



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)

Registered office: Priyadarshini, Eastern Express Highway, Sion, Mumbai -22.
WORKS: TECHNICAL BUILDING, CHEMBUR, MUMBAI-400 074
PHONES: 022-25522300/2505/2508 **GRAM:** FERTILIZER, Fax no.-022-2552-2235,
Website-www.rcfltd.com, **Email:**ees@rcfltd.com, **CIN :**L24110MH1978GOI020185

NOTICE INVITING TENDER FOR: Testing of 305 Wp SPV Modules of 2MW solar power plant at Govt. Approved Laboratory at RCF Ltd, Chembur, Mumbai

TENDER NO. : ET-EES/Testing/SPV Module/2021-28 DT: 28.09.2020

Important Dates

Last Date & Time of Submission of e-Tender : 12.10.2020 up to 11.00 AM.

Date & Time of Opening of e-Tenders (Technical Bid) : 12.10.2020 at 3.00 P.M.

Website for Online bid Submission: <http://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. D.D.Dafe , AGM (EES) (Tel:+91 22 2552 2300),
- 3) Mr. P.D.Gupta, Sr. Manager (E) (Tel:+91 22 2552 2484),
- 4) Ms. Minati Patra , Manager (E) (Tel:+91 22 2552 2505),
- 5) Email ID: ees@rcfltd.com

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

Kindly open following hyperlink to find “Information for MSE” in RCF website wherein you can also register yourself to get MSE registration certificate with UAN.

<http://www.rcfltd.com/index.php/en/tenders/information-for-msme/8901-registration-of-msme>

NOTICE INVITING TENDER NO.: ET-EES/Testing/SPV Module/2021-28

INSTRUCTION FOR BIDDERS

THIS IS A NOTICE INVITING TENDER (NIT) FOR:” Testing of 305 Wp SPV Modules of 2MW solar power plant at Govt. Approved Laboratory at RCF Ltd, Chembur, Mumbai.

NOTE: Following terms & condition shall override the respective term and condition of GTC (Annexure VIII)

1.01 Item Description: As per Annex- IV

1.02 **EARNEST MONEY DEPOSIT (EMD): Rs. 30,000/-** is to be deposited as per following instructions, EMD other than below mentioned format shall not be considered:

“EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD plz. Log on to <http://www.rcfltd.com> and then go to 'Portal' and 'EMD payments'. For any help refer to Help Menu which is available on Login or SIGNUP Screen. For any help, pl. contact on helpline numbers mentioned in the NIT“

EMD Exemption: Vendors registered under ‘Medium & Small Enterprises Act’ (MSE) are exempted from submission of EMD (Refer Annex-A). Exempted bidders should upload **Udyog Aadhar Memorandum (UAM) number** and a valid certificate issued by any approved body of ‘Ministry of Small & Medium Enterprises’ (MSME) such as ‘National Small Industries Corporation’ (NSIC) or ‘District Industries Centre’ (DIC) for EMD exemption

1.02 **E-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender 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 **Two Bid System** in electronic form only through e-tendering system on www.eprocure.gov.in website. The bidders shall be required to submit their offers in 2 separate parts- (a) **Part-I: ‘Technical & Un-priced Commercial Bid’** and (b) **Part-II: ‘Price Bid’**.

The **Part-I** of the online offer, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT. The Technical & Un-priced Commercial bids opened

shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected.

The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.

Price bids shall be opened of participants who fulfil the pre-qualification criteria and techno-commercial requirement of NIT. The offers will be evaluated as per the evaluation procedure given in BOQ (Price Bid sheet). Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).

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.

NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN THIS ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER.

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

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

Packet:1: Signed & Stamped copy of “Instruction to bidder”

Packet:2: Scanned copy of “Process compliance statement” (**Annexure-I**) printed on bidder’s letter head with duly signed by appropriate authority

Packet:3: Scanned copy of “Pre-qualification Details” (**Annexure-II**).

Packet:4: - Scanned copy of self-attested supporting documents against **Pre-qualification criteria (as per Annexure II)**

Packet :5: Scanned copy of dully filled “Terms & Conditions” (**Annexure-III**).

Packet :6: Scanned copy of dully signed “scope of work ” (**Annexure-IV**)

Packet :7: Scanned copy of dully signed “Procedure for action against an agency in case of corrupt/fraudulent etc and HSE requirement ” (**Annexure-V**)

Packet :8: Scanned copy of dully signed “General terms and Conditions” (**Annexure-VI**)

Packet :9: Scanned copy of EMD payment acknowledgement slip or EMD Exemption Certificate as per **Clause 1.02**

2. PART-II: PRICED BID:-

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

Kindly quote your offer on blank fields in uploaded BOQ sheet. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ sheet .

Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.

B. OTHER IMPORTANT DOCUMENTS :

Documents required for verification of details submitted in Prequalification Criteria (Annex-II) to be submitted in your 'My Space' option as per instructions given below. Bidders can take help from RCF's e-Procurement Helpdesk (022-25522760) in uploading of documents.

1. **Miscellaneous Docs:** Please submit scanned copy of 'PAN Card, Provident Fund Registration document (PF No.), Employee State Insurance Corporation (ESIC No.), GST Registration Certificate & Company Registration Certificate as applicable. Please upload each scanned certificate in respective folder under 'Certificate details' of My Space Documents.
 - 1.03 **Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST.
 - 1.04 **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractors account.
 - 1.05 **Payment Term:** Payment shall be made on 30 th Day from the date of submission of bill to EES department after completion of job, after deduction of Income Tax, on the basis of actual quantum of work executed. **Please note that RCF will not accept any payment term deviation in your offer (BOQ) and 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.**

INSTRUCTION FOR PRICE BID – (BOQ) SUBMISSION

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

1. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
2. **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 Item in white cell in front of each item.

Taxes & Duties: Rates mentioned in the BOQ are excluding of GST. The Contractor shall submit the tax invoice/ Bill showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules.

Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).

3. **For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender document.**
 - 1.06 **E-Reverse Auction:** e-Reverse Auction shall be conducted for finalization of contract.. Techno-commercially qualified bidders shall only be allowed to participate in the e-Reverse Auction.

PROCEDURE FOR AWARD OF WORK ORDER THROUGH E-REVERSE AUCTION (ERA)

The following shall be the general procedure for carrying out the process of procurement and award of purchase / service contracts through **eReverse Auction (eRA)** route. The procedure given hereunder may be changed/modified, from time to time due to operational, legal or other compliance requirements. The guidelines given below are to be read and understood carefully before submission and acceptance to the

same in the attached prescribed **Process Compliance Form (Annexure I)** along with the Technical and Un-priced Commercial Bid.

(A) General guidelines:

- 1) The bidders shall be, initially, required to submit their offers in 3 separate envelopes,
 - a. 1st envelope shall contain EMD PAYMENT DETAILS & Technical Bid'
 - b. 2nd envelope shall contain 'Price Bid' only

The eRA process of finalization of award of a contract shall have **three stages**. In **Stage I** envelope 1st will be opened subject to receipt of EMD wherever called for. In **Stage II** envelope 2nd will be opened. Both these stages are e-Tendering stages. In **Stage III**, eRA will be conducted and is the decisive stage for finalization of the tender as per NIT .

- 2) The Technical & Un-priced Commercial Bid shall also contain the “**Process Compliance Form**” (**Annexure I**) duly signed by the bidder, confirming acceptance of all the terms for participating in the Reverse Auction. Non-acceptance / Non-submission of the “Process Compliance Form” shall be a basis for rejection of the offer and the tenderer will not be eligible to participate in the eRA.
- 3) The first part of the offer, Technical & Un-priced Commercial Bid, shall be opened on the due date and time as per the NIT. Wherever NIT terms provide, the bids will be opened in the presence of the representatives of those bidders who choose to remain present.
- 4) After opening of the Technical & Un-priced Commercial bids, same shall be scrutinized for technical and commercial acceptability including the prequalification criteria. The offers not fulfilling the techno-commercial conditions as per the NIT shall be rejected outright.
- 5) The offer, which are technically and commercially acceptable including prequalification criteria, shall be eligible for price bid opening and all such techno-commercially acceptable tenderers, shall be considered at par. Wherever the NIT so provides, the Company will intimate the qualified tenderers about due date and time of price bid opening and the bidders have the option of attending such opening of the Price Bids. The offers will be evaluated as per the evaluation procedure mentioned in the NIT.
- 6) After opening the price bids and arriving at the lowest evaluated cost to RCF, the tenderers whose price bids have been opened shall be required to participate in the eRA event conducted by the RCF's Service Provider.
- 7) The Lowest Evaluated Cost or Unit Rate obtained amongst the Price Bid opened in Stage II will generally be the **Opening Bid Price (OBP)** for eRA.

(B) General Terms and Conditions of eRA :

1. For the reverse auction, technically and commercially acceptable tenderers and whose price bids have been opened only shall be eligible to participate.

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

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

1. It shall be the responsibility of the tenderer to be ready for eRA with all the requirements including valid digital signature.

2. Valid Digital Signature certificate is mandatory for login in to the eRA site and further participation in eRA.
 3. The tenderer shall be assigned a **Unique User Name(Login ID), Password & Alias Name** by RCF'S SERVICE PROVIDER for each event. This will be communicated by email at the time of intimation of date and time of the event. Tenderers are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from RCF'S SERVICE PROVIDER to ensure confidentiality.
 4. All bids made from the Login ID given to tenderer will be deemed to have been made by them.
 5. e-Reverse Auction (eRA) [ON-LINE BIDDING ON INTERNET] shall be conducted by RCF through it's duly appointed service provider, on pre-specified time & date. The tenderers shall have to log into the tender site and take part in eRA from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves.. In order to wardoff such contingent situation like internet connectivity failure, power failure etc., tenderers are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either RCF or RCF'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 6. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.
 7. RCF'S SERVICE PROVIDER shall arrange to train and / or provide clarifications to the nominated person(s) of the tenderer, if required and if requested for, by the tenderer, without any cost, specifically for the tenderers who will participate 1st time in eRA. The training / clarifications can be obtained by the tenderers on followings:
 - (i) Methods to enter in the system of RCF's eRA through Internet by using Login Id, Password and Alias Name.
 - (ii) The significance of various text boxes displayed on the screen for bidding during eRA.
 - (iii) The methods and sequences of filling of Text boxes in the website and submitting the same.
 - (iv) The methods of entering the decreasing price bids.
- Service provider shall explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT. The tenderer has to approach for such training and for such clarifications, if any to service provider well in advance. The declared events will not be postponed for this.
8. The tenderer will be able to view the following on the Auction site screen along with the necessary fields in the Reverse Auction:
 - a. Auction date
 - b. Start time
 - c. Duration of the Event
 - d. Auto Auction Extension clause / rule

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

than one item, the percentage reduction received in eRA Final Bid Price shall be applied equally to all the items included in the total evaluated cost.

16. During Reverse Auction, if no bid is received within the specified time, RCF, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Price Bid received and opened in Stage-II, after negotiation or without negotiation, with L1 bidder at the Stage II or re-float the tender.
17. Placement of order on the conclusion of Reverse Auction shall be at the discretion of RCF. The bidders are to note that lowest Bid Price obtained on the conclusion of the eRA may not be the only criteria for awarding a contract.
18. RCF may, at its sole discretion, cancel the eRA event or the tender itself, before, during or after the eRA event.
19. RCF reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at RCF's sole discretion.
20. A repeat eRA will not be conducted, unless the tender is refloats except as indicated in para 16 above.
21. It shall be the prerogative of RCF to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case RCF decides to have more than one supplier/contractor. Such Bidders shall be offered to confirm their acceptance to match L1 FINAL / Closing Price in Reverse Auction in sequence of their ranking as L2, L3,L4,... based on the last bid made by each of the tenderer in eRA event, if required. In case of such splitting of contract, the such matching of rates by L2,L3,L4,... shall be with rates ('single item' /'all the items in case of more than one item' / 'schedule of rates' type of contracts) finalized with L1 party.
22. RCF's decision for award of Contract shall be final and binding on all the tenderers.
- 23. Any other form of submission of revision in price, on his own by the tenderer before, during or after eRA shall be invalid.**

(D) Other terms & conditions of eRA :

1. The tenderer shall not indulge either by himself or through any of his representatives in Price manipulation of any kind either directly or indirectly and shall not divulge, in any manner, the details of rates and other information connected with the tender to other suppliers / tenderers.
2. The tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.
3. RCF and/or RCF'S SERVICE PROVIDER shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.

4. RCF and/or RCF'S SERVICE PROVIDER is/are not responsible for any damages, including damages that result from, but are not limited to negligence.
5. RCF and/or RCF'S SERVICE PROVIDER will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

FORMAT – A
Final Price Confirmation Form

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

To
M/s. RCF Ltd.
Trombay Unit

Kind Attention :

Sub: Final price quoted during Reverse Auction and price break up

Ref: RCF NIT No:
Reverse Auction date:

Dear Sir,

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

..... (in words)

(Price quoted on the basis of Evaluated cost to RCF) as our final lump sum price(s) during the eReverse-Auction conducted with reference to above NIT and date of eRA.

The Price Breakup attached as per RCF evaluation sheet (excel) format.

Thanking you,

Yours Faithfully,

Signature with Company seal
Name –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –
E-mail Id
Tel no.:
Mobile no:

(Sign this document and Fax at + 91 - 022 – 25522235)

Note –

1 CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

It is **mandatory that** character and antecedents verification must be made of each and every vendor worker prior to giving permission to enter RCF premises. Vendors 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 CISF for giving permission to enter RCF premises. **Even valid passport holder need to be police verification by appropriate authority**

PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH RCBO:

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.

Points related to compliance of Statutory requirements

1. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
2. 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.
3. 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.
4. Entry permission to those contract labours shall not be issued in case of non-compliance ESIC, PF, PVC and valid photo identity.
5. The violation of the statutory compliance shall be viewed seriously.

2 Penalty for late payment of Statutory Dues (i.e ESI, PF....etc)

Statutory payment of contributions towards ESI & PF in respect of wages/salary of the Contract employees is required to be deducted and paid by 15th of the next month. Under these Acts, interests and damages as per provisions, to be levied:

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

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

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

- 4 Contractors has to pay the statutory dues in time i.e. 15th of next month and as an administrative measures to enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.
8. The contract labours engaged who are covered / registered under ESIC should carry E- Pehchan card while on duty on working days.
9. Contractor shall ensure that the payment of the workers engaged / deployed at RCF premises shall be made compulsory through ECS. In rare cases if ECS is not possible, the Contractor must ensure payment through Bank transaction through cheque and both ECS and the cheque payment should be effected on or before 7th of each month and should enclose the proof of payment along with the running bill to Accounts Department.
10. Security deposit shall be forfeited and contract shall be terminated in case if complaint against contractor is received against less wages or non- payment of minimum wages. All payments including advance to labour by the contractor should be through bank transaction only. Cash payment is strictly prohibited. In case, it is found that payment to workers is made in cash, this will be treated as default and such Act are liable for termination of contract also.
11. The contractor shall deposit PF & ESI contributions as per the applicable rates before due time as per the rates quoted and cover the workers as per the coverable salary limit.
12. The contractors running bills shall only be cleared if the bills are attached with a copy of ESI, PF & E-challan of earlier month of RCF site workers and subject to certification.
13. The contract workers or labours who are out of coverage of ESIC due to crossing of salary limit, it is the responsibility of the contractor to take separate Insurance policy of such workers. The contractor must ensure that the employees deployed who are not under ESIC Act are required to be covered under the Employees Compensation Act 1923 and become entitled for the benefits of the compensation.
14. Any statutory increase towards ESI, PF, Bonus during execution of contract period will be borne by the company if not included in the tender cost while quoting rates subject to documentary proof for reimbursement at actual till the period of contract. Such increase will be reimbursed after payment to the workers by the contractor and claim the amount as reimbursement

SIGNATURE WITH STAMP
(On all Pages)

ANNEXURE - I

Process Compliance Form

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-2 of part-I)

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 NIT No.: **ET-EES/Testing/SPV Module/2021-28**

- 1) The undersigned is authorized representative of the company/organization.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 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 instruction to the contractors/bidders for the e-submission of bid online through this e Procurement portal of CPPP as displayed under help for Contractors.
- 8) We accept the Integrity pact as given in tender documents (if applicable).
- 9) We do authorize RCF Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 10) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no.:

Mobile no.

Tel no.:

Pre-qualification Details (to be submitted in packet 3 of part-I) ANNEXURE – II

Please fill the details in front of each criteria mentioned below and upload this Annexure in packet 3 of part-I. Please upload signed & stamped copies of supporting documents in packet 4 of part-I. Incomplete form or non-submission of documents to verify details may results into rejection of your offer, no communication shall be done for submission of documents)

NAME OF BIDDER:

Sr. No.	Pre-qualification Criteria
1	The Testing Agency laboratories along with portable mobile van must be Government approved from relevant Govt. body. Vendor to provide document confirming laboratory along with portable mobile van is certified with Government body. NABL approval document or approval from Government body is required.
2	The Agency must have experience in solar module testing of the 305Wp SPV module or higher size. Agency to submit the document evidence confirming their experience in the field of solar module testing as follows. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following. A) Three similar completed works costing not less than the amount equal to Rs. 15.98 Lakhs/-. B) Two similar completed works costing not less than the amount equal to Rs. 19.98 Lakhs/- C) One similar completed works costing not less than the amount equal to Rs. 31.96 Lakhs/-.
3	Average Annual audited/certified financial turnover during the last 3 years i.e. 2016-17, 2017-18, 2018-19, ending 31st March of the previous financial year, should be at least 11.98 Lakhs. Enclose Profit-Loss account and Balance Sheet or certificate issued by a C.A. to that effect
4	Latest copy of Bank Solvency Certificate of value i.e. 15.98 Lakhs. Solvency certificate should be issued after 1.09.2019 Or Sanctioned limit CC/OD of 15.98 Lakhs and above Or Credit rating from reputed institute.
5	GST Registration No : (GST No) : GST No is in the Name of :
6	PAN No : PAN No is in the Name of :
7	PF Registration No. (enclose copy of Reg. certificate)
8	ESIC Registration No. (enclose copy of Reg. certificate)
SIGNATURE WITH STAMP	

TERMS & CONDITIONS

(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-5 OF PART-I)		
BIDDER'S NAME:		
NOTE: Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.		
NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put √ in front of your confirmation)
1	Validity- Contract shall be valid for the period of six month from the date of issue of the work order.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	Payment Term: Payment shall be made on 30 th Day from the date of submission of bill to EES department after completion of job , after deduction of Income Tax, on the basis of actual quantum of work executed	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	EMD furnished (30,000/-) EMD shall not bear any interest.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	Bid Validity: offer should be valid for 120 days from the date of tender opening.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	Completion period: The entire job shall be completed within a period of 30 days from the RCF site clearance intimation date .The Job shall be carried out round the clock basis including Sundays & Holidays.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	MAD (Mutually Agreed Damages): In case of delay in beyond the stipulated time period, MAD shall be levied @ 1 % per week or part there of subject to a maximum of 10% of total work order value (Basic + GST).	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	Security Deposit (SD): Bidder shall furnish Bank Guarantee of validity 9 months (6 months + 3 month claim period) towards Security Deposit for satisfactory & faithful completion of contract. The value for BG shall be maximum 10% of yearly contract value. Otherwise 10% amount from each bill shall be retained for SD.SD shall be released after successful completion of contract on bidder request. Bank Guarantee shall be from any RCF approved Bank on Rs. 500/- stamp paper as per RCF format Note: Non acceptance of SD clause shall results in rejection of your offer. For exempted bidders, please submit supporting documents of exemption of SD Note-Bidder should note that if the difference between the quotes of L1 & L2 is more than 20 %, under such circumstances the L1/successful bidder has to submit SD@ 20 % of basic contract value of one year	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
8	E reverse Auction: Party shall confirm that they agree for participation in E-reverse auction. E-reverse auction will be carried out on the	<input type="checkbox"/> Agreed

	evaluated cost of L1 party. Evaluated cost will be intimated to the parties before E-reverse auction carried out	<input type="checkbox"/> Disagreed
9	Digital Signature: Party to confirm that they have valid Digital signature for their authorized person, required for participating in E reverse auction. If they do not have the same, they should obtain the digital signature on	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
10	Insurance is in bidders scope	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
11	STATUTORY VARIATION CLAUSE: Within contract period is in RCF scope and beyond contract period in party's scope.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
12	RCF will issue Smart ID card for swapping at the RCF gate. Contractor/vendor should submit the smart Card after completion of their job/ card validity .A penalty of Rs. 900 shall be imposed if smart card is not returned in time	Mandatory
13	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
14	Whether the party is registered under micro/small/medium enterprises act 2006 (please furnish the proof)	<input type="checkbox"/> Yes <input type="checkbox"/> NO
15	All MSE bidders shall register/declare their UAM Number on CPP Portal and copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012	Mention UAM Number <input type="checkbox"/> Not Applicable
16	Whether the proprietor of “ msme ” enterprise is from SC/ST category(please attach cast certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> NO
17	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"/> Yes <input type="checkbox"/> NO
18	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY, GST & Tax Compliance Clauses (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
19	Penalty for delay in bill submission- The bill with supporting documents must be submitted within 30 days from the date of completion of job. In case of delay in submission of bills beyond 30 days, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
20	RCF being ISO 9001, 14001, 18001 certified company, all the required relevant safety rules, norms, procedure shall be followed strictly. All workmen shall use PPEs like shoes, gloves, helmets, safety belts etc. & shall be arranged by the Contractor	Mandatory

21	Taxes & Duties			
	Please mention in taxes/ duties. If nothing is mentioned it will be assumed that quoted rates are inclusive of all taxes and duties.			
	Sr. No	Job Description	Qty	SAC/HSN Code
1	EL and PIV Testing of Solar Modules as per scope of work	1376 No.		GST@.....%
2	Charges for Boarding, Lodging, Vehicle mobilization etc	1 No.		GST@.....%

22 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 VI).

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 VI).

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.

SIGNATURE WITH STAMP

(to be submitted in packet 6 of part-I)

Scope of work

1. The Agency have to conduct the test of 305Wp SPV Modules of Waaree make.
2. 1376 nos of SPV modules to be tested at site.
3. The Standard to be followed for testing shall be IEC 61215 clause 10.2 (for Polycrystalline modules) or equivalent.
4. Test shall be carried out by keeping rated cell temperature and Irradiance. Measurement of minimum following Parameters shall be carried out.
 - a. Voc (Open Circuit Voltage)
 - b. Isc (Short Circuit Current)
 - c. Vmp (Voltage at Maximum Power)
 - d. Imp (Current at maximum Power)
 - e. Pmp (Maximum Power)
 - f. FF % (Fill Factor)
 - g. Modular Efficiency %
5. EL (electroluminescence) Test of 1376 nos modules.
6. Agency shall submit a detailed methodology and time plan for testing of the solar modules as mentioned above.

RCF SCOPE

1. Electrical Disconnection/connection of 305Wp SPV Modules.
2. Dismantling and re installation of 305Wp SPV Modules.
3. Shifting of the 305Wp SPV Modules upto Van for testing of the module.
4. Issue of safe work permit
5. Electricity, air and water shall be provided by RCF.
6. Gate pass for entry of manpower and vehicle at RCF site.
7. Technical datasheets and warranty terms of Modules.

PARTY'S SCOPE

1. All tools & tackles required for the job.
2. PPE required for the job.
3. All the necessary equipment's required for carrying out the tests/checks

Health, Safety and Environment (HSE):

Contractor shall follow all safety violation rules & fines, medical fitness of contract labors, police verification as per attached **Annexure**.

Job completion period (Time Schedule):

The entire job shall be completed within a period of 30 days from the RCF site clearance intimation date .The Job shall be carried out round the clock basis including Sundays & Holidays.

Mobilization:

Contractor shall mobilize within a period of 7 days after receipt of intimation from RCF.

Police Verification Clause:

It is mandatory that character & antecedent's verification must be made of each & every contract labour prior to giving permission to enter inside RCF factory premises. Contractor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A one-time 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card/ Election card of that particular labour.

(To be submitted in packet 7 of part-I)

DISCIPLINARY MEASURES

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

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

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

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

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

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

A.7 “Company/Organization/Employer/Purchaser” is herein referred as “**RCF 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. How-ever 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.

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 cordoned 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 VIII (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)

Penalties/ Disciplinary actions for Safety violations for contract employees of safety rules at work place:

1.0 Purpose: This procedure classifies violations and establishes uniform application of disciplinary action for safety violations by workers including Contractors, subcontractors, consultants and their supervisors. This proposal is based on review of existing penalty rates to bring effectiveness in work place safety. It will be applicable in all contracts from 1st October, 2018 with prior intimation.

2.0 Scope: This Procedure applies to workers including Contractors, subcontractors, consultants and their supervisors who conduct and perform work activities and services in all RCF's Operating Areas at Trombay unit.

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

- Maintain full responsibility for all environmental, safety, security and health compliance matters.
- Shall take prompt action on safety compliance as per RCF's Safety Procedures, Rules and Regulations.
- Responsible for correcting environmental, safety, security and health violations and/or unsafe conditions present in his/her operation.
- Ensure that all work activities and/or services are always carried out safely to prevent injuries and damage to properties.

- Safety record at the RCF will be a criterion used to judge performance and determine whether or not persons/ groups mentioned as above qualifies for future contracts at RCF.
- ‘Stop Work Authority’ to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
- Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
- Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF’s procedures.
- Initiate immediate corrective actions towards unsafe acts or safety conditions so as to prevent or mitigate future recurrence.

4.0 Definitions:

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

4.2 Disciplinary Actions: Penalty, termination of Contract(s) for Contractors, subcontractors, consultants and their supervisors shall be applicable as per Annexure-1

Annexure-1

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (Rs.)
		I st time violation (Calendar Year)
1	Working without wearing safety helmet	1000
2	Working without wearing shoes	1000
3	Working without wearing safety goggle during handling of hazardous chemicals, acid/alkali etc.	1000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters.	2000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on acid/alkali lines and equipment’s.	1000
6	Not using PPEs, tools/tackles as mentioned in Safety Work Permit	1000
7	Working without valid test certificate for lifting/ lowering tools/tackles	3000
8	Working without appropriate electric plug-pin, RCBO	2000
9	Working without a valid Safety Work Permit	3000
10	Gas cylinder without flash back arrestor / pressure Gauges	1000
11	Gas cylinder without trolley	500
12	Unauthorized personal entering into Cordon off area	500
13	Faulty wire/ cable laying on ground or using snapped cables	500
14	Improper hand or power tools/ tackles	1000
15	Smoking at work place area.	5000
Safety violations by Transport contractors		
1	Faulty HAZCHEM displayed on Tanker	500
2	One PVC / Tychem Suit set if available	500
3	Both PVC /Tychem suit set are not available	1000

4	Fire Extinguisher without Hydro Test.	1000
5	TREM card not available	500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver)	500
7	Sleeping below the tanker	5000

*** Note:**

- 1. In case if anyone found violating for the second time, penalty of 1.5 Times will be imposed.**
- 2. In case of 3rd time violation – 15 days away from job for specific contractor labour/ supervisor of contract(s) based on violation will be imposed.**

5.0 Safety Training:

Safety training on work place safety shall be mandatory to each new contractor employee and individual Gate passes of such employees shall be stamped as Safety trained employees. On the job trainings / pep talks shall be imparted before starting the job on work site by concerned supervisor/ Safety officers.

6.0 Health of contractor employees:

Contractors have to obtain fitness certificate and show it to the RCF supervisors prior to commencement of work. It is to be ensured that no contract workers are allowed to enter the premises having major health issues or not enter after having any drug/ alcoholic drinks.

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.

General Environment Protection:

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

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-4000089	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 (DISH)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,10 AM to 1PM 4PM</u> 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 CISF for giving permission to enter RCF premises.

FORMAT FOR

PERSONAL VERIFICATION OF CHARACTER AND ANTECEDENT

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

(To be filled in duplicate)

(To be filled by individual)

Police Station :-----

District. :-----

State. :-----

(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.

.....****.....

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

GENERAL TERMS & CONDITIONS:

Duly signed & stamped copy to be submitted in Packet-8 of part I

1. DEFINITIONS:

The terms repeatedly used in the enquiry, Work Order and elsewhere during the finalization 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 Nationalized Bank, in RCF proforma, for equivalent amount and valid for the 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 Dept.

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 advice 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 Dept.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 Dept. 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 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 month 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.

40. LIQUIDATED DAMAGES:

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 there of and shall be entitled to rescind the contract wholly or in part by written letter to the contractor if:

1. The contractor dose 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 alongwith 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 within 30 days of submission of duly certified bills. Bills for the job completed shall be submitted within 15 days from the completion of job, in which case payment could take longer than 30 days.

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, and 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:

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.

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 XVIII.

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., along with 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 Dept., 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 along with 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 Dept. 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.

The Statutory / Mandatory Clauses pertaining to HR/Legal in respect Daily Rated Contract Labours (On Minimum Wages)

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

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

Minimum Wage consist of Basic Wage and the Special Allowance (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.

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

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the

applicable Statutory overheads i.e., PF @ 13.15% 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 at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

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

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

4. Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates have taken into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability.
5. The Contractor while estimating quoted rates must consider anticipated six monthly increase on account of Special Allowance (Variable DA) and statutory overheads on increased Special Allowance (VDA) which at any cost, shall not be reimbursed by RCF.
6. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
9.
 - i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.
 - ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed.

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

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

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

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
- a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
 - b) Proforma of declaration/Undertaking
 - c) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
 - d) Proforma of details to be submitted while engagement/ entry level permission to HR.
 - e) The following documents are to be submitted:
 - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
 - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
 - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
 - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.
12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:

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

15. Weekly Off/Holiday:

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

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

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

18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.

19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.

20. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.

LABOUR LICENCE

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

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

The Contractor must have his 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)	0.65% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn.Charges)	0			
Total PF	13.15 %		12%	

TOTAL			25.15 %	
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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 up to 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. 21,000/-. The provisions of The Employees Compensation Act,1923 will be made applicable to them. Contractor has to ensure the compliance of the same.

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

4. **REGISTRATION UNDER THE 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 alongwith details of full name, age, fitness, etc., of all workers to be engaged, expected date of commencement of work may be informed immediately before execution of work, so as to Register the name of the Contractor before Registering Officer of the State Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract Labours through Contractors. In addition, if the Contractor is going to engage 20 or more workers, necessary Labour

Licence under Contract Labour Act is to be obtained by the Contractor before executing the work and copy is forwarded to HR Dept.

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

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

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

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

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

Monthly bill/ regular bills of Contractors should be reimbursed only when Execution Dept., confirm after examination that the ESI, PF & minimum wage compliance is made

fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.

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

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

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

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

01. Issuance of Wage Slip one day prior to Disbursement of Wage or credit of salary to the Bank Account.
02. Online submission of ESI, PF, PT Contribution and compliance.
03. Payment of Minimum Wage and Certification on Wage Register every month.

- 04. Issue of Employment Card, Attendance Card to Contract Workers.
- 05. Pehchan Card to every coverable employee under ESI Act.
- 06. The contractor shall pay wages to his workmen either through E-Payment
Mode or cheque only. No wage payment shall be made in cash or through any other mode.

If any non-compliance, penalty 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 statute. The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or not occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the Company harmless and indemnified.

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

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

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

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

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

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

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

11.4 **WEEKLY OFF**

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS

Three National Holidays :

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

These must be granted as paid holidays to all workers.

12. HEALTH, SAFETY AND WELFARE

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

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

13. PROHIBITION OF CHILD LABOUR

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

Person below the age of 18 should not be employed.

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

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

either sub-contractor/main contractor, in respect of Contract Workers engaged by the sub-contractor. The contractors or the sub-contractors will not employ any inter-state migrant labour without the permission of Principal Employer.

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

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

1)	Indemnity Bond	On 200 Rs. Stamp paper for issuing Form 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 alongwith the no.of workers engaged.

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

15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.

- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) Contractor should complete the work as assigned during his contract period.
- d) Contractor should regulate the conditions of employment of his employees/ contract labour.
- e) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- g) All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j). Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contractors labour lies with the contractor himself.

- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep indemnified RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. CONTRACTUAL OBLIGATIONS

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

they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.

17. PRESERVATION OF REGISTERS/RECORDS

The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor 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

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

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

02. Under Minimum Wages Act

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

03. Factories Act :

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

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

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	REGISTRATION NUMBER	Company Registration number		
V	BIDDER TYPE	India/Foreign		
VI	COMPANY DETAILS	Company's Establishment year		
		Company's Nature of Business		
		Company's Legal status: Limited company/ Undertaking/joint		

		venture/Partnership/Others				
VI I	COMMUNIC ATION	Contact person	*			
		Telephone incl. ext.		<i>STD Cod e</i>	<i>Tel No</i>	<i>Extn</i>
		Mobile Phone	*			
		Fax		<i>STD Cod e</i>	<i>Tel No</i>	
		Email	*			
		Date of Birth(DD/MM/YYYY)				
		Standard communication method		<i>by email only</i>		
VI II	ACCOUNT CONTROL	If also a RCF's Customer?		<i>Yes / No</i>		
		Group Key		<i>will be filled by RCF</i>		
IX	TAX INFORMATI ON	GST Reg NO.	*			
		PAN NO.	*			
X	DETAILS OF BANK	Bank Key		<i>will be filled by RCF</i>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		Bank City	*			
		<i>9 Digit code appearing on MICR cheque</i>	*			
		<i>Telephone No. of Bank</i>		<i>STD Cod e</i>	<i>Tel No</i>	<i>Extn</i>
		<i>Fax No. of Bank</i>		<i>STD Cod e</i>	<i>Fax No.</i>	
		<i>Type of Account (for SB A/c=10, Current A/c=11 or CC=13)</i>	*			
		Region		<i>will be filled by RCF</i>		
XI	REFERENC E DATA	Industry (whether PSU, air force, military, Govt, others)	*			

		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006) Ancillary unit (Submit photocopy of whichever applicable)	*			
		Proprietor of MSE's is from SC/ST category(Submit photocopy of SC/ST if applicable)	*			
	For new vendors :					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	Enclose a blank cheque / a photocopy of the cheque.					
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
4	We hereby authorize RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorize 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

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
 - Aadhar Udyog Memorandum
- 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.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in>) or can be obtained from the Office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) No exemption shall be allowed for the submission of Security Deposit / Performance Bank Guarantee, if applicable in the particular tender.

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

(FORMAT FOR SOLVENCY CERTIFICATE)
(on Bank's Letter Head)

REF NO:.....

DATE:.....

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____ (Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs _____ (Rupees _____). M/s _____ have been our customer since _____ to date and has been granted the following limits, at present, against various facilities granted by the Bank:

.....
.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,
(Bank Official's signature & stamp

Statutory / Mandatory Clauses

7. The Central Govt., has revised Minimum Wages effective from October, 2017 by almost revising Basic wage which is a component of Minimum Wage every after 5 years is revised normally, whereas, Special Allowance (VDA) is revised six monthly. Minimum Wage consist of Basic Wage and the Special Allowance (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.

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

8. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13.15% 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 at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.
9. Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes. In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.
10. Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates have taken into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability.
11. The Contractor while estimating quoted rates must consider anticipated six monthly increase on account of Special Allowance (Variable DA) and statutory overheads on increased Special Allowance (VDA) which at any cost, shall not be reimbursed by RCF.
12. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in

- contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
 8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
 9. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.
ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules, GST TAX 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.

- ii) The agency must have obtained the applicable Labour Licence from Labour Dept., (Appropriate Authority) for engaging workers and that of including Sub-Contractors also.
Sub-Contractors should not be engaged without the written permission of the Execution Dept., and the consent of HR Dept. This should be strictly followed.
10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid (**IF applicable as per NIT**). In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
 - f) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
 - g) Proforma of declaration/Undertaking
 - h) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
 - i) Proforma of details to be submitted while engagement/ entry level permission to HR.
 - j) The following documents are to be submitted:
 - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
 - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
 - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
 - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary

credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.

12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws: Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure "E"). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.
15. Weekly Off/Holiday:
All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.
16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
18. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.

Penalty for late payment of Statutory Dues (i.e ESI, PF....etc)

Statutory payment of contributions towards ESI & PF in respect of wages/salary of the Contract employees is required to be deducted and paid by 15th of the next month and as an administrative measures to enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.

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

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)

*New Forming
→ developed ←*

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

Kindly allow the following persons of M/s. _____ to enter the premises of RCF for the 1st time. Details of our employees are as below:
 Ref: Work Order No. _____ LOI No. Dated _____
 The Asst. Commandant
 CISF Unit, RCF Ltd.
 Mumbai -400074

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

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

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

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

Penalties/ Disciplinary actions for Safety violations for contract employees

Scope: This Procedure applies to workers including Contractors, subcontractors, consultants and their supervisors who conduct and perform work activities and services in all RCF's Operating Areas at Trombay unit.

General Requirements and Responsibilities: Contractors, subcontractors, consultants and their supervisors must comply with the following requirements;

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

4.0 Definitions:

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

4.2 Disciplinary Actions: Penalty, termination of Contract(s) for Contractors, subcontractors, consultants and their supervisors shall be applicable as per Annexure-I

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (Rs.)
		I st time violation (Calendar Year)
1	Working without wearing safety helmet	1000
2	Working without wearing shoes	1000
3	Working without wearing safety goggle during handling of hazardous chemicals, acid/alkali etc.	1000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters.	2000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on acid/alkali lines and equipment's.	1000
6	Not using PPEs, tools/tackles as mentioned in Safety Work Permit	1000
7	Working without valid test certificate for lifting/ lowering	3000

	tools/tackles	
8	Working without appropriate electric plug-pin, RCBO	2000
9	Working without a valid Safety Work Permit	3000
10	Gas cylinder without flash back arrestor	1000
11	Gas cylinder without trolley	500
12	Unauthorized personal entering into Cordon off area	500
13	Faulty wire/ cable laying on ground or using snapped cables	500
14	Improper hand or power tools/ tackles	1000
15	Smoking at work place area.	5000

Safety violations by Transport contractors			
1	Faulty HAZCHEM displayed on Tanker		500
2	One PVC / Tychem Suit set if available		500
3	Both PVC /Tychem suit set are not available		1000
4	Fire Extinguisher without Hydro Test.		1000
5	TREM card not available		500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver)		500
7	Sleeping below the tanker		5000

*** Note:**

- 1. In case if anyone found violating for the second time, penalty of 1.5 Times will be imposed.**
- 2. In case of 3rd time violation – 15 days away from job for specific contractor labour/ supervisor of contract(s) based on violation will be imposed.**

5.0 Safety Training:

Safety training on work place safety shall be mandatory to each new contractor employee and individual Gate passes of such employees shall be stamped as Safety trained employees. On the job trainings / pep talks shall be imparted before starting the job on work site by concerned supervisor/ Safety officers.

6.0 Health of contractor employees:

Contractors have to obtain fitness certificate and show it to the RCF supervisors prior to commencement of work. It is to be ensured that no contract workers are allowed to enter the premises having major health issues or not enter after having any drug/ alcoholic drinks.

INTEGRITY CLAUSE

RCF is committed to ensure that it carries its business with integrity and transparency. The Company has framed rules to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling RCF to procure/ undertake the Project/Work (Delete what is not applicable) at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RCF will commit to prevent corruption, in any form, by its officials.

RCF has therefore laid down the following transparent procedures (wherever required is referred to as the 'Integrity Pact')

which is expected to be adhered by the Company as well as the BIDDER:

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to RCF with full and verifiable facts, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

2. Commitments of BIDDER:

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the

bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 2.4 BIDDER shall disclose the name(s) and address (es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 2.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 2.6 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 2.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforestated.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an

employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender.

The term `relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

3. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last three years, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.
- ii. The BIDDER agrees that if it makes any incorrect statement in the bid, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

4. Earnest Money / Security Deposit

- 4.1 The value and the validity of the Earnest Money / Security Deposit required to be given by bidder shall be as mentioned in NIT.
- 4.2 In case the successful BIDDER violates any of the terms of NIT, RCF shall be entitled to forfeit the EMD/SD without assigning any reason.

5 Sanctions for violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is

due to the BIDDER from RCF in connection with any other contract for any other Project/Work/Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
 - vi) To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
 - viii) To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
 - ix) In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
 - x) Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of RCF to the effect that a breach of the provisions of the conditions has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

6. Facilitation of Investigation

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

7. Law and Place of Jurisdiction

Indian Law shall be applicable to the NIT and Courts in Mumbai shall have Jurisdiction.

8. Other Legal Actions

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

9. Validity

- 9.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded

Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.

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