



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

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

Maharashtra, INDIA

Phone: 00 91 22 2552 2458 / 2063

NOTICE INVITING TENDER FOR- Installation of additional Ventury Scrubber HE-606 in Reaction section of Suphala plant.

TENDER NO.: ET - MES/207/L/1718/323

DATED: March 29, 2018

Important Dates

Last Date & Time of Submission of e-Tender : 05.04.2018 up to 10.00 Hrs.

Date & Time of Opening of e-Tenders : 05.04.2018 at 12.30 Hrs.

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

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

Contacts:

- 1) RCF Helpline Number: 022-25522760 (10.00 a.m. to 5.00 p.m.)
- 2) Mr. Sujit Jadhav (Tel:+91 22 2552 2063), E-Mail: sjjadhav@rcfltd.com
- 3) Mr. Madhur Tiwari (Tel:+91 22 2552 2458), E-Mail: mtiwari@rcfltd.com
- 4) Mr. Pratik Nikam (Tel:+91 22 2552 2458), E-Mail: phnikam@rcfltd.com

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN OUR WEB SITE www.rcfltd.com IN FUTURE.

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

RCF RESERVES THE RIGHT TO REJECT OUTRIGHT ANY BID NOT COMPLYING WITH THIS INSTRUCTION, AND MAY NOT DO ANY FURTHER CORRESPONDENCE TO SEEK CLARIFICATIONS/DOCUMENTS RELATED TO PRE-QUALIFICATION/CREDENTIALS & ELIGIBILITY CRITERIA.

KINDLY NOTE THAT PARTIES SHOULD BE REGISTERED WITH PF/ESIC FOR CARRYING OUT JOB INSIDE RCF FACTORY. THE PARTIES WHICH ARE NOT COMPLYING THE SAME, THEIR OFFER WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR BIDDERS

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

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

1.02 **Payment Terms:** After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to MES dept along with all necessary documents.

In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to MES Dept and 100% payment shall be released on 30th day from the date of resubmission of Corrected invoice to MES Dept. **Please note that RCF will not accept any payment term deviation in your offer (BOQ) an Evaluation of your offer shall be done considering 30 days payment term only.**

Advance payment term is not acceptable and will lead to rejection of offer.

1.03 **PENALTY TO VENDOR FOR LATE SUBMISSION OF 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, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

1.04 **Bid Validity:** The bid should be valid for a period of **120 days** from the date of opening of the tender. **Offers with less bid validity shall be rejected outright.**

1.05 RCF Ltd reserves the right to accept or reject any or all tenders in full or in part without assigning any reason.

1.06 **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 documents can be downloaded from our website www.rcfltd.com or website of CPPP www.eprocure.gov.in. Online Bids are to be submitted on website www.eprocure.gov.in.

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer [bidder's manual kit](#) available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Center (022-2552 2760) for registration and bid submission procedures.

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. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.**

The bids shall be uploaded in **SINGLE BID SYSTEM** in electronic form only through e-tendering system on www.eprocure.gov.in website.

BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details shall results into rejection of your offer and no communication shall be done for submission of documents.

1. PART-I : TECHNO-COMMERCIAL BID :

Packet:	1	Digitally Signed copy of "Process compliance statement" (Annexure-I) printed on bidder's letter head with duly signed by appropriate authority.
Packet:	2	Digitally Signed copy of "Technical Bid" (Annexure-II).
Packet:	3	Digitally Signed copy of "HSE Requirement" (Annexure-III).
Packet:	4	Digitally Signed copy of "Commercial Terms & Conditions" (Annexure-IV).
Packet:	5	Scanned copy of "Credentials & Eligibility Criteria" with complete information as required by RCF (Annexure-V).
Packet:	6	Scanned copy of PAN NO., GSTN No, ESIC & PF Certificates as per Credentials & Eligibility Criteria (Annexure-V)
Packet:	7	Scanned copy of "Turnover certificate" as per Credentials & Eligibility Criteria (Annexure-V)
Packet:	8	Scanned copy of "PO/WO and related document copy " as per Credentials & Eligibility Criteria (Annexure-V)
Packet:	9	Terms and Conditions related to GST & Tax Compliance Clauses (Annexure-VI).
Packet:	10	Terms and Conditions related to Procedure for action against an Agency and Statutory / Mandatory Clauses. (Annexure-VII A, VII B).
Packet:	11	Scanned copy of dully filled Vendor Updation Form (Annexure-IX)

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

RCF RESERVES THE RIGHT TO REJECT OUTRIGHT ANY BID NOT COMPLYING WITH THIS INSTRUCTION, AND MAY NOT DO ANY FURTHER CORRESPONDENCE TO SEEK CLARIFICATIONS/DOCUMENTS RELATED TO PRE-QUALIFICATION/CREDENTIALS & ELIGIBILITY CRITERIA.

1. PART-II: PRICED 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)

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

Please read following instructions before submission of BOQ sheet.

Please note that e-procurement system accepts **Microsoft Excel 97-2003 format only**, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.

- a) You are requested to submit your offer on FOR RCF Trombay Unit basis & for payment term 30 days credit as per NIT. Blank fields/cells in BOQ sheets will be treated as 'Included in basic rate' of material.
 - b) Kindly fill data in fields of 'BOQ Sheet' as per following Instruction only:
 - Bidders Name: Kindly put complete name of bidding firm/company
 - Basic Price: Kindly put the 'Basic rate per unit' e.g. Rs. 500 per l tem in white cell in front of each item you want to quote.
 - c) Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope.
 - d) For any queries and help please contact RCF Helpdesk **Number-022-25522760** or contacts given on first page of Tender documents.
2. **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contractual delivery period shall be to RCF's account & beyond contractual delivery period, upward variation shall be to Vendor's account.

3. CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

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

5 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 plus VAT/GST 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 plus VAT/GST per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

6 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 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 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.

Process Compliance Form

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-1 of Part-I bid)

To

M/s. RCF Ltd.

Attention:

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

Dear Sir,

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

We hereby confirm the following –

- 1) The undersigned is the 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.
- 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 e-Procurement portal of CPPP as displayed under Help for Contractors.
- 8) We accept the Integrity Pact as given in the tender document (if applicable).
- 9) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 10) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail I d:

Tel no:

Mobile no:

TECHNICAL BID

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical bid (Packet 2) in e-Tender)

SCOPE OF WORK

JOB: Installation of additional Ventury Scrubber HE-606 in Reaction section of Suphala plant.

In reaction section, reaction fumes generated from reactors i.e. NO_x and Ammonical fumes are scrubbed in various scrubbers i.e. pre-scrubbers, ventury scrubber, cyclonic scrubber and finally floating ball scrubber before being dispersed in atmosphere through fume stack. To strengthen the existing scrubbing system further, one no. of new ventury scrubber HE-606 is to be installed in location of HE-605 scrubber for more effective scrubbing. Reaction fumes of DC-202 reactor will be scrubbed first in new ventury scrubber before going to downward scrubbers. Hence, HE-605 scrubber is to be replaced by new ventury scrubber HE-606. Accordingly, connecting SS ducts are to be fabricated and erected. **Complete installation job of additional Ventury Scrubber HE-606 shall be done during plant shutdown/running of the plant on round the clock basis including Sundays & holidays.**

Details of the Ventury scrubber HE-606 is as follows:-

Material of Construction	: FRB	Diameter	: 1.3 meters
Total height	: 6.0 meters	Weight	: 4 MT (approx.)

Job details:-

- Removal of HE-605 scrubber (Ø 2.2 meters, Height 5.0 meters, MOC: FRB, Weight 2 MT approx.)
- Removal of connecting ducts of HE-605 scrubber
- Erection of structural platform for new Ventury scrubber HE-606
- Installation of complete new Ventury scrubber HE-606
- Fabrication & erection of connecting ducts of Ventury scrubber HE-606/ HE-604 scrubber

RCF Scope:

1. New Ventury scrubber HE-606, Gaskets, Fasteners, SS 304 ducts, Structural steel, Argon cylinder, Epoxy paint etc.
2. RCF will provide crane for removal/ erection of HE-606 scrubber installation job.
3. Civil job required for foundation repair is in RCF's scope.
4. Water, Electricity and compressed air at 5 Kg/cm² at available points only.

The Contractor's scope:-

The contractor shall carry out these jobs as per following scope of work:-

1. The contractor shall shift the required materials i.e. new ventury scrubber HE-606, SS ducts, structural steel etc. from plant stores/ expansion yard to plant site. Contractor shall arrange trailer/ truck for the same.
2. After getting clearance from RCF engineer, provide slip plates at inlet and outlet ducting of HE-605 scrubber. Remove at flange joints.
3. Remove gas inlet/ outlet connecting ducts of HE-605 scrubber (Ø 500 mm, MOC: FRB/ SS), Ø 3"/ Ø 4" scrubbing water inlet/ outlet lines, adjacent SS/ CPVC pipelines etc. Remove structural platform around the scrubber for easy removal of HE-605 scrubber.
4. Outlet duct (Ø 1000 mm, MOC: FRB) of HE-607/608 scrubber is routed just above the existing HE-605 scrubber. Hence, HE-605 scrubber is to be shifted south side before up-lifting by crane. Extra care shall be taken during removal job of HE-605 scrubber.
5. Remove HE-605 scrubber by using crane and shift it to the ground floor.
6. Fabricate and erect 04 nos. of new vertical structural supports for new ventury scrubber HE-606 by I SMB 200/ I SMC 150. Bottom part of ventury scrubber will be supported by 08 nos. of M-20 holding bolts.
7. Ventury scrubber is supplied in three parts i.e. upper part, ventury throat & bottom part. All these parts are to be assembled by bolting at their flange joints.
8. After erection of vertical structural supports, erect complete ventury scrubber HE-606 above the supports and tighten the holding bolts. Orientation of ventury scrubber's gas outlet shall be as per instruction of RCF engineer.
9. Fabricate and erect working platform around the nozzles of upper part of ventury scrubber. Apply one coat of primer and two coats of epoxy paint to the fabricated structural components after proper surface preparation.
10. Fabricate and erect gas inlet/ outlet duct by Ø 1000 mm SS304 duct for HE-606 ventury scrubber. Weld joints of

SS ducting shall be done by TIG welding only. Inlet gas duct shall be connected to HE-602 scrubber outlet duct and outlet duct shall be connected to HE-607/608 scrubber at bottom part. FRB flange joint at scrubbers will be done by RCF, however SS ducting shall be fabricated and erected by the contractor.

11. Fabricate and erect gas inlet/ outlet duct by Ø 500 mm SS304 duct for HE-604 scrubber as per instruction of RCF Engineer.
12. Hook-up of inlet and outlet ducts shall be done during plant shutdown. Hence, contractor has to complete the hook-up job in minimum time working on round the clock basis.
13. Scrubbing water lines of new ventury scrubber will be provided by RCF, however contractor has to provide structural supports to these CPVC lines.
14. Adjacent pipelines removed during erection shall be re-installed in position by fabricating these pipelines.
15. The contractor shall ensure that there is no damage of adjacent pipelines, tanks, structures, other equipment etc. during removal/ erection work of ventury scrubber. If any damage is occurred, same shall be repaired without any extra charges by the contractor.
16. Shift old scrubber, old duct/ structural steel to Expansion Yard after weighing at RCF weigh-bridge. Contractor shall arrange trailer for shifting of scrap materials to expansion yard.

Quantum of Job & Mode of Quotation: (Taxes & duties are to be indicated separately)

Sr. No.	Job Description	Qty.
1.	Installation of additional Ventury Scrubber HE-606 in Reaction section	01 Time
2.	Dismantling/ Fabrication and erection of connecting SS duct	
2.(a)	Fabrication of SS 304 ducting Ø 500 mm	30 Joints
2.(b)	Fabrication of SS 304 ducting Ø 1000 mm	20 Joints
2.(c)	Erection of SS 304 ducting Ø 500 mm	30 Meters
2.(d)	Erection of SS 304 ducting Ø 1000 mm	30 Meters
2.(e)	Dismantling of existing FRB/ SS ducting	2500 Inch Ø meter
3.	Dismantling/ Fabrication and Erection of structural platform	
3.(a)	Fabrication & Erection of complete Structural platform	10 MT
3.(b)	Installation of G.I. Grating	20 M ²
3.(c)	Dismantling of Old structure	05 MT

(Sr. No. 1 job includes removal of old HE-605 scrubber and installation of new ventury scrubber HE-606)

Time Schedule: As mentioned below against each job. However it is excluding mobilization time as well as delays incurred from RCF side. As these jobs are to be done during plant shutdown/ running of the plant, therefore contractor has to carry out the job on round the clock basis including Sundays and Holidays.

- Installation of additional Ventury Scrubber HE-606 in Reaction section: 10 days

Mobilization period: Time is the essence of contract. The contractor shall mobilize resources within maximum 02 days after telephonic/email communication by RCFL.

General Terms & Conditions:

1. The contractor shall see & understand the jobs thoroughly at site before submitting their quotation. These jobs are of maintenance nature,
2. The contractor shall bring required materials from RCF Central Store/ Workshop to plant site. Shift to old materials/ scrap to expansion yard/ plant store. The contractor shall arrange truck/ trailer for the same.
3. The contractor shall bring scaffolding materials, certified lifting tools and tackles, welding generators & accessories etc., DP Kits and sufficient skilled manpower to complete the job safely without undue delay.
4. Consumables like welding electrodes, oxygen gas, acetylene gas, grinding wheels, hacksaw blades, wire brushes etc. are in the contractor's scope. Only Advani Orlikon, ESAB, D&H Secheron, L&T make suitable welding electrodes/ filler wires are to be used.
5. The contractor shall bring extension board with sufficient length of cable having three pin plug tops for electrical connection for grinders/ portable welding machines.
6. Tubular scaffolding required is in the contractor's scope.

Health, Safety & Environment Compliance:

1. Contractor shall follow HSE obligations as per attached **Annexure**.

Note:

1. Work order shall be placed on **overall lowest tender basis on single contractor only**.
2. Quantity mentioned is indicative only & cannot be guaranteed. Payment shall be done for actual job done as certified by RCF Engineer.
3. The contractor shall deploy competent supervisor & skilled manpower including supervisor in sufficient quantity for the job.
4. The contractor shall mobilize their workmen groups with tools & tackles maximum within (02) two days to the plant site after getting telephonic intimation.
5. Handing over of job for replacement and final commissioning of the equipment after job completion may take some time. No extra charges for that shall be paid for idle manpower.
6. Measurement sheet of job done will be signed by RCF Engineer only after complete housekeeping of work area within one week of job completion.
7. **Police verification clause:** It is mandatory that character & antecedent's verification must be made of each & every contract labour prior to giving permission to enter inside RCF factory premises. Contractor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A one-time 15-day temporary permission can be granted on the basis of submission of a copy of on-line.

Validity: Three months

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

SIGNATURE WITH STAMP
(On all Pages)

HSE REQUIREMENT**HEALTH, SAFETY & ENVIRONMENT ATTACHEMENT****SAFETY INSTRUCTIONS TO FOLLOW HSE (HEALTH, SAFETY AND ENVIRONMENT) SYSTEM & REGULATIONS**

All the contractors/ suppliers/ Transporters shall follow and comply the following Safety instructions for safe execution of the allotted jobs. These instructions are issued in addition to the HSE_PVC requirements which are mandatory for all contractual jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site.

General Security Instructions:

1. Contractor shall arrange necessary Gate Entry Passes in advance with all security formalities.
2. Contractor workmen will follow the safety rules and regulations prevailing at RCF from time to time.

Training:

1. One hour training on work place safety shall be mandatory to each new contractor employee at Suraksha Bhavan prior to commencement of work.
2. Gate passes of all contractor employees shall be endorsed as "Safety trained employees".
3. On the job trainings / pep talks shall be imparted daily before starting the job.

General Safety Instructions:

1. Contractor shall not carry out any work without valid Work Permit issued to him. All the conditions of the permit shall be understood & complied by him
2. Work Permit shall be always available with contractor's supervisor at worksite
3. Contractor shall arrange adequate supervisors. No job shall be carried out without supervision
4. PEP talk shall be given to the entire contractor worker including Supervisors daily before commencement of the job regarding Safety instructions of the job.
5. All hot jobs, height jobs, confine space jobs etc. shall be carried out only after authorization of valid permits.
6. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordon off. Nearby area shall be kept clean and away from any combustible material to avoid fire incidents.
7. All the conditions/ instructions mentioned in the permit shall be strictly adhered to the Safety work permits for each hot, confined space, height job & other jobs taken by Plants & Services is must. Safety instructions written on it shall also be strictly followed at site by contractor employees.
8. Job at height shall be done only after erection of tubular scaffolding, access ladder and working platform as per BIS. The scaffolding shall be designed to withstand 4 times the intended load and be erected by trained workers under the supervision responsible supervisor.
9. Confined space jobs shall be allowed only after display of Safe Entry Permit duly signed by all the concerned officials and subsequently Class-I Safety Permit. All these permits shall be accompanied by Attendance Register of the employees working inside the confined space with a person stationed near man hole for continuous supervision and coordination.
10. For Slag blasting jobs, contractor shall follow and comply the requirements mentioned in Schedule VII I (5) of the Maharashtra Factories Rules 1963 for Provision of protective helmets, gauntlets and overalls.
11. In case of any deviations/ change in work condition, the same shall be informed to plant in charge.
12. All the tools & tackles and other equipments being used by the contractor shall be in good condition, tested and certified by competent agency. The contractor shall always possess those certificates and submit the copies to RCF officials.
13. For every critical job, Job Safety Analysis (JSAs) shall be made separately. Contractor representative will be part of JSA & training shall be imparted to the workmen by RCF.
14. Contractor shall ensure that all the electrical appliances/ equipments such as welding machine, electrical grinder etc. shall be in good working condition and the same shall have valid test certificate/ approval.
15. Contractor shall seek temporary electrical connections through RCF Electrical department only.
16. All extension boards used for giving temporary connection should have ELCB / RCCB of appropriate rating on the incoming side. The boards shall be checked by RCF officials.
17. For any temporary connection, the cable should be laid at a height where no person can touch it with hands and it does not create obstacle for moving vehicles.
18. The cable used for temporary connection should be preferably without joints.
19. Temporary electrical connection to 1 phase / 3 phase equipments should be provided with double earthing. Do not use short cut method for earthing (structure earthing).
20. If any equipment to which temporary connection is given is to be moved, always ensure that the equipment is in de-energised state.
21. Gas cylinders should be securely kept in vertical position with rigid support and it should be chained to prevent any accidental fall. Gas cylinders should be stored in a shed.
22. Contractor shall ensure that Welding machines, oxygen and acetylene cylinders etc. shall not be kept/ stored in a place where other combustible materials were stored.
23. The torch and gas cylinders must be fitted with flash back arrestors. Cylinders should have double pressure gauges as per statutory requirements.
24. Contractor will ensure and maintain housekeeping at work place. Scrap materials will be returned to scrap yard as per the instructions of RCF officials.
25. Fire Extinguishers, water hose/ water drums shall always be kept at construction/ fabrication site.
26. Contractor workers shall possess basic knowledge of the use of fire hydrants, extinguishers & emergency communication requirement & follow emergency plan of company during emergencies or any incidence.
27. Contractor shall be made aware of emergency contact nos. and possess List of emergency phone nos. like fire / first aid / safety and plant OM / DGM, Control Room shall be
28. Contractors whose Safety Records are 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 authority.
29. Contractor shall provide appropriate PPEs (Personnel Protective Equipment's) to all workers such as safety shoes, safety helmet, safety goggle, double lanyard full body harness, dust masks, ear plugs, face shields & other necessary PPEs as per BIS mentioned below, (PPEs mentioned shall be used as per job requirement: but Safety shoes & helmet is must

for all the jobs)

SN	BIS codes	Information
1	IS: 2925 - 1984	Industrial Safety Helmets
2	IS: 4770 - 1991	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: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
6	IS: 11226 - 1993	Leather Safety Footwear Having Direct Molding Sole
7	IS: 5983 - 1980	Eye Protectors
8	IS: 9167 - 1979	Ear Protectors
9	IS: 3521 - 1999	Industrial Safety Belts & Harnesses

Safety precautions for 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 as per IS 8016:1996. Gas cylinders shall be kept upright and secured firmly with chain.

Safety precautions during 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. Personnel working shall wear Safety shoes, safety goggles, welding shield with safety helmet attached, cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored (for height job above 6 feet) at different supports.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Working personnel should clearly understand about hazards involved and safe working procedure to mitigate and prevent hazards.

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, trefoil symbols and adequate PPE's.
2. Contractor shall ensure cordon off tape is available with the radiographer.
3. During radiography person shall wear cotton hand gloves, safety shoes, safety helmet with chin strap and Safety goggle.

Safety precautions during Slag blasting:

1. During slag blasting job contractor employee shall wear full body protection suit/ leather jacket, air lined mask, dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggle, Double lanyard full body Harness (If required for the assigned job).

Safety precautions during hydro jet cleaning:

1. During hydro jet cleaning person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggle and ELCB shall be provided if the work is at height.

Safety precautions while using electrical appliances:

1. Contractor shall ensure all electrical appliances have three pin end connections. All electrical hand tools shall have ELCBs. All electrical cables shall have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure complete isolation of energy while working on MCC panel. While isolating energy electric arc suit shall be used.
3. Contractor shall ensure only flame-proof electrical fittings are used in hazardous areas as per instructions by Engineer-In-Charge designated by RCFL for the job.

Safety precautions for working at height (above 6 feet):

1. For height jobs, contractor employees shall wear safety helmet, safety shoes, safety goggle, 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.

Safety precautions for Confined space job:

1. Contractor shall ensure safe entry permit (if oxygen % is above 19.5%) is pasted at all the entry/exit points along with Class I permit before entering the vessel.
2. Contractor shall ensure that his employees know the hazards that may be faced during entry and ensure accurate count of authorized entrants in a register.
3. Contractor shall ensure that a person/watch dog remains near the entry space till the job/work is over.
4. Contractor shall ensure that cross ventilation, air hose and 24 volt lamp without cable joint are made available before entering vessel & shall ensure that rescue and other emergency services procedures are made and are taken care off. He shall also ensure that authorized entrants are using all necessary PPEs.
5. Contractor shall be aware of alternate light/power source arrangement in case of power failure.

Safety precautions for working at fragile roof:

1. Maintenance/ civil personnel should provide duck ladders/crawling boards. Working personnel should be clearly informed and instructed about hazards involved and safe working procedure to mitigate and prevent hazards.
2. Personnel working on roof should use necessary PPE's such as safety helmet, safety shoes, safety goggle, cut resistance/cotton hand gloves & double lanyard full body harnesses with

both the lifelines anchored at different supports.

3. Minimum number of employees should work on roof at a time.

Safety precautions for fabrication & erection jobs:

1. Contractor shall use the electrodes / filler wire as mentioned in SOW.
2. Contractor shall ensure face shield while executing welding/cutting/grinding job
3. Contractor must use grinding /cutting wheels of ISI/EN standard only.
4. Contractor must use grinder and grinding /cutting wheels as per the given specification i.e. RPM, Size etc.(Should not use expire dated/ over RPM)

Penalty for violation of safety rules at work place:

The contractor shall be penalized for any violation of safety rules by their workers/supervisors at workplace during execution of job. Monetary Penalty shall be imposed as per below list for safety violations. Repeated violations shall lead to suspension /stoppage of the work and cancellation of Work Order.

1. Person not wearing safety helmet and safety shoes during work as per job requirement: Rs.500/- per person for each item.
2. Person not wearing Safety belt (double lanyard full body harness) during working as per the job requirement: Rs.1000/- per each person.
3. Person not wearing face shield during working as per the job requirement: Rs.500/- per each person.
4. Person working with lifting/lowering tools/tackles without valid test certificate: Rs. 2000/- per tool/tackle.
5. Person working with electrical supply connection without appropriate plug-pin: Rs 1000/- per plug pin connection.
6. Working without a valid Safety Work Permit / PTW: Rs.2000/-.
7. Gas cylinders not having pressure Gauges: Rs. 1000/- per set.
8. Gas cutting torch and cylinders without Flash back arrestors: Rs. 1000/- per set.

Penalty for loss of Smart Card:

A smart card will be provided to you for entering into the RCF premises. Kindly note that the card has to be returned back while leaving premises, Otherwise Rs 900/- per card shall be deducted from your running bill by M/s RCF.

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 plus GST 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 plus GST per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

II. 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 a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from the below mentioned approved Doctor/Agency only:-.

SN.	Name ,Address	Qualification/Degree	Contact No.
1	Dr.R.A. Chhoga ,Meena Medical Centre,Opp Sulbha School, Near Sahakar Taakies,L-4,29/30,Brindavan, TilakNagar, Behind Shopper's Stop,Chembur-400089	M.B.B.S.(Bom), D.H.M.,A.F.I.H.,C.U.W.M.	25271251 (M)9820020004
2	Dr.Devendra B.Ingale ,Keshavsut Diagnostic Clinic, 4/1,ChandrodayHsg.Society,Opp. Meena Towers,Swastik Park , Chembur,Mumbai-71	M.D.(Bom),A.F.I.H.,D.I.M., L.L.M. Certifying Surgeon	25226567 (M) 9869005451
3.	Dr.Prakash Panchal ,Jagatguru OHC Centre ,2,United Western Apartment, V.S.Road, NearSiddhi Vinayak Temple,Prabhadevi,,Mumbai-400025	Certifying Surgeon, Government of Maharashtra (DI SH)Mumbai& Suburban.	24361861 ,(M) 9870341805 Timings: <u>Mondayto Saturday</u> 9.30 A.M to 1.30 P.M.6.30 P.M. to 9.00 p.m.
4.	Dr.Abhay Narayankar ,Prism Diagnostic Centre ,& Polyclinic 105,1st Floor,Mohamadi House,Near Anjuman Highschool,Kurla(W), Mumbai-400070	M.B.B.S., A.F.I.H.	26524374(M)9869300956
5.	Dr.Milind Sardesai ,Shanti Niketan,Ground Floor,8th Road ,Near Ahobila Math,Near DiamondGarden,Chembur, Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants)	<u>Saturday & Sunday</u> ,10 AM to 1PM 4PM to 8 PM, Contact: Dr. Vasant Sardesai-For Appointments (M)9833128952
6.	Dr. D.G. Pandit ,Gurukrupa Hospital & Polyclinic ,OHC, Govardhan Dham, Khopat, Thane (W)- 400 601	Certifying Surgeon	25346446/25404263 ,Dr.D.G. Pandit (M)9821121261 ,Dr.KiranPandit (M)9821090696
7	Dr. Pradeep V. Mahajan ,R-831, T.T.C. , Thane Belapur Road Navi Mumbai	Certifying Surgeon	27691981/27691679 ,(M)9867220015

III. CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

It is mandatory that character and antecedents verification must be made of each and every contractor worker prior to giving permission to enter RCF premises. Contractors shall submit a certificate of character and antecedents for each workers to be engaged inside the factory and no person / contract labour shall be employed without a valid character certificate and antecedents. The character and antecedents form duly filled and authenticated through police station shall be submitted to CISO for giving permission to enter RCF premises.

**FORMAT FOR
PERSONAL VERIFICATION OF CHARACTER AND ANTECEDENT**

(To be verified by concerned SHO/OI C/IIC of police station)

(To be filled in duplicate)

(To be filled by individual)

Police Station :-----

District :-----

State :-----

Self attested
pass port
size photo

(To be filled by individual)

01. Name :-----

02. Fathers Name :-----

03. Sex :-----

04. Date of Birth :-----

05. Place of Birth :-----

06. Height in Cm :-----

07. Colour of Skin :----- b) Eye :----- c) Hair :-----

08. Two visible Identification Marks :

i) -----

ii) -----

09. Nationality :----- 10. Religion :-----

11. Full permanent Address with Pin Code :

Phone No. :----- Mobile No. :-----

I am residing in the present address for the last ----- years. I solemnly hereby declare that above permission furnished by me is true to the best of my Knowledge.

Full Signature/Thumb

Impression with name of individual

DECLARATION BY CONTRACTOR

I hereby declare that Shri ----- whose particulars are given above is engaged /propose to be engaged in my establishment against work order No. ---
----- dt. ----- The information furnished above are true to the best of my knowledge.

(Signature of Contractor with Seal)

Party shall carry out Police verification & medical test of all the persons who will be carrying out job at RCF site. Party will not get permission to start the job unless & Until this procedure is followed by them.

SIGNATURE WITH STAMP

(On all Pages)

Commercial Terms & Conditions

(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-4)

BIDDER'S NAME:

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

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put ✓ in front of your confirmation or delete which is not applicable)																																																
1	MODE OF QUOTATION You shall quote strictly as per mode of quotation given in enquiry.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
2	VALIDITY OF OFFER Your Offer shall be valid and firm for at least 120 days from the date of bid opening.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
3	COMPLETION TIME / PERIOD Entire job shall be completed within the stipulated time period as mentioned in the scope of work	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
4	MUTUALLY AGREED DAMAGES (MAD) In case of delay in completion of job beyond the stipulated period MAD shall be levied @ 1% per day subject to a maximum of 10% of basic work order value + GST.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
5	PAYMENT TERMS: After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to MES dept along with all necessary documents. In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to MES Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to MES Dept.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
6	PENALTY TO VENDOR FOR LATE SUBMISSION OF 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, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
7	WORK ORDER VALIDITY: The work order shall be valid for a period of Three Months .	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed																																																
8	Taxes & Duties Please mention in taxes/ duties. If nothing is mentioned it will be assumed that no taxes / duties are applicable. <table border="1"> <thead> <tr> <th>SN</th> <th>Job description</th> <th>SAC/HSN Code</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Installation of additional Ventury Scrubber HE-606 in Reaction section</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>2</td> <td>Dismantling/ Fabrication and erection of connecting SS duct</td> <td></td> <td></td> </tr> <tr> <td>2.(a)</td> <td>Fabrication of SS 304 ducting Ø 500 mm</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>2.(b)</td> <td>Fabrication of SS 304 ducting Ø 1000 mm</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>2.(c)</td> <td>Erection of SS 304 ducting Ø 500 mm</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>2.(d)</td> <td>Erection of SS 304 ducting Ø 1000 mm</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>2.(e)</td> <td>Dismantling of existing FRB/ SS ducting</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>3</td> <td>Dismantling/ Fabrication and Erection of structural platform</td> <td></td> <td></td> </tr> <tr> <td>3.(a)</td> <td>Fabrication & Erection of complete Structural platform</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>3.(b)</td> <td>Installation of G.I. Grating</td> <td></td> <td>GST@.....%</td> </tr> <tr> <td>3.(c)</td> <td>Dismantling of Old structure</td> <td></td> <td>GST@.....%</td> </tr> </tbody> </table>		SN	Job description	SAC/HSN Code	Applicable Tax	1	Installation of additional Ventury Scrubber HE-606 in Reaction section		GST@.....%	2	Dismantling/ Fabrication and erection of connecting SS duct			2.(a)	Fabrication of SS 304 ducting Ø 500 mm		GST@.....%	2.(b)	Fabrication of SS 304 ducting Ø 1000 mm		GST@.....%	2.(c)	Erection of SS 304 ducting Ø 500 mm		GST@.....%	2.(d)	Erection of SS 304 ducting Ø 1000 mm		GST@.....%	2.(e)	Dismantling of existing FRB/ SS ducting		GST@.....%	3	Dismantling/ Fabrication and Erection of structural platform			3.(a)	Fabrication & Erection of complete Structural platform		GST@.....%	3.(b)	Installation of G.I. Grating		GST@.....%	3.(c)	Dismantling of Old structure		GST@.....%
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9	STATUTORY VARIATION CLAUSE : Within contract period is in RCF scope and beyond contract period in vendor's scope.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
10	WHETHER BIDDER IS CURRENTLY ON HOLIDAY LIST/BLACK LIST OR HAS BEEN PUT ON HOLIDAY/BLACKLISTED AT ANY PSU/GOVT. ORGANISATION. IF SO, GIVE DETAILS.	<input type="checkbox"/> NO <input type="checkbox"/> YES
11	The job will be done as per the scope of work in total.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
12	Whether The Vendor is Registered under Micro/Small/Medium Enterprises Act 2006 (Please Furnish The Proof) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Whether the Proprietor of "MSME" Enterprise is from SC/ST Category (Please Attach Cast Certificate Issued By Competent Authority) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Agreed to all Terms and Conditions related to GST & Tax Compliance Clauses	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
15	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY (Note: Non acceptance or deviation to RCF's standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
16	DEVIATION IF ANY {Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure-IV)} in PACKET-4	<input type="checkbox"/> No <input type="checkbox"/> Yes
SIGNATURE WITH STAMP		

CREDENTIALS & ELIGIBILITY CRITERIA

(NOTE: Please fill the details in front of each criteria mentioned below and upload this Annexure in packet-5. Please upload signed & stamped copies of supporting documents in relevant packets. (Incomplete form or non-submission of documents to verify details may results into rejection of your offer, e-procurement system will not allow submission of documents after due date of tender and no communication shall be done for submission of documents)

NAME OF BIDDER:		
SN		Details to be filled and proof to be attached
1.	Name & Address of the company	
2.	Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration)	
3.	Name of owner / proprietor/directors	
4.	Contact Telephone Numbers Office -	
	Fax -	
	Mobile -	
	E-Mail ID-	
5.	Banker's Name & Address	
6.	PAN No. (enclose copy of certificate)	
7.	ESIC: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate	
8.	PF: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate	
9.	GST registration number (if applicable)	
10.	Average Annual certified/audited financial turnover during the last three (3) years ending 31 st March of the previous financial year, should be at least Rs. 1,73,595/- (Enclose Profit-Loss account and Balance Sheet or Turnover Certificate issued by your CA)	
11.	Parties / bidders should have Experience of having successfully completed similar nature of jobs during 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".	
i	Three similar completed works each costing not less than the amount equal to Rs 2,31,460/-	
	OR	
ii	Two similar completed works each costing not less than the amount equal to Rs. 2,89,325/-	
	OR	
iii	One similar completed works costing not less than the amount equal to Rs. 4,62,920/-	
Mere fulfillment of above eligibility criteria will not automatically ensures vendor's qualification/short-listing for the job and RCF decision on this matter will be final & binding. Kindly note that the work orders shall be placed by the organization directly on the vendor executing the job. The job carried out by vendor for the organization through other agency where work order is not in the name of vendor will not be considered		
All the documents shall be duly signed and stamped by the applicant, on each page.		

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

SIGNATURE WITH STAMP
(On all Pages)

Terms and Conditions related to GST & Tax Compliance Clauses

As Goods and Service Tax is implemented from 1.07.2017, bidders may furnish the following details in their bid:

1. GST Registration Number (15 digit GSTIN). In case you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to RCF.

GST registration number:	
Name of Company:	
Registered address of company:	

2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.

3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of ₹ 20 lacs (₹ 10 lacs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.

4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF indicating their GST registration no.

5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).

6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).

Tax Compliance Clauses

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
3. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to RCF Ltd., as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
6. In case GST credit is delayed/ denied to RCF reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.

7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
8. RCF Ltd., reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract
9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
11. Anti-profiteering → Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
12. Anti-profiteering / Re-negotiation → As far as the un-executed portion, as on 30th June, 2017, of the Contract is concerned, it is lawful for the Company to renegotiate the compensation payable for the balance part of the contract and the Vendor/Supplier/Contractor is under an obligation to pass on the benefit arising, either directly or indirectly, out of implementation of GST.
13. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
14. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF.
15. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch / 7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

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

Definitions:

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

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

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

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

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

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

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

1.0) HOLIDAY LISTING OF AN AGENCY: -

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by RCF Ltd: -

- a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.
- b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.
- c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by RCF Ltd. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, RCF Ltd can also De-list the Agency in addition to Holiday. In the mean- time, further tenders will not be issued to such an Agency. Offer of such an Agency shall not be considered in RCF tenders.

2.0) DELISTING OF AN AGENCY: -

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

- a) Fall in credit rating of the Agency.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Agency.

- d) Splitting/merger/closure/ change in constitution of the Agency.
- e) Directive of Board/ Govt. Financial institution/ Court.

Period of De-listing shall be for a minimum period of one year. However RCF Ltd at its discretion can delist the Agency for a maximum period of five years. Name of the De-listed Agency will be displayed on company website and will be on De-listed list in all units of the company. In the mean-time, further tenders will not be issued to such an Agency.

3.0) BLACKLISTING OF AN AGENCY: -

An Agency may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of cartel, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Agency continuously refuses to pay Company's dues without showing adequate reasons or
- c) Agency (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the Company is envisaged.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Agency should not be Blacklisted will be sent to the Agency. The notice will specify clearly the grounds for considering the Agency for blacklisting and one weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for blacklisting shall be taken by the company without any further notice. Period of blacklisting will be minimum for five years.

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

All the running contracts/other works with the Agency will be terminated immediately after blacklisting. Name of the blacklisted Agency will be displayed on Company website in all units of the company. No further tenders shall be issued to such an Agency.

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

Note:

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

SIGNATURE WITH STAMP
(On all Pages)

Statutory / Mandatory Clauses

1. The Central Govt., has revised Minimum Wages effective from October, 2017 by almost revising Basic wage which every after 5 years is revised normally Special Allowance is revised six monthly.

Minimum Wage consist of Basic Wage and the Special Allowance (Special Allowance declared every six monthly). 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.

2. Uniform rate of Minimum wages are applicable through out 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 @ 13.15% on Basic + DA, ESI @ 4.75% 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 atleast 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, a 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. Reimbursement of increase in Basic Wage and Statutory Overheads on Increased wage"
"Contractor while estimating quoted rates must consider anticipated six monthly increase on account of Special Allowance and Statutory overheads on increased Special Allowance which at any cost, shall not be reimbursed by RCF.

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 the event of any decrease in the wages and the Statutory liability, the same shall be recovered from the Contractor by the Company.

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.

5. i) Any offer, bids which are not in compliance with the applicable Rates of Minimum Wages and the Statutory Overheads and any other Labour Laws will be treated as **"Invalid"**.
In other words, the efforts of those prospective Bidders which do not meet the Statutory requirement and which is less quoted than the applicable rates of Minimum wages and Nil charges **are liable to be rejected**.
- ii) 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.
- iii) No bidder quoting lower than the Minimum Wages and "NIL" Service Charges will not be entertained. Service/Administrative Charges quoted by the bidder over and above the minimum wages has to be over and above zero percent. Any Service Charge not adhering to these should be considered unresponsive and such bid should not be considered.
6. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability as an individual Establishment since the RCF 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.

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

7. 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.

8. The Contractor must give two bids separately, one Technical Bid and another Financial Bid (**IF APPLICABLE AS PET NIT**). In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.

- a) Proforma of declaration/Undertaking
- b) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
- c) Proforma of details to be submitted while engagement/ entry level permission to HR.
- d) 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.

1. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof of the same. Any violation will be dealt seriously.
2. 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.

- i) 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").

12. Weekly Off/Holiday:

All the Contract Employees must mandatorily be given a weekly day off (full day).

All Contract Employee to get atleast 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.

Signature & Seal of Authorized Signatory of the Agency

Proforma / Undertaking Declaration

I / we undertake that the payment to the employees will be made as per Minimum Wages Rates prescribed by the Government of India from time to time under Minimum Wages Act or as prescribed in the indent of the RCF Ltd. and applicable statutory payments on account of EPF & ESI.

We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

No other charges would be payable by RCF Ltd.

Signature & Seal of Authorized Signatory of the Agency

Proforma / Undertaking

DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN TENDER

(To be executed and attested by Public notary / Executive Magistrate on Rs. 10/- non judicial stamp paper by the tenderer.)

1) I / We _____ (Tender) hereby declare that the tender namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the court(s)

Or

I / We _____ (Tender) hereby declare that the tender namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organisation from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

2) In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by RCF Ltd.

Agency / Deponent

Attested: _____ Name_____

Public Notary / Executive Magistrate) Address_____

Signature & Seal of Authorized Signatory of the Agency

Rashtriya Chemicals & Fertilizers Ltd.
(Trombay Unit)

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

New format developed

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

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

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

Please Tick mark on appropriate period			
15 Days	1 Month	3 Month	Including Sunday, Holiday, Round the clock

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

Name of the Plant and Dept. where work is to be carried out _____ Reporting Officer _____
Work Order No. _____ to _____ Work Order Valid Up to _____, Time from _____ AM/PM to _____ AM/PM
Duration of the job: Date from _____ to _____
Sign & Seal of Applicant _____

Duration of the job: _____						
Sign & Seal of Applicant _____						
						Ast. Commandant
	Sr./ Chief Manager	OM/AGM	DGM	GM / CGM	ED(Tr.)	

SIGNATURE WITH STAMP
(On all Pages)

GENERAL TERMS & CONDITIONS:**1. DEFINITIONS:**

The terms repeatedly used in the enquiry, Work Order and elsewhere during the finalisation of this contract, shall mean as follows: -

Contract/ Work Order shall mean and include any award of work in writing with General Terms & Conditions/ special conditions of tender, enclosures, Annexures and subsequent Amendments thereto.

Contract value shall mean the total amount payable to Contractor towards the jobs actually executed by the Contractor in accordance with the Work Order issued to Contractor by RCF.

Contractor shall mean the Bidder whose bid has been accepted by the Owner and shall include Contractors heirs, legal representative, successors and assigns.

Date of contract shall mean the date of issue of Letter of intent or the date so mentioned in the Work Order.

Owner / RCF shall mean and include the Rashtriya Chemicals & Fertilizers Ltd., having its Registered Office at Priyadarshini, Eastern Express Highway, Mumbai 400 022 their successors, assigns or Legal Representatives.

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

Schedule of Rates shall mean the finalized rates as per the scope of work mentioned in the enquiry and incorporated in the Work Order.

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

Amendment Order shall mean an Order given by RCF to effect additions, subtractions or alterations in the Work Order.

Work shall mean and include all activities as specified under the Scope of Work.

RCF Engineer In charge shall mean the Engineer of RCF under whose instructions the particular job is being executed or an Engineer superior to him and shall include RCF's representative or consultant/ its representative, appointed by RCF for this purpose.

Battery Limit shall mean boundaries of continuous area within which the Plants and Equipments are located.

Site shall mean that portion in Plant / Stores / Building / Open Yard at RCF Chembur where work is to be done.

Job Order shall mean the written Order issued by the RCF Engineer for a particular job.

"Equipment" means any item of plant and machinery , equipment , accessories or thing supplied by RCF to be erected / installed by Contractor.

You shall ensure that the instructions of Site Engineer / Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representatives indulge in any illegal / unlawful activities or any misconduct, the contract / Work Order may be terminated without any notice, at the risk & cost of the Contractor.

The job shall be done in any of the Plants / Departments at RCF, Trombay Unit, Priyadarshini Building, Administrative Building, R & D Department, Pirpau storage area, anywhere between RCF and Pirpau along the pipe rack etc. and any other place notified as the part of RCF Trombay Unit.

Contractor shall provide and maintain necessary supervisory staff and skilled Workers required in connection with the execution of the contract who are employees of the Contractor.

Contractor shall provide all amenities/ facilities which are to be provided under the respective Contract Labour (R & A) Act 1970 Factories Act, 2948 such as Rest Room, Drinking Water facilities etc.

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

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

Contractor shall keep adequate no. of strength of employees and Contractors services shall be available as and when required and during the emergency.

All persons employed by the Contractor shall be his own employees for all intents and purposes i.e. Contractor's own strength. Contractors Supervisor should be available to give instructions to the contract Workers and will supervise the entire work. No instructions will be given to Contract Labour by RCF Officials. Wherever word "Employee" is used please use word "Contract Labour" or "Contractor Employee" and be read accordingly.

The Contractor shall observe all the Safety & 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.

The Contractor shall be solely responsible for the manner and method of executing the work.

You shall abide by all the terms & conditions given in NIT, General Directions & Conditions of Contract and Contractors Labour & Health Regulations, Safety Clauses for contract items and Safety practices to be followed for Electrical Equipments and all other Rules & Regulations as applicable. (All the above booklets are available free of cost with the department issuing the Work Order.).

2. SECURITY DEPOSIT:

The successful bidder called the Contractor shall be issued a Letter of Intent/Work Order. On receipt of the Work Order, the Contractor shall deposit within 15 days a sum equivalent to 10% of the contract value towards Security Deposit for faithful performance of the work or furnish a Bank Guarantee from a Nationalised Bank, in RCF proforma, for equivalent amount and valid for contract period. The Security Deposit/ Bank Guarantee shall be converted into performance guarantee after completion of the work. This amount/ Bank Guarantee shall be returned to after the expiry of guarantee / warranty period.

In case of annual rate contract and at the request of the Contractor, RCF may consider deduction of Security Deposit at 10% from the Contractor's running bills, if EMD amount is available with RCF.

On submission of Security Deposit, the EMD of the Contractor shall be returned.

No interest shall be payable by RCF on the Security Deposit or EMD.

3. RELEASE OF SECURITY DEPOSIT:

The Security Deposit /final bill shall be released subject to submission of indemnity Bond on Rupees 100/- stamp paper, stating the completion of ESI / PF as required by RCF as approved by Personnel Deptt.

4A. LAWS PERTAINING TO LABOUR (For site job)

The Contractor shall comply with all Central, State & Municipal Laws and Rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments there under.

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

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

Irrespective of the no. of Workers employed, you shall ensure the compliance of PF & ESI to all the Workers. If the work entails employing more than 19 contract Workers, the Contractor should obtain a License from Competent Authority as per provisions of Contract Labour (Regulations & Abolition) Act 1970.

You shall comply with all the Central, State & Municipal Laws & Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act 1970 relating to working hours, rest intervals, weekly offs, holidays, overtime as mentioned in Wages Act, applicable including the ESI Act. The payment of Wages Act 1936, Employees Provident Fund Act 1952. The Minimum Wages Act 1940, Factories Act 1949, Workmen's Compensation Act 1923 or any other applicable legislation and the Municipal Bye-Laws or other Statutory Rules & Regulations whatsoever in force, in so far as these are applicable. Any obligations, financial or otherwise, imposed under any statutory enactment, Rules & Regulation there under shall be the sole responsibility of the Contractor.

The Contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract, which he is liable to pay by Rules, Law or Order of Government. The expenses if any, incurred by RCF on the above will be realized from the Contractor from any amount that may be due from RCF to the Contractor. If any accident or injury or death is sustained by any worker, the Contractor should immediately inform RCF of the same in writing giving full particulars about the injured person for preparing the accident report and giving the necessary First Aid. Further medical assistance shall be provided by the Contractor at his own cost.

In case of any accident necessitating medical attendance, the same shall be reported immediately to the Office Incharge for necessary First Aid assistance. Further, medical treatment shall be provided by the Contractor.

The Contractor shall give the address, phone no, Fax no, Pager no., Mobile no. and the name of the contract person of its Local Office in order to give the job order. The Contractor shall attend the job immediately on giving the message at the said address either verbally, telephonically or otherwise.

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

Contractor shall get his employees medically examined and shall produce on demand the medical certificate.

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

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

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

No employees of the Contractor shall be allowed to stay on the premises of the Company beyond the authorized working hours.

All staff employed by the Contractor shall be termed as the Contractor's employees for all intents and purposes.

After expiry / termination of the contract, the Contractor shall take out all his employees from RCF Site. RCF shall not take any responsibility regarding employment of Contractor's employees.

You shall register with the Regional Provident Fund Commissioner & ESI Office and obtain Provident Fund No. & ESI No. and deposit the PF & ESI contributions with the Authorities. For every calendar month, the Contractor shall give a complete list of employees and the recovery of PF / ESI from them as also the Employer's contribution. The bills submitted will be certified and passed for payment only after Contractor produces the documents of PF / ESI contribution of Workers duly certified / receipted by the PF / ESI Commissioner and the Workers are paid their monthly Wages.

The Contractor's employees will not be allowed to avail the Canteen facility from RCF Canteen which is meant for RCF Workmen only. The Contractor will ensure to provide canteen facility to his Workmen as per Rules. The Contractor shall also arrange for the housing of his workmen outside RCF premises, at his own cost.

The Contractor shall cover their employees under the Group Personal Accident Insurance Scheme. The Contractor shall cover all his employees under Group Gratuity Scheme.

Contractor shall comply with provisions of interstate Migrant Labour Act & prior approval of the competent authority shall be taken before deployment of Interstate Migrant Labour at RCF Site.

All liabilities or Legal aspects of Contractor's labour lies with the Contractor himself.

4B. SAFETY OF WORKERS: (For Site Job)

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

Report of every accident minor or major must be immediately submitted to the Chief Safety officer, RCF Chembur by Site Incharge of the Contractor.

Every employee of the Contractor must undergo the safety course conducted by RCF Safety Deptt., as per advise of Chief Safety Officer, RCF, Chembur.

Contractor's workmen must wear safety appliances e.g. Helmet, Gas Masks, Safety Belt etc. while working. 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 Permit is obtained.

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 workmen, equipments etc. issued to him from time to time.

The Contractor shall submit within 15 days from the date of contract the Names, Permanent & Present Address / Age / Qualifications, experience and two Passport size photograph of all employees to be placed at Site to RCF's Personnel Deptt. Any addition to the strength or Workers shall also be intimated to RCF immediately with all details.

4C. PAYMENT OF WAGES (For Site Jobs)

You shall pay to your Workers as per the minimum Wages Act and Rules and Regulations there under. Contractor will ensure payment of Minimum Wages as applicable or the wage, as applicable is paid to the Workers and will also ensure that the monthly wages are duly witnessed by the representative of the Principal Employer. Contractor, while submitting monthly PF & ESI challans will also give a certification that the Contractor has deposited the payment in respect of PF & ESI contribution in respect of the contract labour engaged at RCF site under reference Work Order. Wages shall be paid by the Contractor to the Workmen directly in the presence of Company's authorized representative as provided in the Contract Labour (Regulation & Abolition) Act 1970 and officials put his initial to witness the payment.

Contractor shall make monthly payment of Wages to contract labour in presence of RCF's authorized representative, on or before 10th of every month, during the normal working hours only.

4D. HOUSE KEEPING :(For Site Job)

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

4E. SUPERVISION: (For Site Job)

The Contractor will ensure that the instructions of Site Engineer Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representative indulge in any illegal / unlawful activities or any misconduct, the contract / work order may be terminated without any notice at the risk and cost of the Contractor.

The Contractor shall maintain continuous supervision by qualified and experienced persons on the job. The Contractor's Site Incharge shall be available at Site all the time so that RCF Engineer Incharge may give him necessary instructions / advice.

The Contractor shall prepare and submit a CPM / Bar Chart on the basis of completion time as specified by Engineer Incharge and clearly indicate completion time of different activities, which will be scrupulously followed.

4F. GATE PASSES: (For Site Job)

The Contractor shall obtain Gate Passes duly signed by Commandant, CISF, RCF, Chembur or his representative for his Supervisors. For other workmen, the Contractor will have to procure Tokens from CISF after depositing Rs.10/- per token or the rate prevailing at that time. This deposit amount will be refunded after satisfactory completion of the contract and after returning all the tokens in a good condition.

4F1. LOSS OF GATE PASSES / TOKENS:

Any loss of the gate passes / tokens shall be reported to the RCF police station immediately. A copy of the report from the police station shall be submitted to CISF. In case the lost passes / tokens are not retrieved within a certain period of time, as per the rules, application shall be made to CISF for the issuance of duplicate / fresh passes / tokens. An amount of Rs. 900/- or specified by RCF, as per the prevailing rates, shall be deposited with the accounts section against the issuance of duplicate / fresh passes / tokens. The challan receipt of the deposited amount shall be submitted to CISF, who will issue the necessary passes / tokens.

4G. INCOMING / OUTGOING MATERIALS:

Contractor shall prepare Challans for all incoming materials (either 'Returnable or Non returnable) belonging to him, including tools and tackles, consumable in triplicate and shall get them endorsed at the materials gate of RCF. One copy of all such challans shall be retained by CISF. One copy shall be deposited by the Contractor with respective Plant Engineer to facilitate the return of such materials after completion of the job.

4G1. SECURITY OF MATERIALS:

The Contractor shall provide for watch and ward for all materials/equipments issued to him by RCF as well as for his own materials, tools & tackles.

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

4I. INSPECTION:

The Contractor shall provide free access to RCF Engineers for carrying out the inspection of the job being done at any time and after each stage. However, the inspection by RCF Engineers shall not absolve the Contractor from contractual obligations regarding quality of work, time schedule, performance guarantee etc. under this contract.

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

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

4J. SCOPE OF SUPPLY:

Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable, welding electrodes, gas, grinding wheel etc. unless specified otherwise in the enquiry or Work Order. RCF shall not supply anything except Equipment for installation in the plant and drawings for executing specific jobs. Contractor shall also make his own arrangement for carrying the materials from RCF main stores / plant stores / Yard / Workshop etc. to the Site.

If Contractor uses any consumable tools and tackles / equipments of RCF with the consent of Engineer Incharge, appropriate amount shall be deducted from Contractor's bills for the same, unless otherwise stated in the Work Order.

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

Crane, if required, may be supplied by RCF as mentioned in the enquiry scope of work, subject to availability. However, the requirement of Crane for the particular job shall be decided by RCF. All other lifting tools and tackles are to be arranged by the Contractor.

4J1. ISSUE OF MATERIAL BY RCF:

All materials shall be issued at RCF's main stores / plant stores / Yard / Workshop etc. and further handling shall be in the scope of the Contractor.

4K. WORK SCHEDULE:

You shall carry out the work in accordance with the CPM Chart approved by the Plant Incharge and carryout the different activities specified therein within the scheduled time which will be scrupulously followed by Contractor's Supervisor round the clock, if required to complete the job in time.

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

4K1. EXTRA WORK:

In case any extra work more than 10% of the works specified in RCF's order arises, the same shall be done after RCF's approval and issue of Amendment to this effect. Payment for any extra work done without prior approval of RCF, may not be released.

4L. RETURN OF RCF'S MATERIAL:

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

4M. PERFORMANCE GUARANTEE / WARRANTY:

The Contractor shall give guarantee / warranty for the materials supplied & used and the workmanship for a period of six months from the date of completion of the work as certified by RCF Engineer. The Contractor shall furnish Performance Bank Guarantee for 10% value of the contract and valid for the guarantee period or the Security Deposit will be converted into performance guarantee, as the case may be.

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

4N. COMPLETION TIME:

The completion time shall be as specified in the Scope of Work or as specified in each Job order. If required, the Contractor shall work on round the clock basis to complete the job in time.

The Contractor shall keep adequate number of well experienced and trained staff, as and when required.

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

4O. MUTUALLY AGREED DAMAGES (MAD):

Time is the essence of this contract and upon failure on Contractor's part to complete the work on or before the scheduled date of completion, the Contractor shall be without prejudice to our rights and remedies on account of such failure, liable to pay a sum equivalent to One Percent of the total work Order value per week or part there of, subject to a maximum of Ten Percent of the total basic value of the work Order.

4P. TERMINATION OF CONTRACT:

RCF at its sole discretion may terminate the contract in part or in full for its convenience by giving 3 days' notice. Default on the part of Contractor shall be treated as breach of contract, and in that case RCF reserves the right to terminate the contract forthwith and forfeit Earnest Money Deposit and/ or Security Deposit without prejudice to any other rights under the terms of the Contract. RCF also retains the option of debarring the Contractor from participating in future tenders for any desired period.

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

RCF reserves the right to recover such amount due from the Contractor from the bills payable under this contract or any other contract (s).

4Q. RIGHTS FOR CANCELLATION OF CONTRACT:

RCF Ltd. reserves the right to cancel the contract or any part thereof and shall be entitled to rescind the contract wholly or in part by written letter to the contractor if:

1. The contractor does not adhere to any terms and conditions of contract including general & special terms and conditions. The contractor fails to execute the job in time.
2. The quality of job done is poor.
3. Contractor attempts for any corrupt practices.
4. Contractor becomes bankrupt or goes into liquidation.

4R. NEGOTIATIONS:

RCF Ltd. may not conduct any negotiation for the tender as far as possible. However RCF reserves the right to conduct negotiations if the condition so warrants.

4S. PAYMENT TERMS :

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

You shall get measurement sheet and job completion certificate from RCF Site Engineer. Bills are to be submitted in triplicate with due endorsement from RCF Site Incharge that the job has been completed satisfactorily. Payment of the bills will be made after successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to MES dept along with all necessary documents.

In case of any discrepancy in the invoice, party has to resubmit the corrected invoice to MES Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to MES Dept.

Progressive Payment will be made to the Contractor on the basis of the actual quantity of work executed by them.

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

4T. CONTRACT VALUE:

The contract value shall be computed as follows:

The total contract value shall be inclusive of all Taxes, Duties, Transport, Octroi etc. and remain firm without any escalation till the entire work under the Contract is completed.

When the contract is awarded on Unit Rate Basis, value of contract mentioned in the Order shall be indicative and payment shall be released depending upon the actual work executed. However, the Unit Rates shall remain firm without any escalation, for the entire period.

4U. VALIDITY OF THE CONTRACT:

The contract shall be valid for a period of ONE YEAR if not mentioned otherwise

4V. SUB-CONTRACT:

1. The Contractor shall not subcontract the job or part of it to any other Agency without the written permission of RCF. In case RCF permits to employ a Sub-Contractor if found competent and in the interest of the work, it shall not imply any limitation of Contractor's liability to fulfill the Work Order.
2. All the labour gate-passes issued for carrying out the job inside RCF factory premises shall be issued in the name of the Main contractor on whom the work order has been placed.
3. RCF shall not be held responsible for any dispute between Main contractor & Sub Contractor.

5. APPLICABILITY OF TERMS & CONDITIONS:

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

COMPLIANCE OF THE LABOUR LAWS BY THE CONTRACTORS & PROCEDURE TO BE FOLLOWED BY THE CONTRACTORS FOR THE JOBS TO BE CARRIED OUT INSIDE R.C.F. FACTORY, CHEMBUR.

Following documents are to be submitted to the representative of the personnel department during the scheduled period between 20th and 30th of every month, between 3.00 pm and 5.00pm.

Every Contractor employing 20 or more Workers has to produce the copy of the Labour License and renewal if necessary, regularly.

Muster Roll in Form XVI and Wages Register in Form XVII in respect of the Workers engaged at RCF Site monthly and Wages-cum-Muster Roll in Form XVII I.

The Challan copies of ESI & PF by filling details in the Format available with Personnel Dept. and certification that ESI / PF payment made in respect of RCF Work Order.

Detail of Wages paid, corresponding ESI & PF contribution etc., alongwith the copy of last month Wages Register in support of documents.

Form A-1-cum-Return under the Bombay Labour Welfare Fund Act, 1953.

Copy of Half Yearly Return in Form XXIV, to be submitted not later than 30 days from the closing of half year, i.e. six months starting from 1st January and 1st July, every year.

In addition to the above, you are also directed to ensure the following:-

The Contractor has to ensure the payment of Minimum Wages as notified from time to time and circulated by Personnel Deptt., or the contractual Wages (under Wage Agreement with the Workers Union, whichever is higher).

The Contractor has to display Statutory Notices at Site Office / Work Place including the abstracts of the Contract Labour (R& A) Act 1970 alongwith the copy of Labour License issued, if applicable and also the details showing the Wages payable/wage period, place and time of disbursement of Wages etc.

The Contractor has to issue Employment Card as well as Wages Slip, a day prior to disbursement of Wages to each Contractor Workman who are engaged at RCF Site.

The Contractor has to ensure the signature/thumb impression of the contract Workmen on the Muster-cum-Wages Register and also ensure that the representative of Principal Employer has witnessed the payment and certified at the end of the entries in the Register monthly.

The Contractor has to ensure that 'Short Inspection Report' as per the Proforma available with RCF and to be submitted to the Personnel Dept., on monthly basis without fail.

NOTE: - All the above mentioned forms / formats related to the labour, shall be collected by the contractor from the Personnel dept. of RCF.

You shall abide by all the Regulations & Conditions stated in the Contract Labour Employment License issued by the Labour Office.

You shall furnish following information to Chief Personnel Manager, RCF, within seven days of the receipt of this Work Order and also furnish other relevant information from time to time as desired:-

- a) Nature of job
- b) No. of Workmen engaged – Male/Female and their Names & address.
- c) Total value of contract.
- d) Period of contract / Date of commencement of job.

- e) Rate of Wages / Wages period & Date of payment.
- f) Your first bill be forwarded only when these details are submitted to Personnel Deptt. Along with the copy of the Work Order.

In case, it is felt that a job is lagging behind the schedule, the contractor have to engage more manpower to complete the job on the scheduled time.

You shall comply with the "Labour Laws and Procedure "as directed in the Annexure-III. Any changes in the above from time to time shall be followed by you as directed by RCF.

In case of non - compliance of the same, RCF reserves the right to withhold the payments and / or take necessary action as deem fit.

6. Right of Acceptance and Rejection of Tender:

RCF Ltd reserves the right to accept or reject any/all bids without assigning any reasons.

7. Splitting of Work Order:

RCF Ltd. shall have the right to place order/award the work to one or more contractors/Vendors

8. Splitting of Quantum of Work:

RCF Ltd. shall have the right to split the quantum of work /purchase and/or combine works/ purchases at its sole discretion.

9. INCOME TAX DEDUCTION:

Income Tax as per the provision of Income Tax Act shall be deducted from the Contractor's bills and the Certificate of Tax Deducted at Source shall be furnished by RCF.

10. DISPUTES AND ARBITRATION:

Any technical/non-technical dispute/difference between the parties shall be amicably settled in consultation with Chief Engineer (MES), Trombay Unit. However, in the event of any question, dispute or difference arising under this contract which can not be settled amicably shall be referred to the sole arbitration of a person appointed to be the Arbitrator by CMD, RCF. It will be no objection that the Arbitrator is in service of RCF, that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matter in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD, RCF to appoint another Arbitrator in place of outgoing Arbitrator, in the manner aforesaid. The proceedings of Arbitration shall be under the Arbitration and Conciliation Act 1996 and any Notifications there to. The venue of Arbitration shall be MUMBAI. The work under the contract shall continue during arbitration proceedings unless the matter is such that the work cannot be continued until the decision of arbitration is obtained.

11. LAW GOVERNING CONTRACTS:

This contract shall be governed by the laws of the states and of union of India for the time being in force.

12. JURISDICTION OF COURT:

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

13. FORCE MAJEURE:

The Force Majeure conditions are as follows:-

Neither the Contractor nor RCF shall be considered in default in the performance of their obligations as per the contract, so long as such performance is prevented or delayed because of legal strikes, War, Hostilities , Revolution, Civil commotion, Epidemics, accidents, Fire, Cyclone, Flood or because of any Law and Order proclamation, Regulation or Ordinance of Govt. or subdivision thereof or because of any Act of God, provided it shall promptly and in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and the influence on its activities under the contract. The proof of existence of Force Majeure shall be provided by the party claiming it, to the satisfaction of the other.

Should either party be prevented from fulfilling the obligation provided for in the contract by the existence of cause of Force Majeure lasting continuously for a period exceeding two (2) months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

SPECIAL ATTACHMENT

STANDARD TERMS AND CONDITIONS

1. LABOUR LICENCE

Contractor engaging 20 or more workers must obtain valid Labour License 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 license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.

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

The Contractor must have his separate Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code No., and shall deposit regularly in time P. F. Contribution of both shares (Employers/ Employees) @ 12% of wage disbursed to the P.F. Office 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)	0.85% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn. Charges)	0.01% (min. Rs. 200/-)			
Total PF	13.61%		12%	
TOTAL			25.61%	

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 HR Deptt. on completion of work for release of final bills, EMD, Security deposit etc.

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 by filling details in the format available with the HR Dept., with the Certification that ESI/PF payment made in time in respect of RCF Work Order.

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 upto Rs.15,000/- / Rs.21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @1.75% towards employees share and @ 4.75% 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 as Rs.15,000/- / 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.

4. REGISTRATION UNDER THE BOMBAY 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 along with details of full name, age, fitness, etc., of all workers to be engaged, expected date of commencement of work may be informed immediately before execution of work, so as to Register the name of the Contractor before Registering Officer of the State Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract Labours through Contractors. In addition, if the Contractor is going to engage 20 or more workers, necessary Labour License 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 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 License/application in Form No.IV for obtaining Labour License 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.
- 1. Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

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

Monthly bill/ regular bills of Contractors should be reimbursed only when Execution Dept., confirmed 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 Bombay 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 non-compliance at the particular moment. In respect of all Annual Contracts monthly compliance is already been ensured by 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 of ESI, PF & Wage register duly verified are to be kept by Execution Dept., for their records to be retained as per the Retention Policy. It will not be the responsibility of HR to maintain the record of each Contractors.

For non-annual contracts, Indemnity bond and Certification from Execution Dept., is sufficient 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, 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.

If any non-compliance, penalty ranging from 5% to 10% may be charged by Execution Dept., for the day it is delayed and increase the penalty if non-compliance continue.

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. Workmen's 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 statue. 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 rise in the VDA / Special Allowance will be reimbursed to the Contractor during contract period, further if there is any revision in the Minimum Wages same shall be reimbursed.**

- 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 V 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 along with 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 and shall be preserved properly by the contractor and shall hand over the copies of the same 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.

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 (For licensed contractor) - if the Wage period is monthly.

Rule 59 (State Rule) - 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 /I dentity Card.

02. **Under Minimum Wages Act (State Rule) - if the workers are less than 20.**

- (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).

VENDOR DATA UPDATION FORM

-	Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.					
	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.					
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<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 (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.	*	STD Code	Tel No	Extn
		Mobile Phone				
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		<i>by email only</i>		
V	ACCOUNT CONTROL	If also a RCF's Customer ?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		
VI	TAX INFORMATION	CST Reg NO. for C forms				
		LST No. (Local VAT REG NO)				
		Service Tax Reg. No.				
		Excise Reg. No.				

		PAN NO.	*			
VII	DETAILS OF BANK	Bank Key		<i>will be filled by RCF</i>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		<i>will be filled by RCF</i>		
VIII	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)				
	For new vendors :					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	Enclose PAN card copy / 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	

ANNEXURE-A

INSTRUCTIONS TO MSME VENDORS

BENEFITS TO MICRO AND SMALL ENTERPRISES

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

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

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

(b) Purchase Preference for MSE :

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them.

Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs.

In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 16% with other non-SC/ST MSE bidders.

(c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

- i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcflt.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.