



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
IES Department, Instrument Workshop, RCF Trombay Unit, Chembur,
Mumbai 400 074, Maharashtra, INDIA
Phone: 00 91 22 2552 2070 / 2888 Fax: + 91 22 2552 2235
CIN no.: - L24110MH1978GOI020185

NOTICE INVITING TENDER

FOR

**CONTRACT FOR CONSULTANCY SERVICES REGARDING
FACILITATION IN ISSUANCE OF SOLAR REC'S FOR 2 MWP
SOLAR POWER GENERATION PLANT AT RCF, TROMBAY UNIT.**

TENDER NO: CC/EES/ELEC WS/560/L/2223/105 DATED: 19.04.2022

IMPORTANT DATES

DUE DATE & TIME OF SUBMISSION OF BID: 03.05.2022 at 16.00 HRS IST

TENDER OPENING DATE & TIME: 03.05.2022 at 16.00 HRS IST

Contact Details:

- 1) RCF Help Line Number: 022-25523177 / 022-2552 2760 (10.00 am to 5.00 pm)
- 2) Mrs. Leena Naik, Mngr (I), (Tel:+91 22 2552 2993), e-mail: lpadwal@rcfltd.com
- 3) Mr. Parau Murmu, CM (MES) (Tel: +91 22 2552 2624)

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

Kindly note that only online bid shall be considered against this tender.

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>

<u>THIS TENDER DOCUMENT CONTAINS:</u>		
S.N	Documents	Item details
1	NIT	Instruction For Bidders
2	ANNEXURE-I	Process Compliance
3	ANNEXURE-II	Pre-qualification Details
4	ANNEXURE-III	Technical Bid (Scope of Work)
5	ANNEXURE-IV	Commercial Terms & Conditions
6	ANNEXURE-V	Unpriced techno-commercial bid
7	ANNEXURE-VI	Vendor Updation Form
8	ANNEXURE-VII	Undertaking
9	ANNEXURE A	General Terms & Conditions incl. Special Attachment like List of Approved Bankers
10	ANNEXURE B	Benefits for MSME Vendor
11	ANNEXURE C	GST & Tax Compliance Clauses
12	ANNEXURE D	Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.
13	ANNEXURE-E	HSE Requirement
14	ANNEXURE-F	Statutory / Mandatory Clauses
15	ANNEXURE-G	Form-VII

INSTRUCTIONS FOR BIDDERS

1. e-TENDERING PROCEDURE:

The procurement shall be carried out through submission of online e-tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Web site of CPPP www.eprocure.gov.in on line 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) is sued by any of the valid Certifying Authorities to participate in the on line tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer bidder's manual kit available on bidder's section on e-tender in website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Center (022-5522760) for registration and bids submission procedures.

It is advised that the bidder uploads small sized documents (preferably upto 5 MB) at a time to facilitate in easy uploading in to e-tendering site. Standard documents required for tenders can be uploaded in 'Myspace' facility in your account. Maximum size allowed for offer submission is 25MB.

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).

BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

Note: e-Procurement system does not allow submission of documents after due date of tender. In complete Form or non-submission of documents to verify details shall result in to rejection of your offer and no communication shall be done by RCF regarding the same.

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

PART-I: UNPRICED TECHNO-COMMERCIAL BID: Bids should be submitted as per following instructions only

Packet 1	Annexure-I	Scanned copy of "Process compliance statement" printed on bidder's letter head with duly signed by appropriate authority.
Packet 2	Annexure-II	Scanned copy of "Pre-qualification Details" with complete information along with supporting documents as required by RCF.
Packet 3	Annexure-III	Scanned copy of acceptance to "Technical Bid (Scope of Work)" printed on bidder's letter head with duly signed by appropriate authority.
Packet 4	Annexure-IV	Scanned copy of "Commercial Bid" printed on bidder's letter head with duly filled and signed by appropriate authority.
Packet 5	Annexure-V	Scanned Copy of "Taxes and SAC/HSN codes for all type of jobs" printed on bidder's letter head with duly filled and signed by appropriate authority.
Packet 6	Annexure-VI	Vendor Data in "Vendor Updation form" with scanned copy of PAN card & Cancelled cheque
Packet 7	Annexure-VII	Scanned copy of "UNDERTAKING" printed on bidder's letter head with duly signed by appropriate authority.

PART-II: PRICE 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. 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 result into non - acceptance of your offer by e-Procurement System.
2. 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 will not be accepted by system)
3. Please save your BOQ sheet (Price bid) without changing it's name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given above.
4. For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender documents.
5. **Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only:**
 - a) **Bidders Name:** Kindly put complete name of bidding firm/company.
 - b) **Basic Price:** Kindly put the 'Basic rate per unit' e.g. Rs. 500 per Unit in white cell in front of each item you want to quote. Blank field/cell will be considered as a 'regret' for that item.

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.

1 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.

2. 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.
3. 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.
5. The contract labours engaged who are covered / registered under ESIC should carry E- Pehchan card while on duty on working days.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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)**

Process Compliance Form

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

To
M/s. RCF Ltd.

Attention:

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

Dear Sir,

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

We hereby confirm the following –

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

With regards

Signature with company seal

Name :-
Company / Organization :-
Designation within Company / Organization :-
E-mail Id :-
Tel no :-
Mobile no

PREQUALIFICATION CRITERIA FOR EVALUATION

OFFERS OF THE VENDORS WHO MEET THE FOLLOWING TECHNICAL / COMMERCIAL CRITERIA SHALL ONLY BE CONSIDERED FOR FURTHER EVALUATION:

The Bidder should meet all the following requirements in order to be eligible to compete for the award of the tendered work. RCF reserves the right to contact, verify information, references and date etc. submitted by the Bidder without any further reference to the Bidder.

Please fill the details in front of each criteria mentioned below and upload signed & sealed copies of SUPPORTING DOCUMENTS in PACKET No.2		
Name of Bidder -		
Address of the firm: -		
Name and contact details of contact person for further communication:-		Name
		Tel. No.:-
		Mobile no.:-
		E mail ID :-
Sr.	Criteria	Document Required
1	Bidder should submit at least one work order copy for successfully completed similar type of job during last 7 years.	<input type="checkbox"/> submitted <input type="checkbox"/> not submitted
2	Bidder shall submit PAN Card copy	<input type="checkbox"/> submitted <input type="checkbox"/> not submitted
3	The Bidder should enclose copy GST Registration certificate. If not available then declaration for not having GST no. to be given.	<input type="checkbox"/> submitted <input type="checkbox"/> not submitted
4	PF or submission of proof of challan submitted to the concerned office: Enclose copy of certificate (MANDATORY)	<input type="checkbox"/> submitted <input type="checkbox"/> not submitted
5	ESIC or submission of proof of challan submitted to the concerned office: Enclose copy of certificate (MANDATORY)	<input type="checkbox"/> submitted <input type="checkbox"/> not submitted
Signature with stamp.		

ANNEXURE-III

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-3 of bid)

SCOPE OF THE WORK FOR CONSULTANCY SERVICES REGARDING FACILITATION IN ISSUANCE OF SOLAR REC'S FOR 2 MWP SOLAR POWER GENERATION PLANT.

Brief job description:

The 2 MWp Solar Power generation project, commissioned on 6th January 2016, is entitled for issuance of REC (Renewable Energy Certificates). The project has been granted REC registration by the Central Agency (NLDC) on 5th Feb 2016.

As per the present regulation, 1 REC is issued for each MWh renewable energy produced. These certificates can be used to meet the compliance of RPO (Renewable Purchase obligations), if any and / or can be traded on the power exchange.

Party has to provide consultancy services regarding facilitation in Issuance of Solar REC's for 2 MWp Solar Power generation plant at RCF Ltd. Chembur.

Party scope:

1. Submission of the certified generation report (Energy injection report) along with requisite supporting documents to SLDC (State Load Dispatch Centre)
2. Pursuant of recommendation by SLDC uploading the same on the REC website.
3. Submission of SLDC report to NLDC and follow up with them for the issue of REC.
4. Any other services required during contract period for Issuance of Solar REC's and its trading which are not mentioned above shall be in bidder scope.
5. Assistance in Payment of statutory fees/charges to SLDC, NLDC and any other statutory body related to Issuance of Solar REC.

RCF Scope:

Payment of statutory fees/charges to SLDC, NLDC and other statutory body related to Issuance of Solar REC.

Mode of quotation-

S.N	Job detail	UOM	Qty	Unit Rate (Rs.)	Amount (Rs.)
1	REC Issuance Charges on monthly basis for the year 2022-24	Month	24		
2	Taxes if any				
3	Total with taxes				

Validity Period- Contract shall be valid for the period of two years from the date of issue of the work order.

Payment Term: Payment shall be made on 30th day from the date of submission running bills to Contract Cell (E) with deduction of income tax, as per actual quantum of work executed.

COMMERCIAL TERMS & CONDITIONS

BIDDER'S NAME:		
Please fill the details in front of each criteria mentioned below and upload signed & sealed copies of SUPPORTING DOCUMENTS in PACKET No.4		
NOTE: Please note that any blank field left in the preceding confirmation box will be treated as 'Agreed' only for offer evaluation.		
NO.	DESCRIPTION	Bidder Confirmation (Please put ✓ in front of your confirmation or delete which is not applicable)
1	VALIDITY OF OFFER Your Offer shall be valid and firm for at least 120 days from the date of bid opening.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	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
3	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
4	FIRM PRICE CLAUSE: Price shall be FIRM till the execution of contract.(Price shall be firm else offer will not be considered)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	SUBMISSION OF ID PROOF All the persons / contract workers entering the RCF premises shall be required to produce copy of valid identity proof.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	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 the RCF premises. Otherwise Rs 900/- shall be deducted from your running bill.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	Whether the party is registered under Micro/Small/Medium Enterprises Act 2006 (please furnish the proof. Submission of Udyog Aadhaar Memorandum (UAM) copy is mandatory to avail facilities offered to MSME vendors.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes Submitted the copy of UAM <input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable <input type="checkbox"/> Women Entrepreneur
8	Whether the Proprietor of "MSME" Enterprise is from SC/ST category (please attach cast certificate issued by competent authority specifying your Udyog Aadhaar number) Submission of Udyog Aadhaar Memorandum (UAM) copy is mandatory to avail facilities offered to MSME vendors	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes Submitted the copy of UAM
9	CONTRACT PERIOD The validity of contract shall be for the period of <u>TWO YEARS from the date of issue of Work-order.</u>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
10	TAXES & DUTIES Please mention in the price bid any taxes like GST etc. If applicable separately, as percentage. If nothing is mentioned it will be assumed that no taxes/ duties are applicable. %

11	<p>PAYMENT TERMS 100% Payment shall be released on 30th day from the date of submission of invoice to Contract Cell, after successful execution of job, after deduction of income tax and as per actual quantum of work executed, along with all necessary documents and after certification from user department.</p> <p>In case of any discrepancy in the invoice, Bidder has to resubmit the corrected invoice to Contract Cell and payment shall be released on 30th day from the resubmission date.</p> <p>Penalty of Rs. 100/- per week or part thereof subject to maximum of 5% of invoice value shall be levied if complete invoices in all respects i.e. supporting documents are not submitted within 30 days from the date of execution of the job.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
12	<p>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.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
13	The job will be done as per the scope of work in total.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
14	<p>TRAVELING Travel expenses to & fro from your work place to RCFL, Mumbai shall be included in basic rates.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
15	<p>LODGING & BOARDING Lodging and boarding charges shall be included in basic rates.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
16	<p>CONVEYANCE Charges for local Conveyance shall also be included in basic rates.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
17	Whether bidder is currently on holiday list / black list / delisted or has been put on holiday / blacklisted / delist at any PSU / Govt. Organization. If so, give details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY (NOTE: Non acceptance or deviation to standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	<p>DEVIATION IF ANY Any deviation is to be given in separate page below this annexure of Commercial Terms & Conditions</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
SIGNATURE WITH STAMP ON ALL PAGES		

UNPRICED TECHNO-COMMERCIAL BID.

Please fill the details in front of each item mentioned below and upload signed & sealed copy of in PACKET No.5

S. N	Description of Job	UOM	Qty	SAC/HSN Code	Applicable GST
1	REC Issuance Charges on monthly basis for the year 2022-24	Months	24		

ANNEXURE – VI

Please fill the details in front of each criteria mentioned below and upload signed & sealed copies of SUPPORTING DOCUMENTS in PACKET No.6

VENDOR DATA UPDATION FORM						
-	Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.					
	Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.					
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
III	SUPPLY STATE	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		<i>STD Code</i>	<i>Tel No</i>	<i>Extn</i>
		Mobile Phone	*			
		Fax		<i>STD Code</i>	<i>Tel No</i>	
		Email	*			
		Standard communication method		<i>by email only</i>		
V	ACCOUNT CONTROL	If also a RCF's Customer?		<i>Yes / No</i>		
		Group Key		<i>will be filled by RCF</i>		
VI	TAX INFORMATION	CST Reg NO. for C forms				
		LST No. (Local VAT REG NO)				

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

ANNEXURE – VII

Declarations to be submitted as under in PACKET 6 on party's LETTER HEAD DULY SIGNED AND SEALED "UNDERTAKING" as under ON LETTER HEAD.

I/We have read, understood and agreed for:

S.N	Annexure	Description
1	Annexure-A	General terms & conditions
2	Annexure-B	Benefits to micro and small enterprises
3	Annexure-C	Terms and Conditions related to GST & Tax Compliance Clauses
4	Annexure-D	Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.
5	Annexure-E	HSE Requirements
6	Annexure-F	Statutory / Mandatory Clauses
7	Annexure-G	Form - VII

(Sign and Seal of Tenderer/Authorized person)

GENERAL TERMS & CONDITIONS**1.0.00 Definition**

The term 'CONTRACT' shall mean and include the Notice Inviting Tender (NIT) the Instructions to TENDERER, the Tender, Letter of Intent accepting the tender in part of full, Special and General Terms and Conditions, Directions, and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations if any, r any other authorized CONTRACT documents, and those general and special conditions that may be added subsequently or such other documents, drawings, specifications as may be prescribed.

The terms 'CONTRACTOR', shall mean the person(s), firm, company with whom, a CONTRACT has been entered into and shall be deemed to include their representatives, heir, executors and administrators, successors and permitted assignees of such person, person(s), firm or company.

The terms 'RCF' shall mean Rashtriya Chemicals & Fertilizers Limited having its Registered Office at 'Priyadarshini', Eastern Express Highway, Sion, Mumbai 400 022 and shall be deemed to include their successors and/or assignees, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the CONTRACT.

The Term 'TENDERER' shall mean the person(s), firm or company who offer(s) a tender or quotation duly signed in response t the invitation to tender issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees to such person(s), firm or company.

1.1.00 Instructions for submission of Tender

Every tender shall be made out in English, Hindi or Marathi language. All other information will also be supplied by the 'TENDERER' in English, Hindi or Marathi language. Only one language will be used in the tender. In case of conflict the English version shall prevail. All amounts shall be indicated by TENDERER both in works as well as in figures. Whether there is difference between prices quoted in figures, and words, corresponding amount quoted in words shall prevail.

Tenders should be free from overwriting. All corrections should be duly attested by the tenderers. Tenders should be signed by tenderer manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or stamp. The legal instrument of authority either in original or a certified copy thereof empowering the person(s) signing their tender, should accompany the tender. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances.

All tenderers are requested to submit their tenders STRICTLY as per the instructions given below. Tenders should either be submitted personally in the tender box at the Office of Operations Manager, Instrument workshop, Rashtriya Chemicals & Fertilizers Ltd.,Chembur, MUMBAI - 400 074, INDIA, or sent by Registered Post to the same address so as to reach well in advance of the closing date and time. The envelopes containing the tender should be super scribed with The Tender No. and Date of opening.

1.2.00 Submission of Tenders

Tenders are to be submitted in quadruplicate and should be type written. Tenders are to be submitted in triple sealed covers as follows:

1.3.00 Technical part of tender

The first sealed envelope should contain all copies of technical details of the tender. The cover should be clearly marked "Technical part of tender".

1.4.00 EMD & Unpriced Commercial part of Tender

The second sealed envelope should contain Earnest Money Deposit and Copies of Unpriced commercial part of tender. The cover should be clearly marked "Un priced Commercial part of Tender".

1.5.00 Commercial Tender with Price

The third sealed envelope should contain all copies of the Commercial part of the tender with Price details. The cover should be clearly marked "Commercial part of tender with Prices". All the three envelopes should be put into an outer envelope duly sealed. All these four envelopes should be properly super scribed with our "Tender No. and Due Date and Brief Description and the Name of the CONTRACTOR for proper identification.

2.0.00 Clarifications

2.0.01 In case clarifications are required on invitation to tender the TENDERER shall approach RCF in writing well before the opening of the technical part of the tender, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the TENDERER of any of the obligations stipulated in the invitation to tender.

2.0.02 The invitation to tender with annexure and all attachments will be considered to have been read, understood and accepted by the tenderers unless otherwise specifically stated by them in writing well before the scheduled opening of the technical part of the tender.

2.0.03 The terms and conditions as embodied in the CONTRACT shall be final and any other terms mentioned in the supplier's tender but not included in the CONTRACT shall be deemed as rejected by RCF.

3.0.00 Tender opening

3.0.01 Tenders will be opened in two stages

Part I – Technical & Unpriced Commercial part of the tender.

Part II – Commercial part of the tender with prices.

3.0.02 The Technical and Unpriced Commercial part of tender (part-I) will be opened on the prefixed date in the presence of TENDERERS (only public tenders) and their representatives who desire to attend the tender opening.

3.0.03 The Commercial part of tender with Prices (part-II) shall be opened in public (only public tenders) after the corresponding Technical and Unpriced Commercial part of the tender are scrutinized and possible clarifications obtained from such tenderers as may be required so as to bring the tenders at part technically.

3.0.04 Based on clarification, the TENDERER may be asked to submit if required, revised sealed commercial part of the tender with prices (Part-II).

3.0.05 Tenderers will be given adequate notice regarding date and venue of public opening.

4.0.00 EARNEST MONEY DEPOSIT

EMD is to be deposited as per following instructions, EMD other than below mentioned mode shall not be considered:

ONLINE DEPOSIT: EMD to be deposited in RCF's account through payment gateway available on our website at: www.rcfltd.com under 'Portals' → 'EMD Payment' ("Click here" for EMD payment Tender no: E2531705299). Submit the acknowledgement/receipt of online

EMD Payment along with your offer. EMD other than above mentioned modes shall not be considered. Government of India Undertakings, Small Scale Industries Registered under single point registration with National Small Scale Industries Corporation and RCF Ancillary Units are exempted from the payment of Earnest Money Deposit.

4.1.00 Forfeiture of Earnest Money Deposit

If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the security deposit for faithful performance of the CONTRACT within the stipulated time the amount of Earnest Money is liable to be forfeited.

4.2.00 Refund of Earnest Money

Earnest Money Deposit will not carry any interest. Earnest Money Deposited by the unsuccessful tenderers will be refunded as soon as possible. Earnest Money Deposit of successful TENDERER will be refunded after the successful TENDERER furnishes the security deposit.

5.0.00 SECURITY DEPOSIT

The Security Deposit for proper & timely fulfillment of the CONTRACT has to be paid by every successful TENDERER. No exemption will be made. The scale of security deposit to be furnished is as under **or as specified in the bid abstract sheet of the tender:**

For the first Rs.10 lakhs - 10% of CONTRACT value (Purchase order + Work order).

For the next Rs. 10 lakhs - 7.5% of CONTRACT value

For above Rs.20 lakhs - 5% of CONTRACT value.

The CONTRACTOR will have to give security deposit as specified in the tender in the form of either a Demand Draft in favour of Rashtriya Chemicals & Fertilizers Limited payable at Mumbai, or by means of a Bank Guarantee as per RCF's proforma (as Annexure-D) from any Nationalized/ Scheduled Bank included in the RCF's approved list of Banks for Bank Guarantees attached at Annexure-E. The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the tender. The Bank Guarantee should be forwarded by the CONTRACTOR's Banker directly to RCF with the covering letter of the Bank. RCF reserves the right to insist on Security Deposit in the form of Demand Draft from any CONTRACTOR.

5.0.01 In case of foreign supply, the Bank Guarantee submitted by the foreign bank should be counter guaranteed/confirmed by State Bank of India, Commercial Branch, Swastik Chamber, Sion-Trombay Road, Chembur, Mumbai 400 071, India. The charges of the confirmation if any will be borne by the CONTRACTOR.

5.0.02 In the event of any breach of any of the terms and conditions of the CONTRACT or the CONTRACTOR neglects, delays or fails to perform the CONTRACT, RCF shall have the right to forfeit the security deposit. The security deposit shall not bear any interest.

6.0.00 PERFORMANCE GUARANTEE

The CONTRACTOR shall provide Bank Guarantee for performance, in case of is specified in invitation to tender, equivalent to value of security deposit for a period of 12 months from the date of commissioning or 18 months from the completion of supplied whichever is earlier (or as specified in invitation to tender). Security deposit can be converted into Performance Guarantee at the discretion of RCF.

7.0.00 VALIDITY OF TENDERS

All tenders should be kept valid for acceptance for 120 days from the tender closing date unless otherwise specified in tender invitation. Tenders of lesser validity period may not be considered. In case of revised commercial tenders with prices (Part-II) for validity period, the date will be reckoned from the date on which revised commercial tenders with prices were opened.

8.0.00 TENDER INFORMATION

Tenders should include inter alia the following information.

Technical & Unpriced commercial part of tenders (part-I)

Technical Part.

- a)- Invitation to tender No.
- b)- Scope of Supply.
- c)- Complete description of equipment/material supported by brochure, catalogue and/or other descriptive standard documents.
- d)- Completed data sheets as per the requirement of the tender.
- e)- Lay out drawings of sketched with (approximate) dimensions of equipment and indications of limits of supply.
- f)- Information on shipping weights and volume with special attention to heavy and over size package.
- g)-Itemized list of spare parts of
 - i)- Erection and commissioning
 - ii)- Two years operation.
- h)- Initial supply of spare parts will be ordered on the successful TENDERER. For further orders of spares the TENDERER shall indicate the nearest sources of supply from MUMBAI.
- i)- List of Special Maintenance tools, material fixtures and special erection tools and equipments.
- j)- TENDERER shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
- k)- List of similar equipments in operation indicating there in whether visits to the plants can be arranged.
- l)- Third party inspection programmed and scope of work.
- m)- Nature of Maintenance assistance available or offered by the TENDERER.
- n)- Nature of Erection and commissioning assistance offered by the TENDERER.
- o)- The TENDERER should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.
- p)- A certificate that the technical tender is in total conformity with RCF's specification and if not the list of exclusions and/or deviations.
- q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

II Unpriced Commercial part of tenders

- a)- Invitation to tender No.
- b)- Earnest Money Deposit, Draft No. and date, Payee Branch of the Bank.
- c)- Terms of payment.
- d)- Guaranteed delivery period for each item
- e)- Places of manufacture with the address.

- f)- Statement that the liquidated damages or the force majeure clause of RCF and standard terms and conditions are agreeable.
- g)- Statement showing that the security and performance guarantee clauses, standard terms and conditions are fully agreeable.
- h)- Country of Origin.
- i)- Statement showing the date of expiry of agreement with the Labour Union of the CONTRACTOR.
- J)- Statement that shipping terms are defined by INCOTERMS 2000.
- K)- Copies of commercial part of tenders with all prices duly blanked out.
- L)- Certificate showing that the offer is in total conformity with the terms and conditions as specified in the NIT. If not, list of all deviations should be given with proper justification.
- m)- Particulars relating to tenders as follows:
 - 1)- Year of establishment.
 - 2)- Name of Bankers.
 - 3)- Certificate of CONTRACTOR's financial status from Contractor's Bankers.
 - 4)- Name of the bidders for whom similar orders have been executed earlier with their address and dates of equipment supplies and certificate from such companies/firms for the orders which have been executed.
 - 5)- Status of TENDERER from duly filled should be enclosed. (Refer Annexure-III).
 - 6)- Latest Income tax Clearance Certificate/PAN No. (Xerox Copy) In case RCF wants to see the original Income Tax clearance certificate, the same should be produced at short notice.
 - 7)- Sales Tax Registration No., Sales Tax Clearance Certificate. If exempted from Sales Tax, exemption certificate.

III Commercial part of tenders with prices (part-II)

- a)- Invitation to tender No.
- b)- Tender abstract sheet,
- c)- Price schedule price schedule should be given as per RCF format.
- d)- Item wise price list of recommended spare parts.
- e)- Tenderer's after sales service charges if any.
- f)- Certificate that prices are valid for 120 days from the tender closing date for placement of Purchase Order/work Order.
- g)- A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.

9.0.00 Currency and Country of Origin

9.0.01 Currency.

Tenderers shall submit the tenders either in the currency of their country or the currency in which they will be paid. However, in contracts for supply and installation of equipment, the tenderers should state the portion of the tender price relating to the Erection/Installation in Indian Rupees.

Country of Origin.

The tenderers will have to furnish information regarding the country of origin of the goods and works in their tender documents.

10.0.00 Transmission of Tenders

All tenders should either be submitted in Tender Box in the office of Chief Materials Manager (Purchase), Administrative Building, (Ground Floor) Rashtriya Chemicals & Fertilizers Ltd., Chembur, Mumbai 400 074, INDIA or sent by courier/ Registered post to the same address so as to reach well in advance of the closing date and time. In their own interest the tenderers are advised to notify the Chief Materials Manager by cable/telex, date and place of dispatch of tenders, TENDERS RECEIVED AFTER CLOSING DATE ARE LIABLE TO BE REJECTED.

11.0.00 Accompaniments

All tenders must be complete in all respect & should conform to all requirements set forth in the enquiry, annexure and attachments. The contents of the tender invitation, annexure and the attachments will be considered to have been read, understood and accepted by all the tenderers. All deviations from the specifications set forth in the enquiry should be properly brought out in the Technical Tender.

12.0.00 Compensation for submission of tender

Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though Rashtriya Chemicals & Fertilizers may elect to withdraw the invitation to tender or reject all tenders.

13.0.00 Pricing.

Tenderer's quotations must conform in all respects to the applicable specifications, drawings, data sheets, terms and conditions of this invitation to tenders. TENDERER must certify that his quotation complies with all enquiry documents and specifications. Exceptions, and deviations if any should be specifically stated. In the event of the TENDERER not giving any exceptions and deviations in the tender then it will be construed that the TENDERER has accepted RCF's invitation to the tender in full.

TENDERER may offer a supplementary or alternative proposal (viz his standard design) but in doing so he must state all deviations and/or exceptions to the tender. Generally a tender offering only the alternative solution is not accepted.

Tenderers should quote unit and lump sum prices. The price so quoted should be all-inclusive and no claim for extras will be entertained.

Tenderers should clearly indicate in the tender whether they are availing Modvat Credit or such other Credits or Duty Draw Backs. In such cases the TENDERER should state in the tender that they have considered all such benefits for quoting their price in the tender.

The Unit rate quoted in the tender will form the basis of compensation, if the scope of work is altered within mutually acceptable limit.

The tender shall be based on firm F.O.B/F.A.S. price and on reliable basis estimate of the freight cost from the port of loading to Mumbai Port should also be given. Where there are special shipment terms for ODC/heavy lifts covered by special freight CONTRACT which will have to be unloaded by ship's own Derricks/Jumbo cranes destination port, price shall be on C & F terms only. The Indigenous Tenderers shall quote free delivery at RCF Trombay site, and also give separately a reliable estimate of freight/transportation charges to site.

13.0.07 Tenderers are required to state the name of proposed manufacturers of every item of equipment, which does not fall under their manufacturing range at the time of submitting the tender. All tenders shall be in the currency of the country from which the equipment and services are to be acquired in case of Tenders submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s). Tenders submitted by Manufacturer(s) located in Indian and Foreign sub-supplier(s) and Tenderers submitted by Foreign Manufacturer(s) with sub-supplier(s), located in India.

The tender documents shall be arranged to show separately the expenditure in Indian and Non-Indian currency.

TENDERER shall quote all prices including percentages of total price in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasures or overwriting of any kind in the tender may render the tender to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written again. The TENDERER shall have to attest the corrections.

14.0.00 Price adjustment/escalation

THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT TO NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD, except for Statutory Levies namely Excise Duty, Sales Tax and Octroi. Rate of Excise Duty, Sales Tax and Octroi, applicable on the date of submission of the tender should be clearly mentioned in the tender. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory Levies RCF shall restrict the payment of Statutory Levies as prevalent on the delivery date, as mentioned in the Purchase Order or Work Order and amendment(s) thereto. TENDERER shall submit to RCF necessary documentary evidence as may be required to enable RCF to determine the rates of Statutory Levies applicable on the contractual delivery date.

15.0.00 Agency Commission

THE TENDERER should indicate the agency commission included in their offer payable to agents in India, if any. The agency commission shall be payable in equivalent Indian Rupees against separate invoice from Indian Agents within 30 days after receipt and acceptance of materials.

16.0.00 Tenderer's Obligation

- i)- To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.
- ii)- To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.
- iii)- Place goods alongside vessel of dock in FAS and on board in case C&F, FOB tenders and deliver material free at our Trombay site in case of Indian tenders.
- iv)- Provide RCF with clean on board Bill of Lading or clear R.R.
- v)- Make good any damage or loss or both, until goods are delivered alongside in FAS and on board in C&F and FOB contracts and in respect of Indian Contracts, until goods are delivered or until goods are delivered to carriers in case of ex-factory delivery or until goods are delivered to RCF site in case of free delivery to RCF.
- vi)- Before submitting the tenders, the tenderers should satisfy themselves of all existing conditions, limitations and official regulation at the site of the work and en-route and the laws governing the CONTRACT. No claim whatsoever shall be entertained on the grounds of ignorance of site conditions and/or conditions prevailing in the surrounding areas.

17.0.00 Standard & Measurements

Codes or standards equal or of higher quality than the codes or standards stipulated in the Invitation to Tender will be acceptable. Where a brand name with the phrase "or equal" have been specified in the Invitation to tender. TENDERER may quote for alternative articles or materials, which have similar characteristics and provide equal performance and quality to that specified. Metric system has been adopted in the preparation of all design, engineering, and drawing including piping and tubing schedules. The tenderers also shall follow the metric system.

18.0.00 Right of Acceptance & Rejection of Tender

RCF reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained by RCF from unsuccessful tenderers.

18.0.01 Past Performance of the Contractors

The Contractors whose past performance have been found not satisfactory, in the opinion of RCF, then, RCF reserves the right to refuse the tender documents, or reject the tender while opening or evaluating the tenders. The decision of RCF regarding performance evaluation shall be final.

19.0.00 Splitting of Tender

RCF reserves the right to split the tender in parts and to award the contract in full or in parts.

20.0.00 Right of cancellation of CONTRACT

20.1.00 RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

20.1.01 The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.

20.1.02 The CONTRACTOR fails to execute the job in time.

20.1.03 The quality of the supply/part supply received is poor or not in conformity with the requirement.

20.1.04 The CONTRACTOR attempts for any corrupt practices.

20.1.05 The CONTRACTOR becomes bankrupt or goes into liquidation.

20.1.06 The CONTRACTOR makes a general assignment for the benefit of creditors.

A receiver is appointed for any of the property owned by the contractor.

20.2.00 Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.

RCF in that event will be entitled to

get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.

20.3.00 RCF also reserves the right to cancel the CONTRACT due to Force Measure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

21.0.00 Termination of CONTRACT for Convenience

21.0.01 RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination if for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective. The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices. For the balance work RCF may opt:

a)- to have any portion completed at the CONTRACT terms and conditions.

b)- to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work

22.0.00 Correspondence

All correspondence in respect of this invitation to bid should be made in English quoting bid invitation reference number appearing on the front page. Correspondence should be addressed in duplicate to: The Operations Manager, Instrument workshop, Rashtriya Chemicals & Fertilizers Limited, Chembur, MUMBAI 400074, INDIA. fax should be sent at the following nos. Fax No. +91(22) 25522235

23.0.00 Comparative Analysis of Tenders

All tenderers, in whatever currencies they are will be converted into Indian Rupees for the purpose of comparison. The rate of exchange used for such valuation will be those published by the Reserve Bank of India and ruling on the date of opening of the price tender, unless there is abnormal change in the value of currencies before the award of CONTRACT. In such event the exchange rate ruling at the time of decision to notify the award of CONTRACT to the successful TENDERER will be used.

Comparison will be made between Indian offers (competitive) and Foreign offers on the basis of the landed price. RCF may however, give a margin of price preference to Manufacturers located in India at its sole discretion.

To determine the best evaluated TENDERER, factors other than the price will also be taken into consideration. The following points will enter into evaluation.

- i)- Tenders quoting firm price will be given preference over the tender's prices subject to escalation.
- ii)- Guaranteed delivery period as stipulated in the invitation to tender.
- iii)- Technical Quality (efficiency, reliability and suitability)
- iv)- Terms of payment – an Interest rate of 12 %] per annum or such other rate as decided by RCF from time to time will be used to compute the evaluation of prices in case of advance or progressive payments.
- v)- Tenderers' experience in manufacturing similar equipment for similar duties and whether such equipments are in service and operating successfully at designed conditions.
- vi)- Maintainability and availability of maintenance assistance/support in India.
- vii)- Cost and availability of spare parts.
- viii)-Cost of vendor's assistance in Erection and commissioning.
- ix)- Cost of expediting and inspection.
- x)- Tenderers' guarantee (nature of warranty and warranty period).
- xi)- Compliance with tender terms, specifications, drawings and data sheets.
- xii)- Willingness to give shop drawings of spare parts and main equipments.
- xiii)- Tenders from Indian Public Sector Units.

24.0.00 Terms of payment.

24.0.01 Foreign Suppliers: The material will be paid for the currency of the country of origin. In case the CONTRACT stipulates erection at the Indian site the charges for erection will be paid only in Indian currency. Therefore, the TENDERER should clearly mention this amount in the tender.

100% payment shall be made through irrevocable letter of credit against submission of shipping documents and performance bond to cover defect liability period. The TENDERER shall have to furnish the name of their bankers for opening the letter of credit by RCF.

24.0.02 Indigenous suppliers

RCF's normal payment term is payment within 30 days after receipt and acceptance of material at site, provided bank guarantee for performance if stipulated with the CONTRACT is submitted

24.0.03 RCF may withhold payment to such extent as may be necessary to protect itself from loss on account of:

- i)- Defective work not remedied.
- ii)-Failure of the CONTRACTOR to make payment properly or for materials or for labour.
- iii)-Reasonable doubts that the CONTRACT cannot be completed with the balance CONTRACT.
- iv)-Damage to another CONTRACTOR or to RCF property and probable filing of claims.
- v)- For other reasons mentioned elsewhere in NIT.

25.0.00 Advance payment

In case of large contracts if the CONTRACTOR essentially needs any advance payment then this should be clearly indicated in the Unpriced commercial part of the tender documents. If approved by RCF, such advance payment will be released only on furnishing of suitable bank guarantee of 110 % of advance value of interest bearing BG AN INTEREST RATE OF 12 % OR SUCH OTHER RATE AS MAY BE DECIDED BY RCF FROM TIME TO TIME WILL BE USED AT THE TIME OF EVALUATION TENDER.

26.0.00 Period for the completion of the CONTRACT

Time is the essence of the CONTRACT. The CONTRACT should be completed as per the time schedule given in the CONTRACT. The time schedule includes but not limited to time for submission of drawings for approval, incorporation of comments if any, final approval of drawing by RCF. However, if the approval of the drawing is delayed beyond 10 days from the date of receipt of RCF Office, corresponding extension in time shall be allowed provided CONTRACTOR gives a notice in writing that the approval in drawing is delayed and requests for extension of delivery period correspondingly. The CONTRACTOR shall furnish detailed PERT Chart indicating various events and activities, in his tender. CONTRACTOR shall submit to RCF their time schedule in respect of documentation, manufacture and supply of equipment, clearly indicating all main or key events such as material procurement, manufacturing activities, testing, documentation, delivery, transportation, erection, etc.

RCF representative shall have the right to inspect the manufacturing activities at the CONTRACTOR's premises with a view to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule given to RCF. RCF reserves the right to appoint third party inspection agency in addition to RCF's own inspection. All third party's inspection charge will be paid by RCF, unless otherwise specifically stated in the Purchase Order or Work Order.

Notwithstanding the above, in case of the progress in execution of the CONTRACT at various stages is not as per the time schedule or is not satisfactory in the opinion of the RCF which shall be conclusive or if the CONTRACTOR neglects to execute the CONTRACT with due diligence and expedition or shall contravene the provision of the CONTRACT. RCF may give notice of the same in writing to the CONTRACTOR calling upon him to make good the failure, neglect or contravention. Should the CONTRACTOR fail to comply with such notice within the period considered reasonable by RCF and specified in such notice RCF shall have the option and be at liberty to take the CONTRACT, wholly or in part, out of the CONTRACTOR and make alternative arrangements to obtain the requirements and completion of the CONTRACT at the CONTRACTOR's risk and cost and recover from the CONTRACTOR all extra cost incurred and agreed liquidated damages by the RCF on this account. In such an event RCF shall not be responsible for any loss that the CONTRACTOR may incur and CONTRACTOR shall not be entitled to any gain. RCF in addition shall have the right to forfeit Security/Performance Deposit in full or part.

26.1.00 LIQUIDATED DAMAGE FOR LATE DELIVERY

In the event that the CONTRACTOR fails to meet the time schedule agreed for submission of documents and/or supply of equipments or materials the CONTRACTOR agree for price reduction. The agreed price reduction will be calculated on the total CONTRACT price including subsequent modifications if any, and price escalation, if contractual but exclusive of spare parts. In case of delay in supply of documents total price shall be reduced at the rate of 0.1% for complete week of delay subject to a maximum of 0.5% per document group. In case of delay in delivery of equipment/material including shipping documents price shall be reduced at the rate of 0.5% for complete week of delay subject to maximum of 5% of CONTRACT value.

One week's grace period will be granted in the calculation of the delay. Date of delivery is the date of clean on board Bill of Lading or date of clear R/R and in case of direct delivery to our Stores the date of receipt at Stores. Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the CONTRACT wholly or partially and make alternative arrangement at the risk and cost of the CONTRACTOR with a notice of seven days to the CONTRACTOR.

27.0.00 Inspection and Testing

RCF shall have the option to appoint an Inspection Agency for stage and final inspection of the equipment/material ordered under the CONTRACT. All testing and trails including those carried out for material, whether or not manufactured by CONTRACTOR, shall be witnessed by our Inspector. All the test certificates in original as required shall be furnished by the CONTRACTOR. Along with the supply of the equipment/material. The CONTRACTOR shall arrange where ever necessary and applicable, inspection as per statutory provisions such as Indian Boiler Regulation, Indian Electricity Act, Indian Explosive Act, etc. The CONTRACTOR shall be responsible for arranging the visit of the Boiler Inspector Electrical Inspector, Explosive Inspector, or any such statutory authority for obtaining necessary clearance before the supply of equipment/material.

The equipment shall be despatched only after the inspection and acceptance certificate issued by the Inspector in writing, unless otherwise provided for the CONTRACTOR. Copies of the inspection and acceptance certificates shall be sent to RCF along with the advance copies of the invoice.

28.0.00 SUB CONTRACT

Written consent of RCF should be obtained before the work is sub contracted, in case the CONTRACTOR intends to employ SUB CONTRACTOR(s). Sub-contracting shall not imply any limitation of CONTRACTOR's liability to fulfill the CONTRACT. Should the SUB CONTRACTOR, in the opinion of RCF, appear to be unfit to carry out his part of the CONTRACT or the progress of the SUB CONTRACTOR's work in such that the planned time of completion within the terms of the order is jeopardized, RCF shall have the right to instruct the CONTRACTOR in writing to terminate the SUB CONTRACT without notice or a short notice. This shall not give raise to any claim from SUB CONTRACTOR or relieve the CONTRACTOR from any of his contractual obligations and responsibilities.

29.0.00 Disputes and Arbitration

In the event of any question, dispute or difference arising under the CONTRACT, the same shall be referred to the sole arbitration of a person appointed to the Arbitrator by CMD, RCF. There 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 matters 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 bidders to the 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 venue of arbitration shall be Mumbai.

30.0.00 Transit Risk Insurance

All consignments under the CONTRACT, which are despatched to RCF, will be covered for Transit Insurance under RCF's Open General Insurance Policy with the underwriters M/s. IFFCO TOKIO GENERAL INSURANCE CO. LTD. 3RD FLOOR, ASRA BUILDING, 182 WATERFIELD ROAD, BANDRA (WEST), MUMBAI – 400 050, India. TELEPHONE: +91(22)26404809 FAX: +91(22)56764400 or such other Insurance Company as may be prescribed by RCF from time to time. Advance intimation of dispatch of consignment(s) shall be given by the CONTRACTOR to our underwriters indicating there in the manner of dispatch, nature of packing, weight and such other details as required for insurance coverage. The CONTRACTOR should ensure that the above information is forwarded under Registered Acknowledgement Due Letter, and acknowledgement received is kept in their record. The contractors shall also ensure that supply of material is adhered to as per CONTRACT and packings are as per specifications laid out under Marine Insurance Guidelines.

CONTRACTOR shall assist RCF, Insurance Co., Surveyors, and any other coordinating agency appointed by RCF for early settlement of claim(s) if any. CONSIGNMENTS DESPATCHED ON "CIF" OR "FREE DELIVERY TO RCF" BASIS SHALL NOT BE INSURED AGAINST RCF'S OPEN GENERAL INSURANCE POLICY.

Indigenous Suppliers.

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/S RELIANCE GENERAL INSURANCE CO.LTD 3RD FLOOR, PALAI PLAZA, OPP.PRITAM HOTEL, DADAR T.T. MUMBAI:400014, FAX NO.24103779 or such other Insurance Company as may be prescribed by RCF from time to time. The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched with dispatch particulars.

Foreign Suppliers.

The consignment shall be insured against all the risks including SRCC from suppliers warehouse to warehouse of RCF with the above underwriters. Foreign suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched from their works with despatch particulars.

31.0.00 Taxes and Duties

All taxes and duties should be shown separately in the tender where ever applicable. RCF is registered under Central Sales Tax Act as well as Maharashtra Sales Tax Act. Central or Maharashtra Sales Tax as applicable should be stated in the quotation. In case of CST 'C' Form will be issued. Our CST No. is 400074 – C.I. dated 01.04.96 and MST No. 400074 S I dated 1.4.96. Excise duty as applicable should also be clearly and separately shown in the tender. CONTRACTOR shall submit all original documents for payment of Excise Duty, Customs Duty, Octroi, etc.

32.0.00 Jurisdiction of Court

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

33.0.00 Secrecy

Any information derived or otherwise communicated to the CONTRACTOR in connection with the CONTRACT shall be regarded as secret and confidential and shall not without the written consent of the RCF be published or disclosed to any third party or made used of by the CONTRACTOR except for the purpose of implementing the CONTRACT.

34.0.00 Law governing the CONTRACT

This CONTRACT shall be governed by the laws of Union of India for the time being in force.

35.0.00 Negotiations: RCF may not conduct any negotiation for the tender as far as possible. However, RCF reserves the right to conduct negotiation if the conditions so warrant.

36.0.00 Other Requirements

All tenderers should submit the following documents along with the commercial part of the tender.

- 1)- A certificate signed by Independent Chartered Accountant furnishing the names of any Associated Units of the TENDERER or names of any Units in which any of the Directors/Partners of the TENDERER has any interest. In case the TENDERER has no associated unit and/or none of the Directors/ Partners have interest in any other unit(s) they should furnish a certificate from Chartered Account of this effect.
- 2)- CONTRACTOR should declare the name(s) of his or the firm's partners/relatives if they are working in RCF. If relative(s) of CONTRACTOR is/are working in RCF, a certificate to this effect shall be furnished by the CONTRACTOR.
- 3)- CONTRACTOR should furnish the latest Income Tax Clearance Certificate.
- 4)- CONTRACTOR should furnish the Solvency Certificate issued by their Bankers in a sealed cover.

5)- CONTRACTOR should complete the proforma on “Status of TENDERER” as per annexure enclosed.

6)- CONTRACTOR should furnish Sales Tax Clearance Certificate and if they are exempted from payment of Sales Tax, the exemption certificate to be furnished.

37.0.00 Force Majeure

Neither the CONTRACTOR nor the RCF shall be considered the default in the performance of their contractual obligations under the order so long as such performance is prevented or delayed for reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire or explosion, plague or epidemic, strikes, lockouts lasting more than 14 consecutive calendar days sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority.

CONTRACTOR shall notify RCF about the occurrence of the force majeure events and provided RCF with the details of the arising and ceasing of the impediment. At the end of the impediment CONTRACTOR shall provide justificatory documentation countersigned by the Local Chamber of Commerce.

Should one or both the bidders be prevented fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two bidders shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances, which are themselves, force majeure. CONTRACTOR shall endeavor to prevent, overcome or remove the causes of force majeure. No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

38.0.00 Patent Rights

The CONTRACTOR shall fully indemnify RCF, its customers and users, against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the CONTRACTOR.

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

A)- STATE BANK OF INDIA AND IT’S ASSOCIATE BANKS	Tamilnad Merchantile Bank Ltd.,
State Bank of India,	The Federal Bank Ltd.,
State Bank of Bikanar & Jaipur,	The Jammu & Kashmir bank Limited,
State Bank of Hyderabad,	The Karnatka Bank Limited,
State Bank of Indore,	D) - FOREIGN BANKS:
State Bank of Mysore,	ABN AMRO Bank N.V.
State Bank of Patiala,	American Express Bank Limited.
State Bank of Saurashtra,	Bank of American National Trust & Saving Association.
State Bank of Travancore.	Bank of Tokyo Limited.
B)- NATIONALISED BANKS:	Barclays Bank PLC.
Allahabad Bank,	BNP Paribas.
Andhra Bank,	Calyon Bank.
Bank of Baroda,	Citibank N.A.
Bank of India,	Deutsche Bank.
Bank of Maharashtra,	Development Bank of Singapore (DBS).
Canara Bank,	C)- OTHER BANKS:
Central Bank of India,	Bank of Rajasthan Limited,
Corporation Bank,	Catholic Syrian Bank Limited
Dena Bank,	Kotak Mahindra bank Ltd.,
Indian Bank,	South Indian Bank Ltd.,
Indian Overseas Bank,	Tamilnad Merchantile Bank Ltd.,
Oriental Bank of Commerce,	The Federal Bank Ltd.,
Punjab & Sind Bank,	The Jammu & Kashmir bank Limited,
Punjab National Bank,	The Karnatka Bank Limited,
Syndicate Bank,	Hong Kong & Shanghai Banking Corporation Limited.
UCO Bank,	ING Vysya Bank.
Union Bank of India,	JP Morgan Chase Bank.
United Bank of India,	Standard Chartered Bank.
Vijaya Bank.	E)- PRIVATE SECTOR BANKS:
C)- OTHER BANKS:	Axis Bank Ltd.
Bank of Rajasthan Limited,	Housing Development Finance Corporation Ltd. (HDFC)
Catholic Syrian Bank Limited	ICICI Bank Limited.
Kotak Mahindra bank Ltd.,	IDBI Bank Limited.
South Indian Bank Ltd.,	

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs)

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

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

- 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
 - Udyog aadhar 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.rcf ltd.com>) and the Central Public Procurement (CPP) Portal ([http://www.eprocure.gov.in/epublish/ app](http://www.eprocure.gov.in/epublish/app)) or can be obtained from the Office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) No exemption shall be allowed for the submission of security deposit / performance bank guarantee, if applicable in particular tender.

Notes:

- The above benefits shall be allowed to only manufacturing micro and small enterprises and not to traders / agents for supply of material / stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per policy.
- Bidders registered under the “services” category shall not be considered for supply of material / stores

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:	

1. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
2. 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.
3. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF indicating their GST registration no.
4. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).
5. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).

Tax Compliance Clauses

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
3. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to RCF Ltd., as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
6. In case GST credit is delayed/ denied to RCF reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.
7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
8. RCF Ltd., reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract
9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
10. Advance payments Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.

11. Anti-profiteering Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
12. Anti-profiteering / Re-negotiation As far as the un-executed portion, as on 30th June, 2017, of the Contract is concerned, it is lawful for the Company to renegotiate the compensation payable for the balance part of the contract and the Vendor/Supplier/Contractor is under an obligation to pass on the benefit arising, either directly or indirectly, out of implementation of GST.
13. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
14. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF.
15. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch /7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

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

Definitions:

- A.1 “Fraud” is a willful act or omission, intentionally committed by an individual either acting independently or in group(s) - by deception, connivance, suppression, cheating or any other fraudulent or illegal means, thereby, causing wrongful gains to self or any other individual and / or wrongful loss to others. This also includes abetment of any act mentioned above. Many a times such acts are undertaken with a view to deceive / mislead others, leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.
- A.2 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Moral turpitude” means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to a society in general.
- A.6 “Party/Contractor/Supplier/Vendor/Consultant/Bidder/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.

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HSE (HEALTH, SAFETY & ENVIRONMENT) REQUIREMENT

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

General Security Instructions:

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

Training:

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

General Safety Instructions:

1. Contractor shall not carry out any work without valid Work Permit issued to him. All the conditions of the permit shall be understood & complied by him
2. Work Permit shall be always available with contractor's supervisor at worksite
3. Contractor shall arrange adequate supervisors. No job shall be carried out without supervision
4. PEP talk shall be given to the entire contractor worker including Supervisors daily before commencement of the job regarding Safety instructions of the job.
5. All hot jobs, height jobs, confine space jobs etc. shall be carried out only after authorization of valid permits.
6. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordon off. Nearby area shall be kept clean and away from any combustible material to avoid fire incidents.
7. All the conditions/ instructions mentioned in the permit shall be strictly adhered to the Safety work permits for each hot, confined space, height job & other jobs taken by Plants & Services is must. Safety instructions written on it shall also be strictly followed at site by contractor employees.
8. Job at height shall be done only after erection of tubular scaffolding, access ladder and working platform as per BIS. The scaffolding shall be designed to withstand 4 times the intended load and be erected by trained workers under the supervision responsible supervisor.
9. Confined space jobs shall be allowed only after display of Safe Entry Permit duly signed by all the concerned officials and subsequently Class-I Safety Permit. All these permits shall be accompanied by Attendance Register of the employees working inside the confined space with a person stationed near man hole for continuous supervision and coordination.
10. For Slag blasting jobs, contractor shall follow and comply the requirements mentioned in Schedule 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

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 RCFI 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:

a. **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-400089	M.B.B.S.(Bom), D.H.M.,A.F.I.H.,C.U.W.M.	25271251 / (M)9820020004
2	Dr.Devendra B.Ingale ,Keshavsut Diagnostic Clinic, 4/1,ChandroyaHsg.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>Monday to Saturday</u> 9.30 A.M to 1.30 P.M./6.30 P.M. to 9 p.m.
4.	Dr.Abhay Narayanankar ,Prism Diagnostic Centre ,& Polyclinic 105,1st Floor,Mohamadi House,Near Anjuman High school, Kurla(W), Mumbai-400070	M.B.B.S., A.F.I.H.	26524374(M)9869300956
5.	Dr.Milind Sardesai ,Shanti Niketan,Ground Floor,8th Road ,Near Ahobila Math,Near DiamondGarden,Chembur, Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants)	<u>Saturday & Sunday</u> ,10 AM to 1PM 4PM to 8 PM, Contact: Dr. Vasant Sardesai-For Appointments (M)9833128952
6.	Dr. D.G. Pandit ,Gurukrupa Hospital & Polyclinic ,OHC, Govardhan Dham,Khopat, Thane (W)- 400 601	Certifying Surgeon	25346446/25404263 ,Dr.D.G. Pandit (M)9821121261 ,Dr.KiranPandit (M)9821090696
7	Dr. Pradeep V. Mahajan ,R-831, T.T.C. , Thane Belapur Road Navi Mumbai	Certifying Surgeon	27691981/27691679 ,(M)9867220015

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

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

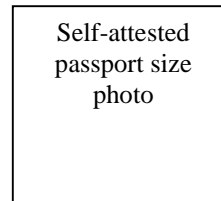
(To be filled by individual)

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.

DIGITAL SIGNATURE/SIGNATURE WITH STAMP (On all Pages)

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.

Statutory / Mandatory Clauses

1. The Central Govt., has revised Minimum Wages effective from April, 2019 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 the irapplicability 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.
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 (**IF applicable as per NIT**). In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
 - a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
 - b) Proforma of declaration/Undertaking
 - c) Proforma of Declaration regarding Black listing /debaring for taking part in the Tender.
 - d) Proforma of details to be submitted while engagement/ entry level permission to HR.
 - e) The following documents are to be submitted:
 - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
 - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.
 - Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
 - Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.
12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:
Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary 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. Under these Acts, interests and damages as per provisions, to be levied, are as below :

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

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

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

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

For Factory Establishment

FORM-VII

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

Notice of Commencement /Completion of Work

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

1.	Name of the Principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/	Shri. Ajay Patil, CGM (Operations), Address of the Establishment: Rashtriya Chemicals and Fertilizers Limited Trombay Unit, Administration Building Chembur, Mumbai 400 074
2.	LIN/Pan No.	1-7040-8874-5
3.	Email ID.	ampatil@rcfltd.com
4.	Tel. No.	022-25522110
5.	Name of the contractor under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) (if applicable)	M/s. —
6.	LIN /Pan No.	
7.	Email ID :	
8.	Tel / Mobile No. :	
9.	No. and date of Certificate of Registration /Licence	
10.	Name of person in-charge of the work :	
11.	LIN/ Pan No. of person in-charge of work :	
12.	Email ID of person in- charge of work :	
13.	Mobile No. of person in charge of work :	
14.	The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work	
15.	The arrangements for the storage of explosives, if any, to be used in the building or other construction work	

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

(_____)
Signature & Seal of the Contractor

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