

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

11.4 **WEEKLY OFF**

The workers must be given weekly off as admissible

11.5 **NATIONAL HOLIDAYS**

Three National Holidays :

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

These must be granted as paid holidays to all workers.

12. **HEALTH, SAFETY AND WELFARE**

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

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

13. **PROHIBITION OF CHILD LABOUR**

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

Person below the age of 18 should not be employed.

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

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

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

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

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

Main Contractor must clarify about the compliance of ESI & PF in respect of labours engaged by sub-contractors stating that the compliance will be made under the Code No., of Main Contractor/ respective sub-contractors alongwith the no.of workers engaged. Copies of ESI & PF Allotment letter issued by the Govt.authorities (Main contractor/sub-contractors, as applicable) are forwarded to HR Dept.

15. GENERAL TERMS

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

- g) All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j). Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contractors labour lies with the contractor himself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep indemnified RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. CONTRACTUAL OBLIGATIONS

- 16.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should show all his records/monthly returns to the HR Department to ensure strict compliance at proper time. If contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dept., may in its discretion cancel the contract.
- 16.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 16.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.

17. PRESERVATION OF REGISTERS/RECORDS

The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Execution Dept. must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans

etc. as referred in clause 6(C) in this Standard Terms and Condition for the retention period as per the policy to show as and when required to Investigation Agency.

18. RELEASE OF SECURITY DEPOSIT

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

19. CHARACTER VERIFICATION

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

The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.

20. SUPERVISION AT WORK SITE

The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such employees will have no claim against the Company whatsoever.

21. TERMINATION OF CONTRACT

RCF may terminate the contract any time on giving the Contractor a notice in writing as per terms of contract. If the Execution Dept., finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Execution Dept., shall be the sole judge. Upon termination, the Contractor shall only be entitled to be paid for the work actually performed upto the date of termination, as per the terms and conditions of the contract.

22. PENALTY CLAUSE

In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT / Work Order in addition to statutory compliance, the Execution Dept., on behalf of Company will deduct the appropriate amount as penalty out of the bills submitted by the contractor. The decision in this regard taken by the Company will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.

23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD

After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

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

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

26. **UNIFORM** The Contractor has to provide Uniform, rainy shoes and raincoat to his workmen engaged at RCF site. Contractor has to ensure that the workers wear their uniform while on job.

27. Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, RCF will not own any responsibility in this regard of whatsoever nature.

28. **REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS**

01. **Under Contract Labour (R&A) Act**

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

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

02. **Under Minimum Wages Act**

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

03. **Factories Act :**

Register of Adult workers – The register of adult workers shall be in Form 17. This register shall be written up afresh each year and shall be preserved for a period of twelve months.
Providing of Personal Protective equipments (PPE)
Maintenance of Overtime Register
Maintenance of Leave with Wages Register (Form 20).

04. **Employees state insurance Act 1948**

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

SPACIAL CONDITIONS RELATED TO STATUTORY COMPLAINE
INSTRUCTIONS FOR BIDDERS

1. Points related to compliance of statutory requirements:
 - a) Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
 - b) Contractor must pay minimum wages (Central), to all his/her labours whether regular or temporary. The payment shall be in electronic form only. As a proof of payment of minimum wages, contractor shall submit a statement of payment (ECS or NFT) of his/her labour to HR and Executive Dept. on quarterly basis.
 - c) A certificate of fitness in the Form No.6 shall be submitted by contractor for every contract labour (Regular or Temporary) at the entry level only once.
 - d) Entry permission to those contract labours shall not be issued in case of non-compliance of ESIC, PF, PVC and valid photo identity.
 - e) The violation of the statutory compliance shall be viewed seriously.

2. Penalty for late payment of Statutory Dues (i.e ESI, PF etc)
Statutory payment of contributions towards ESI & PF in respect of wages/salary of the Contract employees is required to be deducted and paid by 15th of the next month. Under these Acts, interests and damages as per provisions, to be levied, are as below :

1. Interest: Minimum 12% rate of interest for delay even for one day.
2. Regarding Damages : Rates being imposed are as below:
 - a. Delay one day to two months - 5%
 - b. Two months to four months - 10%
 - c. Four months to six months - 15%
 - d. More than six months -25% (limited to 100% of wages only)

The Government Departments i.e. u/s Employees Provident Fund & Employees State Insurance Corporation will take necessary actions in due course of time for delay payment of deposition.

Contractors has to pay the statutory dues in time i.e. 15th of next month and as an administrative measures to enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.

3. The contract labours engaged who are covered / registered under ESIC should carry E-Pehchan card while on duty on working days.
4. Contractor shall ensure that the payment of the workers engaged / deployed at RCF premises shall be made compulsory through ECS. In rare cases if ECS is not possible, the Contractor must ensure payment through Bank transaction through cheque and both ECS and the cheque payment should be effected on or before 7th of each month and should enclose the proof of payment along with the running bill to Accounts Department.
5. Security deposit shall be forfeited and contract shall be terminated in case if complaint against contractor is received against less wages or non- payment of minimum wages. All payments including advance to labour by the contractor should be through bank transaction only. Cash payment is strictly prohibited. In case, it is found that payment to workers is made in cash, this will be treated as default and such Act are liable for termination of contract also.

6. The contractor shall deposit PF & ESI contributions as per the applicable rates before due time as per the rates quoted and cover the workers as per the coverable salary limit.
7. The contractors running bills shall only be cleared if the bills are attached with a copy of ESI, PF & E-challan of earlier month of RCF site workers and subject to certification.
8. The contract workers or labours who are out of coverage of ESIC due to crossing of salary limit, it is the responsibility of the contractor to take separate Insurance policy of such workers. The contractor must ensure that the employees deployed who are not under ESIC Act are required to be covered under the Employees Compensation Act 1923 and become entitled for the benefits of the compensation **(related to this clause bidder shall have to submit the required and relevant documents)**.
9. Any statutory increase towards ESI, PF, Bonus during execution of contract period will be borne by the company if not included in the tender cost while quoting rates subject to documentary proof for reimbursement at actual till the period of contract. Such increase will be reimbursed after payment to the workers by the contractor and claim the amount as reimbursement.

HSE REQUIREMENT

A. Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.

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

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

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

I. General Instructions:

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

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

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

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.

- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

- a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.
- c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

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

V. General Safety Instructions:

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued-for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.

- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN BIS codes Information

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

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

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

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.

3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

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

C. Safety precautions during Radiography:

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

D. Safety precautions during shot blasting:

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

10. Ensure proper earthing to the short blasting Gun & Machine

E. Safety precautions during hydro jet cleaning:

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

F. Safety precautions while Online leak sealing jobs:

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

G. Safety precautions while Onsite Safety valve testing:

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

H. Safety precautions while using electrical appliances:

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

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

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

J. Safety precautions for Confined space job:

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

K. Safety precautions for working at fragile roof:

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.

6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

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

Penalty for violation of safety rules at work place:

Violations:

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

Disciplinary Actions:

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

For the first violation:

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

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

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

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

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

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

- Priyadarshini building, Township, Admin building etc., for Trombay Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for Thal Unit, he shall ensure that this default labour is

not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

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

| | | | | |
|----|--|------|------|-------|
| 15 | Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation) | 1000 | 1500 | 3000 |
| 16 | Improper hand tool or power tools (per incidence/ observation) | 1000 | 1500 | 3000 |
| 17 | Smoking at work place area. (per person) | 5000 | 7500 | 15000 |
| 18 | Found in intoxicated state (per person) | 5000 | 7500 | 15000 |
| 19 | Violation of Road Rules (per incidence/ observation) | 5000 | 7500 | 15000 |

| | Safety violations by Transport contractors | 1 st time violation (in a Calendar Year) | 2 nd time Violation (in a Calendar Year) | 3 rd 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/ observation) | 5000 | 7500 | 15000 |
| 8 | Any other deviation found as per checklist for Tankers (per incidence/ observation) | 500 | 750 | 1500 |

M. General Environment Protection:

1. The contractor shall strive hard to conserve energy & water wherever possible.
2. The contractor shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Contractor shall not use empty areas for dumping the wastes.
6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Contractor & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. Goods suppliers'/ Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the

sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

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

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

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

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

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

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

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

The Maharashtra Factories Rules

FORM 6 (See rule 18) Certificate of Fitness

1. Serial No. Serial No.
Date Date

2. Name I hereby certify that I have personally

3. Father's name..... Examined (name)

4. Sex

5. Residence.....son/daughter of

.....

6. Date of birth, if available and/or residing at certified age.

7. Physical fitness

8. Descriptive marks

who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained from my examination is years, and that he/she is fit for employment in factory as an adult child his/her descriptive marks are:

9. Reason for-

(1) refusal of certificate

or

(2) certificate being revoked

Left hand
Thumb
impression
Initials of Certifying Surgeon.

Left hand
Thumb
Impression
Certifying Surgeon.

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

Proposed Clause to be included in Tenders w.r.t. Vulnerability Atlas of India

Clause: Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
 - ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
 - iii) Area liable to floods and Probable max. surge height
 - iv) Thunderstorms history
 - v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
 - vi) Landslides incidences with Annual rainfall normal
 - vii) District wise Probable Max. Precipitation
-

Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 ('BOCW Act') and Buildings and Other Construction Workers Welfare Cess Act, 1996 ('Welfare Cess Act')

- Successful bidder shall be responsible to comply with the provisions of “Building & other construction workers (Regulation of Employment & Conditions of Services) Act and Rules”, “BOCW (RE & CS) Welfare Cess Rules”.
- Bidder must be registered under the “Building & other construction workers (Regulation of Employment & Conditions of Services) Act, 1996” or in case of non- registration; contractor shall obtain registration within one month of the award of the contract.
- Labor Cess /BOCW Cess shall be deducted at source, as per the rate in force from time to time, from bills of the contractor/supplier and remitted to the Labor Department of the concerned state, by the paying authority i.e RCF Ltd. **The rate of BOCW cess is decided by respective State Governments, which is 1% in the state of Maharashtra at present.**
- No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Company.
- Time allowed for submission of security deposit (as applicable), programme chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance — 21 days.

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

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

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

a) We have participated in Tender No/Bid No. **CC/O/TCM/C/2526/318** a Manufacturer / Trader of offered material

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

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

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

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

With regards,

Signature with company seal

Name :-

Company / Organization :-

Designation :-

E-mail Id :-

Tel no. / Mobile no :-

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

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

Explanation-

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

5. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
6. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. Certificate regarding compliance

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

Format of Certificate

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

VII. Validity of registration

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

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

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

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 Limited,
.....,
.....
.....

Dear Sirs,

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

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

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

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

4. We _____ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions

of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.

8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **RCF**.

9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,
For and on behalf of _____ . (bank)
Signature of Authorised Official of bank
Name of the Official:
Designation of the Official:
Name of Bank:
Branch:
Address of Branch:
Telephone / Mobile No :
Fax No:
Email Id

ANNEXURE – XV

| LIST OF APPROVED BAN'KS FOR BANK GUARANTEES | | | |
|---|--|---------|---------------------------|
| (As on 30.08.2021) | | | |
| A) Nationalised Banks | | 12 Nos. | |
| Sr.NO. | Name of Bank | | |
| 1 | Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank) | | |
| 2 | Bank of India | | |
| 3 | Bank of Maharashtra | | |
| 4 | Canara Bank (includes erstwhile Syndicate Bank) | | |
| 5 | Central Bank of India | | |
| 6 | Indian Bank include erstwhile Allahabad Bank | | |
| 7 | Indian Overseas Bank | | |
| 8 | Punjab & Sind Bank | | |
| 9 | Punjab National Bank (include erstwhile Oriental Bank of Commerce & Union Bank of India) | | |
| 10 | State Bank of India | | |
| 11 | UCO Bank | | |
| 12 | Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank) | | |
| B) Other Private Banks | | 17 Nos. | |
| Sr.NO. | Name of Bank | Sr.NO. | Name of Bank |
| 1 | Axis Bank Ltd. | 10 | Federal Bank Ltd. |
| 2 | Catholic Syrian Bank Ltd. | 11 | Jammu & Kashmir Bank Ltd. |
| 3 | City Union Bank Ltd. | 12 | Karnataka Bank Ltd. |
| 4 | HDFC Bank Ltd. | 13 | Karur Vysya Bank Ltd. |
| 5 | ICICI Bank Ltd. | 14 | YES Bank |
| 6 | IDBI Bank Ltd. | 15 | IDFC Bank |
| 7 | Kotak Mahindra Bank Ltd. | 16 | Indusind Bank Ltd |
| 8 | South Indian Bank Ltd. | 17 | RBL Bank Ltd |
| 9 | Tamilnad Merchantile Bank Ltd. | | |
| C) Foreign Banks | | 16 Nos. | |
| Sr.NO. | Name of Bank | | |
| 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 | | |

ANNEXURE – XVI

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

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

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued **NIT No CC/O/TCM/C/2526/318 dated 02.06.2026** inviting bids for **Renovation of contract cell & commercial dept. at ground floor A-wing in administration building and other allied areas in administration building in RCF estate at Chembur, Mumbai-400074.**

(Detailed requirement/Nature of Job to be mentioned along with period, in case of Annual Rate Contracts).

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

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

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

NOW, THEREFORE,

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

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

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

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

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

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

1. Commitments of RCF:

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

1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

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

3. Commitments of BIDDER:

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 “In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s).”
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/contract.

Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact.

Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.

- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

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

3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

4. Transgression Clause:

4.1 Transgression will mean instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities that a bidder or its personnel have been involved in.

Transgression for the purpose of the Integrity Pact shall mean and include any transgression that has occurred at any time within the past 3 (three) years reckoned from the submission of the bid.

It will also include transgression(s) for which cognizance was taken even before the said period of three years, but are pending conclusion.

4.2 Disclosure of Transgressions:

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

5. Sanctions for violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

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

5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

6. Independent Monitor:

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

1. Shri B Siddhartha Kumar
H. No. 3-7- 44, Plot No. 44,
Padma Nilayam, Street No.- 15,
A. G's Colony, Nalanda Nagar,
Attapur, Hyderabad – 500048
Email: bsiddharthak_66@rediffmail.com

2. Shri Lt. Gen Raman Dhawan,
Flat No. IE-402, AWHO Township,
Gurjinder Vihar, Pocket-5,
Sector-Chi 1, Greater Noida,
Dist. Gautam Budh Nagar,
Uttar Pradesh – 201315.
Email: romidhawan4@yahoo.com

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

*Signed or stamp of bidder by RCF
or Digitally signed by bidder
Date:*

3. Shri M. Akhaya,
Quarter No. A-14, VIP Colony,
Nayapalli, Bhubaneswar,
Odisha – 751015.

Email: akhaya61@gmail.com; m_akhaya@yahoo.co.in

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

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

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

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

- e. As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- f. Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- g. RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

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

13. Facilitation of Investigation:

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

14. Law and Place of Jurisdiction:

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

15. Other Legal Actions:

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

16. Validity:

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

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

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

*Signed or stamp of bidder
or Digitally signed by bidder
Date:*

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

PROCEDURE FOR AWARD OF PURCHASE OR SERVICE CONTRACTS THROUGH eREVERSE AUCTION (eRA)

The following shall be the general procedure for carrying out the process of procurement and award of purchase / service contracts through **eReverse Auction (eRA)** route. The procedure given hereunder may be changed/modified, from time to time due to operational, legal or other compliance requirements. The guidelines given below are to be read and understood carefully before submission and acceptance to the same in the attached prescribed **Process Compliance Form (Annexure - III)** along with the Technical and Un-priced Commercial Bid.

(A) General guidelines:

- 1) The bidders shall be, initially, required to submit their offers as mentioned above. The eRA process of finalization of award of a contract shall have **three stages**. In **Stage I** the technical scrutiny of PQ and other documents submitted will be done. In **Stage II** the BOQ of parties satisfying the PQ criteria and technically suitable as per RCF Ltd will be opened. In **Stage III**, eRA will be conducted and is the decisive stage for finalization of the tender as per NIT .
- 2) The Technical & Un-priced Commercial Bid shall also contain the “**Process Compliance Form**” (**Annexure - III**) duly signed by the bidder, confirming acceptance of all the terms for participating in the Reverse Auction. Non-acceptance / Non-submission of the “Process Compliance Form” shall be a basis for rejection of the offer and the tenderer will not be eligible to participate in the eRA.
- 3) The first part of the offer, Technical & Un-priced Commercial Bid, shall be opened on the due date and time as per the NIT.
- 4) After opening of the Technical & Un-priced Commercial bids, same shall be scrutinized for technical and commercial acceptability including the prequalification criteria (the existing pre-qualified contractors shall be exempt from these criteria during their validity period). The offers not fulfilling the techno-commercial conditions as per the NIT shall be rejected outright.
- 5) The offer, which are technically and commercially acceptable including prequalification criteria, shall be eligible for price bid opening and all such techno-commercially acceptable tenderers, shall be considered at par. The offers will be evaluated as per the evaluation procedure mentioned in the NIT.
- 6) After opening the price bids and arriving at the lowest evaluated cost to RCF, the tenderers whose price bids have been opened shall be required to participate in the eRA event conducted by the RCF's Service Provider.
- 7) The Lowest Evaluated Cost or Unit Rate obtained amongst the Price Bid opened in Stage II will generally be the **Opening Bid Price (OBP)** for eRA.

(B) General Terms and Conditions of eRA :

1. For the reverse auction, technically and commercially acceptable tenderers and whose price bids have been opened only shall be eligible to participate.
2. RCF will inform the tenderers in writing the details of service provider including contact details to enable them to contact and also to obtain any clarification / training on the modalities of eRA.

3. Present RCF's service provider's contact details are enclosed as **Annexure-B**
4. Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated by the service provider as advance intimation for participation in eRA process.
5. Tenderers have to enclose the duly signed & filled-in compliance form in the prescribed **Process Compliance Form (Annexure-I)** along with the Technical & un-priced commercial bid. Non-acceptance / Non-submission of the "Process Compliance Form" shall be a basis for rejection of the offer and such tenderer will not be eligible to participate in the eRA.
6. **It is mandatory for tenderer to have a valid digital signature certificate (Class-II or Class-III issued in the name of Company) issued by any of the valid Certifying Authority approved by Government of India for participation in the Reverse Auction event at the time of submission of offer. Further the tenderer shall ensure that said digital signature has enough future validity period to facilitate the tenderer to participate in the eRA. Accordingly, wherever, the validity is expiring, the tenderer shall take due care to get it extended before its expiry.** The cost of obtaining such digital signature shall be borne by respective tenderer. As valid digital signature is one of the pre-condition for participation in eRA event, if any tenderer does not have valid digital signature or the same has expired on the date of eRA event, he will not be eligible to participate in the eRA event.
7. E-reverse auction shall be normally conducted at evaluated cost unless otherwise mentioned clearly in Notice inviting Tender. RCF will provide the evaluation sheet (e.g.: EXCEL sheet) to each tenderer, wherever required, before the start of reverse auction to arrive at "Evaluated Cost to RCF" as detailed in NIT.
8. Reverse auction will be conducted on scheduled date & time as fixed by RCF's service provider, in consultation with RCF. The RCF's service provider will communicate the schedule to the eligible tenderers.
9. At the end of eRA, the evaluated cost of the lowest tenderer will be displayed on the auction website.
10. The lowest tenderer has to fax / e-mail the price confirmation of the final bid price through duly filled-in and signed/scanned **Format B – Price Confirmation Form (Annexure A)** to RCF immediately after closing of eRA event.
11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the eRA event.

(C) Business Rule for finalization of the tender under eRA :

1. It shall be the responsibility of the tenderer to be ready for eRA with all the requirements including valid digital signature.
2. Valid Digital Signature certificate is mandatory for login in to the eRA site and further participation in eRA.
3. The tenderer shall be assigned a **Unique User Name(Login ID), Password & Alias Name** by RCF'S SERVICE PROVIDER for each event. This will be communicated by email at the time of intimation of date and time of the event. Tenderers are advised to change the Password and edit

the information in the Registration Page after the receipt of initial Password from RCF'S SERVICE PROVIDER to ensure confidentiality.

4. All bids made from the Login ID given to tenderer will be deemed to have been made by them.
5. e-Reverse Auction (eRA) [ON-LINE BIDDING ON INTERNET] shall be conducted by RCF through it's duly appointed service provider, on pre-specified time & date. The tenderers shall have to log into the tender site and take part in eRA from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves.. In order to wardoff such contingent situation like internet connectivity failure, power failure etc., tenderers are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either RCF or RCF'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
6. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.
7. RCF'S SERVICE PROVIDER shall arrange to train and / or provide clarifications to the nominated person(s) of the tenderer, if required and if requested for, by the tenderer, without any cost, specifically for the tenderers who will participate 1st time in eRA. The training / clarifications can be obtained by the tenderers on followings:
 - (i) Methods to enter in the system of RCF's eRA through Internet by using Login Id, Password and Alias Name.
 - (ii) The significance of various text boxes displayed on the screen for bidding during eRA.
 - (iii) The methods and sequences of filling of Text boxes in the website and submitting the same.
 - (iv) The methods of entering the decreasing price bids.

Service provider shall explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT. The tenderer has to approach for such training and for such clarifications, if any to service provider well in advance. The declared events will not be postponed for this.

8. The tenderer will be able to view the following on the Auction site screen along with the necessary fields in the Reverse Auction:
 - a. Auction date
 - b. Start time
 - c. Duration of the Event
 - d. Auto Auction Extension clause / rule
 - e. Balance Time Available in minutes
 - f. Opening Bid Price
 - g. Decrement Value.
 - h. Leading Bid in the Auction (Current Lowest Bid Price)
 - i. Bids placed during the event

9. **BID PRICE:** The Tenderer has to quote the Evaluated Cost to RCF for the items specified. Any techno-commercial loading, to arrive at the Evaluated Cost to RCF, shall be intimated to tenderers prior to eRA event in the form of Evaluation sheet. The detailed evaluation procedure of bids is mentioned in the NIT.
10. **e-Reverse Auction:** RCF will declare its **Opening Bid Price (OBP)**, which shall be displayed to all tenderers during the start of the Reverse Auction. The tenderer will be required to start bidding after announcement of Opening Price and decrement amount. OBP displayed on screen is the Evaluated Cost to RCF. The offered bid price shall be a price lower than start bid price or the leading bid price (current lowest price when auction is on) by one decrement value or multiples of the decrement value. The process shall be repeated till the end of the auction. Any bid offer is made with reduction other than in one decrement value or multiples of the decrement value, will be treated as invalid bid and will be rejected in the eRA.(For example : Say OBP is Rs 100000, decrement value is Rs 100 or multiple of Rs 100, then 99900, 99200, 89000,88900 etc are examples of valid bid, whereas 99850, 99225, 89123 etc are examples of invalid bids).
11. Reverse Auction shall be for a period of 60 minutes or as per RCF's requirement. If a tenderer places a bid in the last **5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the duration of the auction shall get extended automatically for another **5 minutes**, from the time that bid comes in and such auto-extension will be continued till the bid is received & accepted in such extended **5 minutes**. If the bid does not get accepted in last 5 minutes, the auto-extension will not take place. In case, there is no bid in the last **5 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the last five minutes/auto extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. which ultimately leads to non acceptance of such offer.**
12. **The bidding of the prices on-line in eRA shall be carried out with utmost care by the tenderers.**
13. Bids once made by tenderer, cannot be cancelled or withdrawn or modified.
14. After the completion of eRA, the **Closing / Final Bid Price (CBP)** shall be available on auction screen.
15. At the end of the Reverse Auction, L1 tenderer (i.e. tenderer who has quoted lowest final closing bid price in the eRA event) has to provide price confirmation giving a detailed break up through email or fax on tenderer's letterhead (physical/scanned) immediately as per attached prescribed **FORMAT B – Price Confirmation Form (Annexure A)**. In case the tender involved bidding for total evaluated cost for more than one item, the percentage reduction received in eRA Final Bid Price shall be applied equally to all the items included in the total evaluated cost.
16. During Reverse Auction, if no bid is received within the specified time, RCF, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Price Bid received and opened in Stage-II, after negotiation or without negotiation, with L1 bidder at the Stage II or re-float the tender.
17. Placement of order on the conclusion of Reverse Auction shall be at the discretion of RCF. The bidders are to note that lowest Bid Price obtained on the conclusion of the eRA may not be the only criteria for awarding a contract.

18. RCF may, at its sole discretion, cancel the eRA event or the tender itself, before, during or after the eRA event.
19. RCF reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at RCF's sole discretion.
20. A repeat eRA will not be conducted, unless the tender is refloated except as indicated in para 16 above.
21. RCF's decision for award of Contract shall be final and binding on all the tenderers.
- 22. Any other form of submission of revision in price, on his own by the tenderer before, during or after eRA shall be invalid.**

(D) Other terms & conditions of eRA :

1. The tenderer shall not indulge either by himself or through any of his representatives in Price manipulation of any kind either directly or indirectly and shall not divulge, in any manner, the details of rates and other information connected with the tender to other suppliers / tenderers.
2. The tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.
3. RCF and/or RCF'S SERVICE PROVIDER shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.
4. RCF and/or RCF'S SERVICE PROVIDER is/are not responsible for any damages, including damages that result from, but are not limited to negligence.
5. RCF and/or RCF'S SERVICE PROVIDER will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

FORMAT – B

Final Price Confirmation Form

(To be submitted after e-reverse auction)

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

To
M/s. RCF Ltd.
Trombay Unit

Kind Attention:

Sub: Final price quoted during Reverse Auction.

Ref: RCF NIT No:
Reverse Auction date:

Dear Sir,

We confirm that we have quoted the (FBP) Final Bid Price to RCF of
..... (in figures)

..... (in words)

(Price quoted on the basis of percentage applicable on the schedule of rates attached with the tender document) as our final price excluding/including GST but including all other applicable duties (if applicable) during the eReverse-Auction conducted with reference to above NIT and date of eRA.

Thanking you,

Yours Faithfully,

Signature with Company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

E-mail Id

Tel no.:

Mobile no:

(Sign this document scan and email at vrushali@rcfltd.com)

CONTACT INFORMATION

| <p>RCF'S SERVICE PROVIDER M/s e-Procurement Technologies Limited (FOR e-REVERSE AUCTION ONLY)</p> | <p>Rashtriya Chemicals and Fertilizers Limited, Mumbai</p> |
|--|---|
| <p>Contact Person: Pradip Parmar Ph No: +91-79-68136833/54/48/49/50 Mobile no: +91-93286 57215</p> <p>Contact Person: Satya Narayan Behera Ph No: +91-79-68136833/54/48/49/50 Mobile no : 90040 14223</p> <p>Contact Person: Pankesh Kumar Ph No: +91-79-68136833/54/48/49/50 Mobile No: +91 9374519729</p> <p>Contact Person: Paresh Sevak Ph No: +91-79-68136833/54/48/49/50</p> <p>Contact Person: Apurva Dadhich Ph No: +91-79-68136833/54/48/49/5</p> | <p>1. Mrs. S. H. Gaikwad Chief Manager (Civil) Tel: 022 – 2552 2727 e-mail: shgaikwad@rcfltd.com</p> <p>2. Mr. V. C. Pimpale Manager (Civil) Tel: 022 – 2552 2715 e-mail: vrushali@rcfltd.com</p> |

BANK GUARANTEE FOR VENDOR REGISTRATION DEPOSIT

(To be submitted on Rs.500/- (five hundred) non judicial stamp paper by the Issuing Bank)

Bank Guarantee No: ----- Dated: -----

To,

**M/s Rashtriya Chemicals and Fertilizers Ltd,
Administration Building, Duleep Singh Marg,
Mahul, Chembur, Mumbai 400 071**

Madam / Sir,

1. **WHEREAS** M/s Rashtriya Chemicals and Fertilizers Limited, a Company incorporated under the Companies Act and having its registered office at “Priyadarshini”, Eastern Express Highway, Sion, Mumbai – 400 022 (hereinafter called “RCF” which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees) has agreed to the registration of M/s _____ a Company incorporated in _____ having its registered office at _____ (hereinafter called “VENDOR”) as an approved Vendor for supply of materials/services.
2. **AND WHEREAS** the terms and conditions of the Vendor Registration provide inter-alia, that a **Security Deposit / Bank Guarantee** for an amount of Rs. _____/- (Rupees _____ Lakhs only) shall be submitted to RCF by the VENDOR for the due fulfillment of the terms and conditions of the Vendor Registration.
3. **AND WHEREAS** the VENDOR is required to furnish this Bank Guarantee valid for a period of **5 (Five) Years** from the date of issue.
4. **We,** _____ (Bank), a Banking Company incorporated under Banking Regulation Act, having its registered office at _____ (hereinafter called **BANK**) at the request of the VENDOR, do hereby undertake to pay to RCF an amount not exceeding ₹ _____/- (Rupees _____ Lakhs only) against any loss or damage caused to or suffered or would be caused to or suffered by RCF by reason of any breach by the said VENDOR of any of the terms and conditions contained in the said Vendor

Registration or by reason of the VENDOR's failure to perform their obligations under the Registration agreement or under the Contracts as entered via Bidding process or otherwise.

5. **The BANK** declares that it is holding the amount of Rs. _____/- (Rupees _____ Lakhs only) at RCF's disposal and hereby promises and shall be bound to pay to RCF, forthwith and without demur, on a mere demand made in writing by RCF, stating that the VENDOR has failed to fulfil the conditions of the Vendor Registration.

6. **This Guarantee** shall be valid for a period of **5 (Five) Years**, that is up to _____ [Date 5 years from issue] or any further extended date of the Bank Guarantee.

7. **We**, _____ (bank) undertake to pay RCF the money so demanded forthwith, notwithstanding any dispute(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal.

8. **The payment** so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that RCF shall have no claim whatsoever against us for making such payment.

9. **The claim** if any, under this Guarantee, shall be lodged at (bank-branch and address) -----
-----.

10. **The BANK** hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to **Chief General Manager (Finance), Rashtriya Chemicals and Fertilizers Limited Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.**

11. **This Guarantee** shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by RCF for all or any part of the moneys herein mentioned.

12. **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.

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:

SPECIAL CONDITIONS

Annexure - I

SPECIAL CONDITIONS-1

The entire work shall have to be executed in all respects in professional manner by following the standards, procedures applicable to such type of the work in exhaustive manner & shall include to that extent to fulfill the performance of the contract in all aspects & manners.

1. The successful contractor is required to appoint architect for this work. The payment for architect for consultancy charges, taxes or any other account are to be added in the quoted percentage in tender, no separate payment will be made.
2. Contractor shall take all the precautionary measures & care of the existing structures, pipelines, Electrical cables, Optic Fibre cables, existing service lines while execution of the job in all stages of work. Also the contractor shall take all the necessary care during the execution of work.
3. The contractor shall engage the experienced supervisor staff to supervise the work in consultation of RCF's Engineer.
4. The detail description of items should be followed as per MCGM for Building Work 2023 or as directed by Architect.
5. The contractor shall maintain material challan for the entire work and shall be submitted with RA bills and final bill.
6. Before final bill the entire site space shall be kept in tip top condition as directed by Engineer.

**CM (Civil)
For & on behalf of RCF Ltd.**

Special Condition-2

RCF Approved Material list

| Sr. No. | Category | Sub Category | Brand Name |
|---------|-----------------|---|---|
| 1 | Cement | OPC 43/53 Grade(ISI marked) | Ambuja Cement, L & T, ACC, Birla, J.K., Ultratech, Binani |
| 2 | Cement | White Cement | Ultratech, ACC, Birla ,J.K. |
| 3 | Steel | Structural Steel | Tata, Sail, JSW |
| 4 | Steel | HYSD Bars | Tata, Sail, JSW |
| 5 | Steel | M.S. Pipe, Tubes, Bar, Flats, Angle, Tee Sections | Tata, Sail, JSW |
| 6 | Wood Work | Flush Door Shutter, Waterproof Ply, Commercial Ply | Anchor, Century, Kit ply, Green ply |
| 7 | Wood Work | Veneer | Green ply, Durian, Century |
| 8 | Wood Work | Laminate | Greenlam, Century, Sunmica |
| 9 | Wood Work | Door Lock | Godrej |
| 10 | Wood Work | Door closer, Floor Spring | Everite. Hyper |
| 11 | Wood Work | Mirror | Saint Globain, Modiguard |
| 12 | Flooring work | Vitrified Ceramic Tiles, Glazed Ceramic Tiles | Nitco, Kajaria, H R Johnson |
| 13 | Finishing Works | Paints, Primer, Putty | Asian Paints, ICI Dulux, Berger, Nerolac |
| 14 | Sanitary ware | Vitreous China Sanitaryware, Flushing Cisterns, Orrisa or European water closet, Washbasins, Urinals etc. | Parryware, Hindware, Cera |
| 15 | Sanitary ware | C.P fittings & Bathroom accessories | Jaquar, Parryware, Hindware, Cera, Plumber, Prayag |
| 16 | Sanitary ware | Stainless Steel Sink | Nirali, Jaquar |
| 17 | Sanitary ware | SWR Pipe & Fittings | supreme, finolex, prince, Astral |
| 18 | Sanitary ware | CPVC, UPVC pipes/fittings | supreme, finolex, prince, Astral |
| 19 | Sanitary ware | PVC Flush Tanks | Commander, Parryware, Prayag, Jaquar, Hindware, Cera |

| | | | |
|----|-------------------------------------|------------------------|--|
| 20 | Sanitary ware | Ballcocks | Prayag |
| 21 | Sanitary ware | G.I. Pipes / M.S. Pipe | Tata, Jindal, Zenith |
| 22 | Sanitary ware | G.I. fittings | Unik, Unco, R Brand |
| 23 | Aluminum Work | Aluminium Sections | Jindal, Indal |
| 24 | Water Proofing & Structural repairs | Construction Chemicals | BASF, MC-Bauchemie, Sika, Sunanda Specialty Coatings, Pidilite, Fosroc, Krishna Conchem Products Pvt. Ltd. |
| 25 | Water Tanks | HDPE | Sintex, Infra |
| 26 | False ceiling | Grid work | Armstrong |
| 27 | False ceiling | Gypsum | India Gypsum, Gyproc |

IMP NOTES :

1. All the detail specifications of **BMC FMRS 2023** are to be followed if not mentioned in the BOQ.
2. Material shall be used as per above RCF approved brand list. If the category of Material is not mentioned in the above RCF approved brand list, contractor has to follow material list mentioned in MCGM schedule 2023.