



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

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

**Department :** Priyadarshini Administration

**Office Address:** Administration Department, Ground floor, Priyadarshini Building,  
Eastern Express Highway, Sion, Mumbai 400 022,

**Phone:** 022 2552 3193/60

Notice Inviting Tender for “installation, testing commissioning, comprehensive AMC and allied one time repair works of 1.0TR/1.5 TR/2.0TR AC units in office complex of Priyadarshini building, Mumbai”.

**TENDER NO: RCF/AC/Works/21**

**DATE: 15.05.2021**

**Important Dates**

Last Date & Time for downloading of Tender documents : **21.05.2021 up to 11:00 AM**

Last Date & Time of Submission of e-Tender : **21.05.2021 up to 11:00 AM**

Date & Time of Opening of e-Tenders (Technical Bid) : **21.05.2021 up to 11:45 AM**

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

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

**--X--**

**Contacts:**

- 1. RCF e-procurement Helpline Number: 022-25522760 (10.00 am to 5.00 pm)**
- 2. Mr. H.D. Chumber, CM(Elect.) (Tel:+91 22 2552 3160),  
e-mail: [hdchumber@rcfltd.com](mailto:hdchumber@rcfltd.com)**
- 3. Mr. Suraj Patil, Manager (Mech) (Tel:+91 22 2552 3193),**

**THIS TENDER DOCUMENT CONTAINS:**

<b>Sr. No.</b>	<b>Documents</b>	<b>Item details</b>	<b>Pages</b>
1	NIT	Instruction For Bidders	3-9
2	ANNEX – I	Format - Process Compliance report	10
3	ANNEX – II	Scope Of Work	11-13
4	ANNEX – III	Format - Prequalification criteria	14
5	ANNEX – IV	Format – Terms & conditions	15-16
6	ANNEX – V	Final Price bid confirmation form	17
7	ANNEX – VI	General terms & conditions of labour contract	18-24
8	ANNEX – VII	Standard terms & conditions	25-40
11	ANNEX – VIII	Format - Vendor Data Updating form	41-42
12	ANNEX – IX	Benefits to Micro & Small Enterprises (MSEs)	43
13	ANNEX – X	GST Norms	44
14	ANNEX – XA	Terms and Conditions related to GST & Tax Compliance Clauses	45-47
15	ANNEX – XB	Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.	48-50

## **Notice Inviting Tender No.: RCF/AC/Works/21 Dt. 15.05.2021**

### **INSTRUCTION FOR BIDDERS**

This is a Notice Inviting Tender (NIT) for "installation, testing commissioning, comprehensive AMC and allied one time repair works of 1.0TR/1.5 TR/2.0TR AC units in office complex of Priyadarshini building, Mumbai" from contractors meeting the PQ criteria as specified in the tender documents.

**Site address- Premises of Rashtriya Chemicals and Fertilizers Limited, Chembur, Mumbai 400 074.**

#### **1.0 DEFINITIONS:**

The following expressions shall have the meaning specified against the respective item wherever used in the documents, unless repugnant to the context and meaning thereof.

1.1 The term "RCF" shall mean Rashtriya Chemicals and Fertilizers Ltd., having their Registered Office at "Priyadarshini", Eastern Express High-way, Sion, Mumbai-400 022 Or the Administrative and Executive Officers of the Company, authorized to deal with all matters with which these presents are concerned on its behalf.

1.2 "**TENDERER**" shall mean person, firm or company submitting an offer against the NIT and shall include his legal representative/heirs.

1.3 "NIT" shall mean and include the present document i.e. "Notice Inviting Tender" for "installation, testing commissioning, comprehensive AMC and allied one time repair works of 1.0TR/1.5 TR/2.0TR Split ac units in office complex of Priyadarshini building, Mumbai" and such other supplements and agenda which may be issued in connection with it.

1.4 "**CONTRACTOR**" shall mean the person, firm or company with whom a contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person, person(s), firm or Company.

1.5 "**OFFICER- IN -CHARGE**" shall mean the Officer in executive charge of the work and shall include the officers of the Administration Department of RCF, viz. DGM (HRA-EP) or any other officer looking after the work.

1.6 The term "**CONTRACT**" shall mean and include the agreement or work order, the accepted schedule of rates, the general conditions governing the contract, the special condition of contract, the specifications and tender forms.

**2.0 SINGULAR AND PLURAL:** Works carrying singular number shall also include plural and vice versa, where the context requires.

#### **3.0 HEADINGS:**

The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

#### **4.0 AMENDMENT TO NIT:**

At any time prior to the deadline for submission of bids, RCF or its nominee may for any reason, whether at its own initiative or otherwise or in response to clarification requested by a prospective tenderer, modify the NIT by amendment.

**4.01** Reasonable time will be granted to the prospective tenderers for submission of tenders.

#### **6.0 PAYMENT TERMS:**

It may be noted that quantum of work specified in the price bid is indicative (Qty. will be considered for L-1 bidder evaluation) only. Specified quantity may or may not be consumed fully, depending upon requirements. Since the requirement is need based, quantum of job is not guaranteed. Hence party should claim the bill for actual executed quantity (i.e as per certified measurement by RCF's Engineer-in-charge).

#### **(Part- A) - For Comprehensive annual maintenance contract**

The payments of the AMC bills to the contractor shall be made on quarterly basis i.e. at the end of each quarter of the AMC period on satisfactory completion of the job and submission of quarterly service reports duly certified by Engineer-In-charge. All the payment shall be made within 30 days after submission of the bills. Terms & conditions of comprehensive AMC will be as per Annexure-II.

#### **(Part-B) - For one time job of dismantling and reinstallation works**

100% Payment to the contractor shall be against the submission of the running bill in duplicate, duly certified by RCF's Engineer-in- charge within 30 days. Billing & payment will be done as per actual quantity executed for the said job.

Income tax/Works contract tax, if any, will be deducted at the prevailing rates as per Income Tax Act/Works Contract (Re-enacted Act 1989). Kindly furnish the PAN and Work Contract Registration.

#### **7.0 CONTRACT PERIOD:**

The contract shall be valid for a period of **24 months** from the date of award of the contract unless terminated earlier. The offered rates in price bid will remain same for entire period of contract of two years. In case of discontinuation of the contract on account of termination, normal or otherwise the Contractor shall hand over all the amenities, equipment etc. back to RCF and shall obtain N.O.C. from officer concerned and ensure peaceful handing over and closure of the contract.

#### **8.0 RATES:**

Contractor shall quote as per attached B.O.Q. considering all facts/detailed scope of work as mentioned in NIT. The rates shall be inclusive of all cost i.e Material, labour, tools & equipment (if any), transportation, overheads charges, profit etc. excluding Govt. levy, and GST. No claim for extra charges consequent on any misunderstanding or otherwise will be allowed.

On award of work order, the rates quoted shall be firm throughout the period of contract.

#### **10.0 BID VALIDITY:**

The rates quoted in the tender should be valid for **120 days** from the date of opening of tender

for acceptance by RCF. No tenderer can withdraw or revoke his tender or revise his Tender rates/ amount or Tender conditions or alter the same within the said period. If the tenderer withdraws or revokes the tender or revises the tender rates / amounts / conditions within the aforesaid period of four months, his earnest money deposit will be forfeited and his tender shall be rejected.

#### **11.0 TAXES & DUTIES:**

Rates mentioned in the BOQ are excluding of GST. All the duties, pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice/ Bill showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules. Necessary TDS certificate will be issued to the contractor for the tax deducted.

#### **11.0 MUTUALLY AGREED DAMAGES (MAD):**

If contractor fails to complete the work, RCF shall have the right at their option to 1) recover liquidated damages @ 1.0% of unexecuted work for every week delay or part thereof subject to maximum 10% of the unexecuted work and or 2) execute the work at the risk and cost of the contractor and without prejudice to other rights under the contract, terminate the order wholly or partially and complete it themselves or reassign to any other agency at the risk and cost of the contractor. The expenditure so incurred shall be deducted from the contractor's final bill.

#### **12.0 STATUTORY VARIATION CLAUSE:**

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

#### **14.0 TENDERS LIABLE FOR REJECTION:**

The tenders will be liable for rejection for any of the following conditions:

**(a)**Tenders without Earnest Money Deposit. **(b)** Tenders submitted by tenderers who resort to canvassing. **(c)**Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect. **(d)** Tenders which contain uncalled remarks or any alternative/ additional conditions.**(e)** Tenders which are revoked or revised after opening of the price bid.

#### **15.0 CONTRACTOR TO EXECUTE AGREEMENT:**

The successful tenderer shall be required to execute an agreement on a Non-Judicial Stamp Paper for **Rs.500/-** with Rashtriya Chemicals & Fertilizers Ltd., within a fortnight from the date of receipt of work order. The agreement is to be executed as per the format specified by RCF. The provisions contained in the tender papers, schedule of tender rates and other documents exchanged between and agreed upon by the tenderer and RCF shall also form part of the contract.

#### **16.0 NO CLAIM FOR ANY INTEREST:**

The Contractor shall have no claim for any interest or any other compensation with respect to any delay in payment of his interim or final bills or the refund or any money which may be in RCF's hand due to deductions or owing to any disputes between RCF and the Contractor.

#### **17.0 TENDERERS TO STUDY THE TENDER DOCUMENTS CAREFULLY:**

Tenderer shall study all tender documents carefully and visit the site and satisfy himself of the local conditions, locations and accessibility of the site, nature, extent and quantum of the work and shall obtain necessary clarification if any in writing from RCF regarding the points which he

considers vague or uncertain before tendering. No interpretation of the meaning of the conditions hereinafter specified and no communication of any information will normally be made orally. All such request for interpretations shall be addressed in writing to the Asst. General Manager (Admin). It is necessary that all such requests for interpretation will be communicated not later than 7 days prior to the tender closing date. RCF reserves the rights to communicate such clarification to other tenderers if it considers appropriate. Submission of tender implies that the tenderer has obtained all the clarifications required including RCF's interpretation in regards to various clauses of the tender & has satisfied himself regarding the same and also agree to these conditions. No claim for extra charges consequent on any misunderstandings or otherwise will be entertained after the tender opening.

**18.0 MATERIAL REQUIRED FOR THE JOB:**

All the materials, equipment, tools including other items as required for this work shall be arranged by the contractor at his own cost.

**19.0 SPACE FOR STORING MATERIALS:**

The Management will provide some space in the Priyadarshini Bldg. to successful Contractor to keep the materials required for the work. The successful contractor shall arrange to keep his material under lock & key and the Company will not be responsible for any loss, damage or theft, which may take place in regard to the materials stored by him. The place will not be used for residential or any other purpose under any circumstances.

**20.0 TERMINATION OF CONTRACT:**

Notwithstanding anything herein mentioned, both the contractor and company should have the right to terminate this contract at any time by giving two calendar months' notice in writing to that effect. Default on the part of the contractor shall be treated as breach of contract and in that case RCF reserves the right to terminate the contract and forthwith forfeit, Earnest Money Deposit and/or Security Deposit and get the job done by a third Party in part or in full at the risk and cost of the contractor. RCF also retains option of debarring the contractor from participating in future tenders permanently or for a specific period as may be decided by RCF Ltd., Payment for the work completed at the time of termination of the contract shall be ascertained based on the job done by the contractor as per the terms of the contract.

The notice of job termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective. Payment shall be made to the contractor for the work that is completed at the time of issue of notice of termination as per the terms of the contract.

**21. BREACH OF TERMS OF NIT/CONTRACT:**

In the event of the failure or delay to fulfil the obligations in the execution of work to the entire satisfaction of the Company, RCF Ltd. reserves the right to terminate the contract as above and make alternate arrangements for carrying out the work at risk and cost and forfeit the security deposit without prejudice to the Company's further right to claim compensation from the contractor for loss if any incurred by the Company as a result of his failure to fulfil the obligations. Without terminating this contract, the Company will also have the option of engaging some other contractor(s) to carry out the work, in the event of failure to meet the Company's requirements and any additional expenditure incurred by the Company will be recovered from

the security deposit, bills or any amount due or in any other manner.

### **21.1 DISPUTES AND ARBITRATION:**

In the event of any dispute or difference arising under the Contract, the same shall be referred to a sole arbitrator appointed by the Company. Such person can be in the services of the Company even if he had in the course of his duties as an employee of the Company 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 parties to the Contract. In the event of the arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawful for the Company to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. The venue of the arbitration shall be Mumbai.

### **22.0 FORCE MAJEURE:**

a) Neither the contractor nor RCF shall be considered in default in the performance of its obligations herein under if such performance is prevented or delayed because of strikes, war, hostilities revolution, civil commotion, epidemics accidents, fire, cyclone, flood or because of any law and order proclamation regulation or ordinance of any Government or any Act of God or any other cause whether similar or dissimilar beyond the reasonable control of the party concerned provided it shall promptly, in any case not later than 14 days of happening of the event, notify the other, the details of force Majeure and the influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

b) In the event of indefinite delay, even arising out of reasons due to force majeure, RCF shall have the right at their discretion to cancel the order or part of the work order without any liability on their part to make any payment if advance or paid to the contractor.

c) The contractor shall be liable to RCF for any act of commission or omission on his part or on the part of his employees there by causing any loss, damage or inconvenience to RCF.

### **23.0 e-Tendering Procedure :**

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from our website [www.rcfltd.com](http://www.rcfltd.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). Bids are to be submitted on website [www.eprocure.gov.in](http://www.eprocure.gov.in).

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

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender. The bids shall be uploaded in **2 (Two) Bid System {Part-I: Techno-Commercial Bid and Part-II:**

Price Bid} in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

**BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:**

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

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

**Packet:1:** self-attested "Process compliance statement" (**Annex-I**) printed on bidder's letter head with duly signed by appropriate authority.

**Packet:2** Scanned copy of duly filled & self-attested copy of scope of work as per **Annexure-II**.

**Packet:3:** Scanned copy of duly filled & self-attested "Pre-qualification Criteria" (**Annex-III**) and supporting documents against pre-qualification criteria (**Annex-III**).

**Packet:4:** Scanned copies of duly filled & self-attested copy of "Terms & Conditions" (**Annex-IV**) & duly filled "Vendor Data Up-dation form" (**Annex -VIII**).

**Packet:5:** Scanned copy of duly filled & self-attested copy of (Annexure-X, XB, XC ).



**PART-II: PRICED BID:-**

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 basic offer per on blank fields in uploaded BOQ sheet. Please note that lowest bidder (**L-1**) will be decided based on quoted amount shown at the end of BOQ sheet.

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

**Please read following instructions before filling & submission of BOQ sheet :**

1. Please note that e-procurement system accepts 'Microsoft Excel 97-2003' format only, any modification in file format or changing name of file will results into non - acceptance of your offer by e-Procurement System.
2. 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.
3. For any queries and help please contact RCF Helpdesk Number-022 -255227 60 or contacts given on first page of Tender documents.
4. **Kindly fill data in Price bid ( BOQ Sheet ) as per following Instruction only:~**

**Bidders Name** : Kindly put complete name of bidding firm/ company

**Basic Price** : Kindly put the 'Basic rate in **sky blue** cell in front of each item you want to quote.

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).

**Process Compliance Form**

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

To

**M/s. RCF Ltd.**  
**Attention :**

**Subject: Acceptance to the Process related Terms and Conditions for the e-Tendering.**

Dear Sir,

**This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.: RCF/AC/Works/21 Dt. 15.05.2021**

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 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. .

With regards

**Signature with company seal**

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

**(SCOPE OF WORK)**

**Job acquaintance:** Vendor shall acquaint itself thoroughly with the job scope before submitting the Tender. All clarification regarding job scope and conditions of Contracts shall be obtained before submitting the quotation. The interpretation of the job scope and conditions of Contract by RCF shall be final and binding on the vendor. Job will be carried out in phases & the clearance will be given by RCF for each phase. The scope of work shall consist of, but not limited to the following.

Provide necessary Materials, Transportation, Tools & Tackles, Equipment, etc for carrying out job in Priyadarshini building Chembur along with Skilled Manpower services, expert Full-time Supervision as per the scope of work mentioned below.

**1. (Part -A) Comprehensive AMC work (TERMS AND CONDITIONS)**

You shall be responsible for comprehensive maintenance of the subject Split A.C. The job shall include replacing faulty electrical items, rewinding / replacement of fan motor, replacement / repairs of compressor, cleaning of filters, monthly servicing etc as detailed below.

- **Time schedule and periodicity of work**

Work to be carried out monthly (Preventive maintenance):

Cleaning of filters of all the air conditioners to conserve the energy and checking of current drawn by each AC to know the healthy condition of the ACs.

Note:- Repairing, etc. is to be done immediately if on inspection any defect is found.

- **Work to be carried out every quarter:**

Quarterly Preventive Maintenance shall include the following:

- Ground connections
- Checking connections at the main plug
- Cleaning of blower and condenser fan
- Cleaning the evaporator and condenser coils
- Cleaning the equipment
- Checking and tightening of nuts & bolts
- Checking cooling efficiency
- Overhauling of the A/c, with chemical washing process

**Break-down service (BDS):**

Breakdown calls shall be attended to immediately and a record of such service, duly acknowledged by the person in charge of the location of the air-conditioner, shall be maintained. Breakdown service will include replacement of genuine spares & Compressor and Gas filling at the cost of the service provider.

The ACs installed are of Carrier, Godrej, Voltas, LG, Blue Star & other Brand. In off season that is during the lien period of winter the contractor shall attend all the Air conditioner units for major attentions and keep the equipment ready for use for the next summer.

## **EXCLUSION OF CONTRACT**

The following Shall not be a part of this contract:: -

- All plastic components, element, Front Grill, Bottom Tray, Cabinet cover and sheet metal parts and dismantling, lifting, shifting charges of window/split ACs.
- Repairs due to corrosion, if equipment is installed in corrosive environment. Electrical cabling, Electrical switch boards and electrical accessories connected with main incomer to the system.
- Insulation, false ceiling work and painting thereof.

## **TAKING OVER AIR CONDITIONERS FOR AMC CONTRACT**

- The air-conditioners shall be taken over for AMC contract on “as and where installed” basis.
- Before submission of quotation, parties may visit the site to assess the condition of machines. After award of work, no complaint, what so ever, in regard to ignorance about machines conditions shall be entertained.
- After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.

### **2. (Part -B) One time jobs of dismantling and reinstallation work.**

- Scope of works involves dismantling AC units from one location.
- Installation of Hi wall Split/cassette units (1.0TR/1.5TR/2.0TR) to desired locations (as and when required) as per HVAC standards and as directed by officer in-charge. Lifting shifting of AC units will be in the scope of contractor at his own cost.
- Minor civil works for passing drain / electrical cabling / Refrigerant piping shall be in contractor's scope.
- Commissioning and handing over of AC units.
- Said one time jobs are required to be completed on emergency basis and contractor has to complete these jobs within 24 hours. If required said jobs will be done after office hours. Hence contractor has to arrange his team with all necessary material, tools/tackles on round the clock (24x 7) basis for such types of one time jobs.

## **OBLIGATION TO FOLLOW SAFETY SYSTEMS & PROCEDURES WORK PERMIT SYSTEM AND REGULATIONS:**

- i. Display Permit at Worksite for random checking by the RCF Officials
- ii. Entry of all Workmen inside the Factory shall be guided by the rules and regulations prevailing at RCF from time to time. Vendor shall arrange necessary Gate Entry Passes for all manpower in advance, duly completing all security formalities.
- iii. Vendor shall arrange adequate & skilled Manpower and Supervisor. Manpower deployed by Vendor should be experienced in similar type of jobs. All Equipment, Tools & Tackles used should be of appropriate Type and Size and approved by the competent authority for its Safe working limit. All Equipment and materials (both Consumables and non-Consumables) shall be brought inside the factory with proper Gate Entry only and proper Records shall be maintained. These Gate Entry Records will be referred to while taking out the materials after completion of the jobs, failing which such materials will not be permitted to be taken out.

- iv. Vendor must provide Safety Shoes, Helmets, Safety Belts and other Personal Protective Gears as per SHE conditions to all his Workers while carrying out the job. All Supervisors and Workmen of the Contractor must wear the following Personal Protective Equipment (PPE) without which permission to work will be denied.
- v. Training in Fire & Safety is mandatory for all Contractors' Supervisors and Manpower
- vi. The Contractor must ensure that each one of his Employees clearly understand the Fire Communication requirement, i.e. in case of Fire Siren is sounded they should assemble at designated location. The Contractor while providing on-the-job training may ensure this.
- vii. Contractor must provide and maintain at his Worksite an appropriate Display Board, displaying information as per RCF "Work Site Display Board" specification.
- viii. Contractor must attend all scheduled Safety Meetings as would be intimated to him by RCF Engineer in-Charge. Contractor also must ensure that all his Employees participate in Safety promotional activities organized by the Factory. Contractor who engages Laborer for his jobs in the factory must submit Police Verification of Antecedents of Laborers engaged by him.
- ix. Contractor will not carry out any work without having Supervisor at site. If it is required to work simultaneously in more than one location under the same Contract, One Supervisor must be deployed at each of the locations. If a Supervisor has to leave his Site for any reason, he must stop the Site activities for that Period of Time.
- x. Contractors whose Safety Records are not satisfactory will be viewed seriously and necessary action (viz cancellation of Registration/Contracts) shall be taken by RCF.

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

(NOTE: Please fill the details in front of each criteria mentioned below and upload this Annexure in **packet3) 3 of part-I**). Please upload signed & stamped copies of supporting documents in **packet 3 of part-I**.

**NAME OF BIDDER:**

Sr.	Pre-qualification Criteria				
1	Experience of having successfully completed similar work last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-  <b>a. Criteria 1: One WO, of similar completed work costing not less than Rs. 2.40 Lakhs for a year</b> <b>b. Criteria 2: Two WO's, of similar completed works costing not less than Rs. 1.50 Lakhs for a year</b> <b>c. Criteria 3: Three WO's, of similar completed works costing not less than Rs. 1.20 Lakhs for a year</b>  <b>( Fill details as per any one criteria mentioned above i.e. a or b or c and submit WO copies &amp; Completion certificates in packet 4 for verification )</b>				
	Sr.	Work Order No. and date	PO Value	Name of Customer	Pg. No. of Packet
	1				
	2				
	3				
2	Declaration certificate from the party that they have not been banned and delisted by any Government department / Finance institution/ Court of Law / Other central or State public sector undertakings.				
3	Provident Fund Registration No : (PF No)				
4	Employee State Insurance Corporation Registration No : (ESIC No) :				
5	PAN No :				
6	GST Registration No : (GST No)				
7	SAC No./HSN No. :				
8	MSME CERTIFICATE (If applicable)				
9	Shops & establishment certificate of the company				
<b>Signature with Stamp</b>					

**TERMS & CONDITIONS****( KINDLY FILL THIS SHEET AND SUBMIT IN **PACKET-4 OF PART-I** )****BIDDER'S NAME:****NOTE:** Please note that any blank field left in the preceding confirmation box will be Treated as Agreed only for offer consideration.

<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put √ in front of your confirmation)
1	<p><b>PAYMENT TERMS:</b> It may be noted that quantum of work specified in the price bid is indicative (Qty. will be considered for L-1 bidder evaluation) only. Specified quantity may or may not be consumed fully, depending upon requirements. Since the requirement is need based, quantum of job is not guaranteed. Hence party should claim the bill for actual executed quantity (i.e as per certified measurement by RCF's Engineer-in-charge). 100% Payment for the work executed will be released within 30 days from the date of submission of the 3 copies of bill in duplicate.</p> <p>(Part- A) - For Comprehensive annual maintenance contract The payments of the AMC bills to the contractor shall be made on quarterly basis i.e. at the end of each quarter of the AMC period on satisfactory completion of the job and submission of quarterly service reports duly certified by Engineer-In-charge. All the payment shall be made within 30 days after submission of the bills. Terms &amp; conditions of comprehensive AMC will be as per Annexure-II.</p> <p>(Part-B) - For one time job of dismantling and reinstallation works 100% Payment to the contractor shall be against the submission of the running bill in duplicate, duly certified by RCF's Engineer-in- charge within 30 days. Billing &amp; payment will be done as per actual quantity executed for the said job. Income tax/Works contract tax, if any, will be deducted at the prevailing rates as per Income Tax Act/Works Contract (Re-enacted Act 1989). Kindly furnish the PAN and Work Contract Registration. Amount equivalent to S.D. amount will be retained if the contractor has not submitted B.G. of this value within 15 days of award of Work order as later mentioned in S.D. clause.</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Disagreed
2	<p><b>MITUALLY AGREED DAMAGES</b> If contractor fails to complete the work, RCF shall have the right at their option to 1) recover liquidated damages @ 1.0% of unexecuted work for every week delay or part thereof subject to maximum 10% of the unexecuted work and or 2) execute the work at the risk and cost of the contractor and without prejudice to other rights under the contract, terminate the order wholly or partially and complete it themselves or reassign to any other agency at the risk and cost of the contractor. The expenditure so incurred shall be deducted from the contractor's final bill.</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Disagreed
4	<p><b>FIRM PRICE:</b> QUOTED PRICES FOR EACH YEAR SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Disagreed

5	<b>STATUTORY VARIATIONS:</b> ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF'S ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT.HOWEVER STATUTORY COMPLIANCE IN RESPECT OF VARIATION RELATING TO SERVICE PROVIDER DURING CONTRACT PERIOD HAS TO COMPLY BY SERVICE PROVIDER.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed										
6	<b>EVALUATION OF L1 BIDDER :</b> Evaluation of L1 bidder will be done as per evaluation criteria mentioned on page no.10 of NIT.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed										
7	<b>AGREED TO ALL CLAUSES, CONDITIONS OF CONTRACT LABOUR MENTIONED IN NIT</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed										
8	<b>PENALTY:</b> During the contract period if Management finds that the work is not carried out as per required scope, management will impose fine / penalty and will deduct the amount from the monthly bill. If there is no further improvement after charge of penalty, Management will have the right to terminate the contract by giving 30 days clear notice and blacklist the party and in that case EMD and Security Deposit stand forfeited. Payment for the work completed at the time of termination of the contract shall be ascertained based on the proof of the work. Following penalty will be imposed if the work is not carried out properly.		<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed									
	<table border="1"> <thead> <tr> <th data-bbox="224 783 289 850">Sr. No.</th> <th data-bbox="289 783 1039 850">Penalty Index</th> <th data-bbox="1039 783 1279 850">Penalty amount per day in Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="224 850 289 917">01</td> <td data-bbox="289 850 1039 917">Not obeying the instruction / orders of RCF Officers for Completing the jobs.</td> <td data-bbox="1039 850 1279 917">1,000/-</td> </tr> <tr> <td data-bbox="224 917 289 982">03</td> <td data-bbox="289 917 1039 982">Actual cost of damage to the property of RCF</td> <td data-bbox="1039 917 1279 982">At actual</td> </tr> </tbody> </table>	Sr. No.		Penalty Index	Penalty amount per day in Rs.	01	Not obeying the instruction / orders of RCF Officers for Completing the jobs.	1,000/-	03	Actual cost of damage to the property of RCF	At actual	
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03	Actual cost of damage to the property of RCF	At actual										
9	<b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY/TENDER</b>  <b>(NOTE: NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER, NO CORRESPONDENCE SHALL BE DONE FOR CLARIFICATIONS)</b>		<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed									
<b>SIGNATURE WITH STAMP</b>												



## **Final Price Confirmation Form**

(After completion of entire tendering process, **only successful tenderer** has to fill this form and required to print this on their company's letter head and sign, stamp before faxing or sending)

To  
Chief Manager (Electrical)  
M/s. RCF Ltd.

Kind Attention:

Sub: Confirmation of final price quoted during e-Tendering.

**Ref: RCF NIT:-**

Dear Sir,

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

\_\_\_\_\_ for **24 months** as our final lump sum price(s) during the e-Tendering conducted with reference to above NIT.

We have considered all the clauses of NIT, agreement of workers will quoting for the subject job and we have quoted above rates considering our long time relationship with your esteemed organization and we are assuring you that we will complete our work satisfactorily as per clauses mentioned in NIT on our quoted rates.

**GENERAL CONDITIONS OF CONTRACT LABOUR**

- 1.01 The contractor shall clear all final dues of workmen immediately after cessation of work.
- 1.02 The Contractor shall ensure deduction of professional tax as applicable and deposition of the same in respective account as per the directive of Govt. of Maharashtra.
- 1.03 If contractor fails to start and complete the job given to him by our representative, RCF will have The right to complete the work by the resources at their command at the risk and cost of the Contractor and the expenses so incurred to get the work done will be deducted from his Running bills or Security Deposit. The decision of RCF Management as regard any dispute arising out of this contract shall be final.
- 1.04 No compensation shall be payable for working beyond normal hrs. in case of emergency job.
- 1.05 The monthly log book/record for upkeep maintenance work is to be kept with the respective Supervisor, which shall be recorded jointly on daily basis.
- 1.06 The contractor's service shall be available as and when required.
- 1.07 The contractor shall ensure that at all time the persons appointed by him to serve in the company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.
- 1.08 The contractor shall ensure that the person or persons appointed or to be appointed by them for services in the Company's Premises do not suffer from any legal disqualification for service by reason of his age or any law or statue in force from time to time or any other reason whatsoever.
- 1.09 If the Company is not satisfied with the services or conduct of any of the employees of the contractor for any reason whatsoever, the contractor shall remove such employees from the Company's Premises.
- 1.10 In case of any accident necessitating medical attendance, First Aid, same shall be reported immediately to the Officer-in Charge for necessary statutory formalities.
- 1.11 The contractor shall cover their employees under the Group Personal Accident Insurance (GPAI) and workmen compensation scheme out of ESIC covering employees.
- 1.12 The contractor has to provide supervisors for supervision of day to day work. Contractor has to visit the site minimum once in 10 days so as to exercise proper quality and discipline. The contractor has to give full office address and telephone number including mobile number for routine & emergency communication and subsequent changes in telephone no. if any shall be immediately communicated in writing.

## **2.00 ADHERENCE TO THE LABOUR LAWS AND STATUTORY PROVISIONS-**

The Contractor shall be totally responsible for the implementation of the various provisions under the labour laws and rules that are in force and any such of the labour enactment's that may come in force during the tenure of his contract with RCF. He shall be responsible for implementing the provision of contract labour (Regulation & Abolition) Act, Factories Act, Payment of Bonus Act, Payment of Wages Act, Gratuity Act, Workmen Compensation Act, Employees State Insurance Act, Provident Fund Act, MLWF act He shall be required to maintain and produce records under the various Labour Laws for the inspection and perusal of the representatives of Management and HR Dept. at any time

## **3.00 CONTRACTOR'S EMPLOYEES:**

The contractor may deploy the employees as he may think fit and the employees so deployed shall be the employees of the contractor, for all intent and purposes whatsoever and shall not be deemed to be in the employment of RCF for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of services of the employees. The contractor shall be fully responsible for the compliance of the various provisions of these rules and shall indemnify RCF of any liability arising out of the non-compliance of these rules by the contractor.

## **4.00 CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:**

The successful tenderer shall be responsible for the proper conduct of his employees. In case it is noticed that any of his staff is disrespectful or indulges in bad behavior or commits theft or tampers with any of the properties of the Company, the contractor must remove the employees concerned and such person shall not be continued on work and contractor shall ensure termination of services of such workmen after following due legal procedure under intimation of RCF. The contractor will also be responsible for any loss suffered by the Management consequent on the conduct of his employees in the discharge of their duties relating to their work.

## **5.00 ISSUE OF IDENTITY CARD:**

The Contractor will have to issue photo Identity Cards, with the contractor's logo, to his workmen and supervisors. They must produce it whenever asked for by Security Staff, Personnel and Administration Staff. It will be responsibility of the contractor to ensure that badges are not misused. The necessary gate passes should be obtained from CISF material gate office.

## **GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTCC)**

### **1.0 SUBMISSION OF TENDERS:**

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

### **2.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:**

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

### **3.0 AMENDMENT OF BIDS:**

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

### **4.0 OPENING OF BIDS.**

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

### **5.0 NEGOTIATIONS:**

RCF reserves the right to conduct negotiations with L-1 bidder to have the possible reduction from the original offer or if the condition so warrants. The L-1 bidder shall attend the negotiation meeting in time upon intimation to them by RCF.

### **6.0 AWARD AND SIGNING OF CONTRACTS / WORK ORDERS:**

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

### **7.0 SCOPE OF SERVICES:**

The Contractor shall execute the whole and every part of the work with good workmanship and quality and to the satisfaction of RCF. Contractor shall provide necessary supervisory staff and work force required for the execution of the contract. The Contractor shall execute the work as per the sequence given by the Engineer- in-charge from time to time.

## **8.0 EFFECTIVE DATE:**

Effective date of Contract / Work Order shall be the date as specified in the Letter of intent or Work Order. The Contractor shall take instructions and seek the assistance to take up the work in time by contacting the Engineer. The Contractor shall submit the list of his authorized officials and their authorization to Engineer in time.

## **9.0 RIGHTS OF CANCELLATION:**

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

- (i) The Contractor does not adhere to any of the terms and conditions of the contract.
- (ii) The contract or fails to execute the job in time.
- (iii) The quality of the supply received/workmanship is poor or not in conformity with the requirement.
- (iv) The Contractor attempts for any corrupt practices.
- (v) The Contractor becomes bankrupt or goes into liquidation.
- (vi) The Contractor makes a general assignment for the benefit of creditors.
- (vii) A receiver is appointed for any of the properties owned by the Contractor. Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it. RCF in that event will be entitled to get the job executed from any other sources and recover the excess payment over the Contractor's agreed price, (if any), from the Contractor. RCF also reserves the right to cancel the contract due to Force Majeure conditions and the Contractor will have no claim of compensation whatsoever.

## **10.0 TERMINATION FOR CONVENIENCE:**

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

## **11.0 JURISDICTION:**

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

## **12.0 FACILITIES TO BE GIVEN BY RCF:**

At single point at site Power shall be made available. All electrical installations put up by Contractor shall be in conformity with Indian Electricity Act (latest edition) or rules there-under. No claim in any form on account of failure of power/water supply etc will be entertained.

Contractor shall be provided with limited amount of open space near the site, free of cost. He shall not use at any time any other open / covered land near the site other than the space provided for his use, without the permission of RCF. Any temporary structure made by Contractor in connection with the work shall be dismantled and removed by him and entire area where the work was performed cleared of any surplus or scrap materials, rubbish or debris within thirty days of issue of Taking over Certificate or such earlier date as RCF may require. In order to complete the work in the scheduled time, the Contractor will be allowed to work beyond normal working hours.

### **13.0 LAWS PERTAINING TO LABOUR:**

- (i) Contractor shall obtain all licenses / permits required for the employment of labour at site under relevant laws and shall maintain all such registers / records as required by such laws in force for the time being and display such information and notices as are required. Any information required by unit HR Department of RCF for discharge of obligations under such laws shall be promptly furnished by the Contractor. The Contractor shall keep the Employer - RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Employer-RCF shall have the right to deduct any money due to the Contractor including Security Deposits/pending and other running bills. Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.

### **14.0 LABOUR LICENCE**

- (i) Contractor engaging 20 or more workers must obtain valid Labour License for employing no., of persons as Contract Labour and it should mentioned the location and the maximum no. of contract labour to be employed/ engaged before actual execution of work. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.
- (ii) Contractor shall keep muster rolls of the labour employed at site noting their attendance and wages. Payments to them shall be made as per rules in the force. Such rolls shall always be open for inspection by RCF.
- (iii) Contractor must obtain Registration No. under Maharashtra Labour Welfare Fund Act & also submit ESI,PF, allotment letter issued by Govt. authorities to RCF before execution at work at RCF site.
- (iv) If the work entails employing 20 (twenty) or more contract workers, the Contractor should obtain a license from competent authority as per provisions of contract labour (Regulations and Abolition) Act-1970 and the Maharashtra Contract Labour (R&A) Rules – 1971 and produce copy before actual commencement of work at RCF site..
- (v) The Contractor will be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in execution of this contract, which he is liable to pay by rule, law or order of Government. The expenses, if any, incurred by RCF on the above will be recovered from the Contractor, from any amount that may be due from RCF to the Contractor. If any accident or injury or death is sustained by any worker, the Contractor should immediately inform RCF in writing giving full particulars about the injured person for preparing the accident report and giving the necessary first aid.
- (vi) The Contractor shall ensure that at all times the persons appointed by him to serve in the company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.
- (vii) If required, the employees and those declared unfit shall be removed by the Contractor taking action promptly.
- (viii) The Contractor shall ensure that the person or persons appointed or to be appointed by those

- for service in the company's premises do not suffer from any legal disqualification for service by reason of his age or any law or statute in force from time to time or any other reason whatsoever.
- (ix) The employees of the Contractor shall be liable to search by the Company's Security Force and shall have to strictly observe the Company's directions.
  - (x) If the Company is not satisfied with the services for conduct of any of the employees of the Contractor for any reason whatsoever, the Contractor shall remove such employees from the Company's premises.
  - (xi) The Contractor shall comply with all the Central, State and Municipal laws and rules and shall be solely responsible for complying with the provisions. Any obligations, financial or otherwise, imposed under any statutory enactments, rules, and regulations there under seven intimated shall be the sole responsibility of the Contractor.
  - (xii) The Contractor should deposit the P.F & ESIC contributions on every calendar month; the Contractor should give such list of employees and recovery of P.F. & ESIC from them as also the Contractor's contribution. The bill shall be passed for payment only after the Contractor produces the receipts challan of P.F. as well as ESIC contributions of workers.
  - (xiii) The Contractor shall cover their employees under the Group Personal Accident Insurance Scheme.
  - (xiv) Engagement of child Labour / Adolescent is prohibited and any one violating this clause will be Black Listed and whenever there are violation of the Provisions, the Company will resort to legal action against the Employer as deemed fit.
  - (xv) All persons employed by the Contractor shall be his own employees for all intends and purposes i.e., Contractor's own strength. Contractor Supervisors should be available to give instructions to the Contractor workers and will supervise the entire work.
  - (xvi) The Contractor shall ensure that he, his sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company.
  - (xvii) Any contract labour problem arising out of contract terms will have to be sorted out and settled by the Contractor and RCF will not own any responsibility in this regard of whatsoever nature.

#### **15.0 STATUTORY REGULATIONS:**

Contractor shall, in all matters arising out of performance of the work order conform at his own expenses with all Acts Orders, Regulations Rules & Bye-laws of Government of India, State Governments, local bodies and other authorities there-under, for the time being in force and applicable to the work. Contractor shall also ensure that any temporary installation, facilities set up by him to carry out the work conform to such regulation, prior to putting the same into use. Any work or part thereof rejected for non-compliance with statutory regulations shall be modified or replaced by Contractor at no cost to RCF within the agreed time schedule so as to make it conform to applicable regulations. Contractor shall also hold RCF harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such acts, regulations, rules etc.

#### **16.0 STATUS OF THE CONTRACT LABOUR**

All the labours employed and engaged by the Contractor shall be the Contractor's employee for all intends and purposes and compliance of all statutory laws are concerned.

#### **17.0 RCF's REPRESENTATIVE:**

The Engineer appointed by RCF at site shall be responsible for all matters concerning this work, except as otherwise provided herein. All instructions and directions at site to the Contractor shall be issued by the Engineer in writing to Contractor and Contractor's representative/s at site.

Contractor shall carry out the work under the direction of and to the satisfaction of the Engineer- and in accordance with the provisions herein.

**18.0 CONTRACTOR'S REPRESENTATIVE:**

Contractor shall depute technically qualified, competent and experienced supervisors whose name, qualifications and experience shall be intimated in writing to RCF. The supervisors shall be present at site during working hours and any instruction / directions or other communications delivered to them by Engineer shall be deemed to have been received by Contractor.

**19.0 MATERIALS:**

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

**20.0 GENERAL:**

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

**For & on behalf of M/s. R.C.F. Ltd.**



STANDARD TERMS AND CONDITIONS

PART- B

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

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

1. The Central Govt., has revised Minimum Wages in the year 2017 by almost revising Basic wage which is a component of Minimum Wage. The Minimum Wage every after 5 years is revised normally, whereas, Special Allowance (VDA) is revised six monthly. Minimum Wage consist of Basic Wage and the Special Allowance i.e. variable Dearness Allowance (VDA declared after every six months). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt., applicable to RCF which is notified by the Dy.Chief Commissioner (Central Govt.), Mumbai time to time. The Circular of current Minimum Wages is enclosed.

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

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.
3. Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes.  
In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.
4. Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates have taken into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability.
5. The Contractor while estimating quoted rates must consider anticipated six monthly increase on account of Special Allowance (Variable DA) and statutory overheads on increased Special Allowance (VDA) which at any cost, shall not be reimbursed by RCF.

6. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
9. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.
- ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed. A certified copy of monthly PF-ECR and monthly ESI contribution Copy from respective websites should be submitted monthly with Wage Register copy and NEFT statement of salary made to workers.
- i) The agency must have obtained the applicable Labour Licence from Labour Dept., (Appropriate Authority) for engaging workers and that of including Sub-Contractors also.

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

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.
  - a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)
  - b) Proforma of declaration/Undertaking
  - c) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.
  - d) Proforma of details to be submitted while engagement/ entry level permission to HR.
  - e) The following documents are to be submitted:
    - Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.
    - The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.

- Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.
- Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.

12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.
13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:

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

15. Weekly Off/Holiday:

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

16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.\_
18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary

permission/compliances of applicable laws shall be made by the contractor.

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

It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Principal Employer is not responsible for the same.
  - e) The contractor must take care that the new/existing workers engaged are not organized and all the benefits are extended timely and no non-compliances.
  - f) It is advised that the Successive Contractor should rotate the workers, so that at one particular location, the same workers are not continuously engaged to claim an employment subsequently.
  - g) The Successive Contractor/s must pay the applicable rates of minimum wages timely and should have copy of contribution deposited with PF & ESI Authority and further ensured that the workers get annual slip of contribution.
  - h) Contractor/s must appoint his own Supervisor to supervise the work and no instructions should take directly from the Principal Employer to the workers directly. Only the Supervisor give instructions to his workers.
  - i) Execution Department has to monitor all the parameters and keep documents till the end of contract and preserved at least for minimum 8 years, so that whenever any investigation is done, we are ready with proper documents.

**PART- C**  
**GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT**

**1. LABOUR LICENCE**

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

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

The Contractor must have his separate Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code No., and shall deposit regularly in time P.F. Contribution of both shares (Employers/ Employees) @ 12% of wage disbursed to the P.F. Office alongwith the necessary Administrative Charges . The present contribution rates are as under:

ACCOUNT NO.	EMPLOYER'S SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67%		12%	
2 (Admn. Charges)	0.5% (Min. Rs. 500/-)			
10 (Pension subjected to max Rs. 15,000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn. Charges)	0			
Total PF	<b>13%</b>		<b>12%</b>	
<b>TOTAL</b>			<b>25%</b>	

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

The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees Pension Scheme) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI & PF by filling details in the format available with the HR Dept., with the Certification that ESI/PF payment made in time in respect of RCF Work Order.

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

The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act drawing wages up to Rs. .21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @0.75%

towards employees share and @3.25% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to the HR Dept.

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

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

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

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

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

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

#### **6. SUBMISSION OF DOCUMENTS TO HR DEPT. A) BEFORE EXECUTION OF WORK**

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

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

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

through Execution Dept.

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

#### **B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:**

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

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

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

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

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

Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF

from any liability in future.

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

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

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

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

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

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

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



1. Contract Labour (R&A) Act, 1970
2. Employees State Insurance Act, 1948
3. Employees Provident Fund & Misc.Provisions Act, 1952
4. Minimum Wages Act, 1948
5. Payment of Wages Act, 1936
6. Maternity Benefit Act, 1961
7. Workmen's Compensation Act, 1923
8. Factories Act, 1948
9. Payment of Bonus Act, 1965
10. The Maharashtra Labour Welfare Fund Act, 1953
11. Payment of Gratuity Act, 1972, etc.
12. Professional Tax Act.

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

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

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

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

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

**11. PAYMENT OF WAGE AND OTHER BENEFITS**

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

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

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

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

**11.4 WEEKLY OFF**

The workers must be given weekly off as admissible.

**11.5 NATIONAL HOLIDAYS**

Three National Holidays :

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

These must be granted as paid holidays to all workers.

**12. HEALTH, SAFETY AND WELFARE**

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

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

**13. PROHIBITION OF CHILD LABOUR**

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

Person below the age of 18 should not be employed.

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

The Contractor shall not engage any sub-contractor **without the specific permission of the Principal Employer**. The contractors will be given such permission only on giving an undertaking that they will be responsible for, and take complete responsibility for non-fulfillment of any provisions of the Contract Labour (Regulation and Abolition) Act or the rules made thereunder and other applicable Laws viz., ESI & PF Act. They will be also responsible for

timely payment/short payment of wages to the Contract Labour employed by sub-contractors alongwith the deposition of ESI & PF contribution of both shares in the respective Code No., either sub-contractor/main contractor, in respect of Contract Workers engaged by the sub-contractor. The contractors or the sub-contractors will not employ any inter-state migrant labour without the permission of Principal Employer.

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

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

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

Main Contractor must clarify about the compliance of ESI & PF in respect of labours engaged by sub-contractors stating that the compliance will be made under the Code No., of Main Contractor/ respective sub-contractors alongwith the no. of workers engaged.

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

## 15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) Contractor should complete the work as assigned during his contract period.
- d) Contractor should regulate the conditions of employment of his employees/ contract labour.
- e) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- g) All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.

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

## **16. CONTRACTUAL OBLIGATIONS**

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

## **17. PRESERVATION OF REGISTERS/RECORDS**

The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Execution Dept. must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans etc. as referred in clause 6(C) in this Standard Terms and Condition for the retention period as per

the policy to show as and when required to Investigation Agency.

**18. RELEASE OF SECURITY DEPOSIT**

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

**19. CHARACTER VERIFICATION**

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

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

**20. SUPERVISION AT WORK SITE**

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

**21. TERMINATION OF CONTRACT**

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

**22. PENALTY CLAUSE**

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

**23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD**

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

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

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

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

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

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

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

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

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

### 02. **Under Minimum Wages Act**

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

### 03. **Factories Act :**

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

Providing of Personal Protective equipments (PPE)

**ANNEXURE – VIII**

(To be submitted in Packet 4 of part-I).

<b>VENDOR DATA UPDATION FORM</b>						
-	<b>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.</b>					
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		
<b>I</b>	<b>NAME</b>	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>		
		<b>RCF Vendor Code</b> ( for existing RCF Vendors)				
		<b>RCF Vendor Code</b> ( for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
<b>II</b>	<b>ADDRESS</b>	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
<b>III</b>	<b>SUPPLY STATE</b>	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.)	*	<b>To be given, if applicable.</b>		
		Other Region Code		<i>will be filled by RCF</i>		
<b>IV</b>	<b>COMMUNICATION</b>	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		<b>by email only</b>		
<b>V</b>	<b>ACCOUNT CONTROL</b>	If also a RCF's Customer?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		
<b>VI</b>	<b>TAX INFORMATION</b>	CST Reg NO. for C forms				
		LST No. ( Local VAT REG NO)				
		Service Tax Reg. No.				

		Excise Reg. No.			
		PAN NO.	*		
<b>VI I</b>	<b>DETAILS OF BANK</b>	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>	
<b>VI II</b>	<b>REFERENCE DATA</b>	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)			
	<b>For new vendors :</b>				
1	It is mandatory ( Compulsory) to fill relevant data for item marked " * "				
2	Enclose a blank cheque / a photocopy of the cheque (Mandatory)				
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder				
4	We hereby authorize RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.				
5	We hereby authorize RCF Ltd to deduct bank charges applicable for such Direct Bank Payments				
				<b>Signature</b>	..... .....
<b>Place</b>		Common Seal		<b>Name</b>	..... .....
<b>Date</b>				<b>Designation</b>	..... .....



**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
- 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/1<sup>st</sup> Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
  - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
  - Revenue Officer not below the rank of Tehsildar
  - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

(b) **Purchase Preference for MSE :**

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

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs . The above shall be subject to that the

Participating MSE (including SC/ST) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

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

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

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

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

- i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/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) Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

## ANNEXURE -X

### GST Norms

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s)/Bill of Supply /Receipt Voucher or any other document as per rules/regulations of GST 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. 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.
12. 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.
13. 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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## Annexure XA

### Terms and Conditions related to GST & Tax Compliance Clauses

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

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

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

2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of ₹ 20 lacs (₹ 10 lacs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.
4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF indicating their GST registration no.
5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).
6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).

#### **Tax Compliance Clauses**

1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
3. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to RCF Ltd., as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until

Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

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

end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.

16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

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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 meantime, 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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