

KINDLY PARTICIPATE IN THIS TENDER THROUGH GeM PORTAL ONLY



RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED

(A Government of India Undertaking)
CIN NO. L24110MH1978GOI020185

Corp. Office: Priyadarshini Bldg. E.E. Highway,
Sion –Mumbai -400 022 INDIA (Marketing division, 8th Floor)

Phone: 022 2552 3097/3236/3042

Website: www.rcfltd.com

State Office: RCF Ltd, D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada-2
Email: mmrcfvja@gmail.com, Ph: 0866-2435098/2436204
TENDER NO.: RCF/MKTG/AP/VJA/TAXI/2024-25 DATE: 28.10.2024

NOTICE INVITING TENDER FOR “HIRING OF “T” MARK TAXI/CAR/VEHICLE SERVICES ON AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF 02 YEARS FOR RCF LTD, D.NO.30-2-17, 1ST FLOOR, MURTHY STREET, VIJAYA TALKIES BACK SIDE, ELURU ROAD, VIJAYAWADA-2 (AP).

E-tenders are invited on GEM portal for R. C. F. Ltd., D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada-520 002 to hire vehicles on as and when required basis from the bidders having experience in the execution of work of similar nature and magnitude having vehicle permit and registration of vehicles in name of hire taxi operator/contractor. It may be noted that successful tenderer will have to deploy “T” MARK taxi/vehicle which is registered on or after 01.01.2021.

PRE-BID MEETING ON: 06.11.2024, 12.00 PM at above mentioned State Office address

For the queries and help, please contact the followings.

Name	Designation	Contact Nos. (Tel. nos. & Mobile Nos.)	e-mail address
Mr. R.J. Sakhare	Chief Manager (Marketing)	Office Tel. 0866- 2436995 Mob. No. 9822993624	e-mail ID: mmrcfvja@gmail.com
Mr. Vishal P Raut	Officer (Marketing)	Mob. No. 9730611369	e-mail ID: vishal.raut@gmail.com
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Kindly note that only online bid through GEM portal will be considered against this tender.

1.0 INTRODUCTION: -

Rashtriya Chemicals and Fertilizers Ltd.-RCF (A Govt. Of India Undertaking) is having its registered office at “Priyadarshini “Eastern Express Highway Sion, Mumbai 400 022. The taxis/vehicles are to be provided to RCF Ltd state office address with destination.

2.0 DEFINITIONS:

2.1The following expressions shall have the meaning specified against respective item wherever used in the documents (Tender enquiry, work order or elsewhere) during finalization of the contract unless repugnant to the context and meaning thereof.

2.2 The terms “**RCF**” or Company shall mean Rashtriya Chemicals and Fertilizers Limited, having its Office at D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada-520 002.

2.3 The administrative and executive officers authorized to deal with all matter relating to the contractor.

2.4 “**Vehicle/Taxi**” shall mean the Car registered with the Regional Transport Authority, (Andhra Pradesh State) under category of Tourist Car/commercial category.

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

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

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

2.8 **Contractor** shall mean the Tenderer whose bid has been accepted by the RCF and with whom contract has been entered into and shall be deemed to include Contractors heirs, legal representative, successors and assigns.

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

2.10 **Driver** shall mean paid driver of the contractor provided for particular vehicle, in possession of valid driving license issued by RTO, batch issued by RTO and permitted to drive “T” car/taxi/commercial Vehicle/Car/Jeep etc.

2.11 **Hour** mean one hour of 60 minutes, for purpose of calculation, any part of hour shall be paid proportionately at actual rates fixed for an hour.

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

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

2.14 **Work** shall mean and include all activities as specified under the NIT/Tender Document.

3.0. INSTRUCTIONS FOR SUBMISSION OF TENDER: -

3.01 Based on quotations received and subsequent finalization of rates, RCF reserves the right, to award the said contracts.

3.02 The contract will be awarded on Lowest Tender Basis who has agreed for scope of work and all Terms & conditions of NIT.

3.03 The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.

3.04 RCF reserves the right to split up work amongst two or more tenderers.

4.0 Submission of Tender: -

The tenderer, after studying all terms & conditions of GEM portal and NIT carefully and after visiting the RCF Ltd, D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada-2 for satisfying himself of the local conditions, location and accessibility of the work, nature, extent and character of the operations, may obtain all clarifications in writing before tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained.

Validity of Tender: -

The rates quoted in the tender are to hold good for **a period of 75 days** from the date of submission of the Tender and if the said contract is awarded, the same rates/negotiated rates will be valid for the entire period of contract.

If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm (i.e. Partnership/ Pvt. Ltd./Public Ltd. etc.) and the tender shall be signed by a person or persons duly authorized to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

Basis of Award of Contract:

The contract will be awarded based **on overall lowest quoted** including GST and further negotiated value for the contract period.

Contract period: Contract will be valid for Two (02) years from the date of issue of work order.

Earnest Money Deposit (EMD): - Rs. 35,000/-

5.0 Pre-qualification Criteria and Price Bid:

PART-I: - PREQUALIFICATION CRITERIA: -

The Tender is open to all eligible Tenderers, a tenderer must meet the Pre-qualification criteria as per Annexure-III. The Tenderer not meeting the **Pre-qualification** criteria shall be summarily rejected.

Bidder shall submit duly signed and stamp copy of following documents along with your offer.

1. EMD: Submit Scan Copy of EMD amount deposited or valid NSIC certificate or MSME Certificate with UDHYAM registration no. for exemption of EMD.
2. Experience of renting vehicle services in last 7 years ending with last day of preceding month to the one in which applications are invited with P.O. Copies of
 - a. **1Contract -Min Rs.9.20Lakhs (for Non-MSE)** - **Min Rs. 6.90Lakhs (for MSE)**
 - b. **2Contracts – Min Rs. 5.75Lakhs (for Non-MSE)** - **Min Rs. 4.31Lakhs (for MSE)**
 - c. **3Contracts – Min Rs. 4.60Lakhs (for Non-MSE)** - **Min Rs. 3.45Lakhs (for MSE)**& Corresponding Work Completion Certificates.

3. CA Certified or audited Average annual Turnover of last 3 years ending 31st March of preceding year
Min Rs. 3.45 Lakhs (Non-MSE) - Rs. 2.59 Lakhs (for MSE).
4. Financial Soundness: CA certificate with UDIN, indicating Net worth of last successive three years ending 31st March of the previous year.
5. GST Registration no. and certificate, if applicable. If GST Registration no. and certificate are not available declaration in the format as per Annexure -VIII of NIT.
6. PAN No. and PAN copy in the name of firm.
7. Commercial Taxi passing Certificate in own name of (Bidder / Operator) for vehicle specified category as per NIT. Vehicle make model shall be from year 2021 onwards.
8. Owner vehicle RC book, valid vehicle insurance copy and RTO tax receipt
9. Declaration by bidder on letterhead that “our firm is not blacklisted during last three years or kept on holiday for certain period by any private firm / Govt. Organization”
10. Scanned copy of PROCESS COMPLIANCE FORM (Annexure – I) printed on bidder’s letter head with duly filled, signed & stamped by appropriate authority.
11. Scanned copy of PRE-QUALIFICATION CRITERIA (Annexure –III) duly filled, signed & stamped by authorized person. Submit scanned copy of supporting documents against pre-qualification such as Work Orders, Completion certificates, Turnover, Commercial Taxi passing certificate in own name (bidder/operator) vehicles make model shall be from 2021 onwards, Vehicle RC book, valid vehicle insurance copy, RTO tax receipt, PF No, ESIC No, PAN, GST certificate, MSME / NSIC certificate if registered (All documents related to PQC shall be in the name of the bidder’s firm).
12. Scanned copies completely filled “General information” (Annexure-IV), “Terms and Conditions” (Annexure-V) dully signed & stamped by authorized person.
13. Scanned copy of UNDERTAKING (Annexure – VII) printed on bidder’s letter head with duly filled, signed & stamped by appropriate authority.
14. Scanned copy of NIT-all pages dully signed & stamped by authorized person as a token of acceptance of all terms and conditions of NIT.

PART-II: PRICED BID: -

Price Bid i.e. mode of quotation (Annexure - VI) given with tender to be uploaded after filling all relevant information like flat rate amount (Rs.), unit rate in (Rs. / unit) and unit rate amount (Rs.) in price break up format separately. The priced break up should be strictly uploaded separately as per the format available with the tender, failing which the offer is liable for rejection (renaming or changing format of price sheet (file) will not be accepted).

Tenderer has to quote for all the vehicle types & each component of price bid. The rates quoted by the tenderer shall be inclusive of all cost & all taxes etc. but exclusive of GST).

Please note that lowest bidder (L1) will be decided on over all lowest quoted price.

Vendor should quote prices and price break up sheet separately only, offers indicating rates anywhere else (scanned documents in PART-I Technical bid) shall be liable for rejection.

6.0 Amendment to Tender document/NIT

Before the last date of submission of tenders, RCF may modify the tender document by issuing Addendum. Any addendum so issued shall be part of the tender documents as well as contract documents. To give prospective Tenderers reasonable time to take an Addendum in to account in preparing their tenders, RCF may extend the date of submission of tenders, if necessary.

Language of the Tender – All documents relating to the tenders shall be in English language, unless stated otherwise.

7.0 RCF reserves the rights:

- To accept or reject any / all bids without assigning any reasons.
- To split up the work among two or more Tenders.
- To reject the tender in case of unreasonable quoted rates.
- To reject any or all the tenders without assigning any reason thereof.

The following tenders are liable for summarily rejected-

Tender submitted by tenderer who resort to canvassing. Tenders which do not fulfill all or any of the conditions laid down in the Tenderer Documents or are incomplete in any respect. Tenders which contains uncalled remarks and alternative / additional Conditions.

8.00 Scope of Work:

1. The tenderer shall have to provide following “T” mark vehicles on **AS AND WHEN REQUIRED BASIS**. The following numbers of cars/vehicles, trips, KM, HRS etc. are indicative and may vary depending on requirement or actual need of RCF. RCF does not guarantee the quantum of the volume of the work as mention in scope of work.

PARTICULARS		Sedan (Swift Dzire/Etios/TATA Zest or equivalent CC of vehicle)	SUV (INNOVA or equivalent CC of Vehicle)
		AC	AC
1. LOCAL TOURS			
a) Four hours - 40 Kms	Flat rate	9 Trips	1 Trip
b) Eight hours - 80 Kms		35 Trips	6 Trips
c) Extra per KM Over slab (80Kms)	Per Km	900 KMs	125 Kms
d) Extra per hour beyond 8hours	Per Hr	50 Hours	15 Hours
2. OUTSTATION TOURS.			
a) Outstation tour per KM (Min 300 Kms - Avg. per day)	Per Km	60000 KMs	2100 KMs
b) Driver Bhatta per day	Per day	160 Trips	7 Trips
c) Driver Bhatta for Outstation Night Halt	Per day	80 Trips	7 Trips

2. The Mobile phone should be provided to driver, even the drivers are changed the same Mobile Phone should be provided to other driver on duty.
3. The Tenderer shall have control room / office with office staff and the office should be operative from 06:00am to 11:00pm. The control rom / office shall have connections of mobile telephone. Landline Telephone and E-mail facility, and these connections should be attended and responded during this time, the same details should be submitted along with application.

4. It will be binding on the Contractor to replace the defective vehicle as and when required. In case of replacement of "T" vehicle hired AS AND WHEN REQUIRED BASIS the Contractor has to provide the "T" vehicle of the same segment or higher segment and make.
5. The vehicles provided by the Contractor shall be in sound conditions and has to be registered as "T" mark vehicle with RTO Authorities of Andhra Pradesh State. Vehicle other than "T" mark will not be permitted.
6. Contractor will hand over **minimum Rs.500/- (Rupee five hundred)** to the driver before reporting for duty to meet any unforeseen emergency expenditures towards repairs or purchase of fuel /oil, toll, parking payments etc.
7. The duty hours and Kilometer shall be considered from starting and ending point of the destination of duty allotted.
8. The vehicle should be road worthy in all respect for operation in accordance with Motor Vehicle Act and rules made their-under by the State and existing laws as applicable from time to time. Contractor shall be responsible for the consequences whatsoever on account of any lapse in this regard.
9. Contractor shall have to provide the vehicles with experienced Driver with Transport License. The Contractor shall have to ensure that the drivers attend duty in a proper and clean uniform at all the times and ready to go for any outstation duty. **The boarding/lodging for the driver shall have to be arranged by the Contractor.**
10. The sufficient Diesel/Oil will have to be supplied by the Contractor before the vehicles reports on duty.
11. In case of breakdown of "T" vehicles, the Contractor shall have to make immediate arrangement to provide a vehicle of the same make or higher make. In case Contractor fails to provide alternate arrangements, the entire traveling expenses will be at Contractors cost and the same will be recovered from his monthly running bills/ Security Deposit.
12. The Contractor shall be provided with approved log book / log sheet and he shall have to ensure that all entries are filled properly and signed by the user/users of the vehicle. There should not be over writing or scratching. It shall be responsibility of the Contractor / driver of the car to get the log book/log sheet filled from the user. The Contractor will ensure safe custody of log book/log sheet against each "T" vehicle as it need to be submitted along with the monthly bills.
13. Contractor shall have to ensure that his drivers attached to the vehicle abide by the Security Rules and Regulations of the RCF and the Contractor will be responsible for any act of omission on the part of his drivers/employees. The Contractor shall also ensure that his employees behave properly with RCF Officials, visitors and authorized personnel. In case of misbehavior on the part of driver, the Contractor shall arrange for replacement of such employees/ drivers immediately without demur.
14. The drivers should not leave vehicle during duty hours without the permission of user officers. He should also not halt the vehicle while on duty at other than authorized places indicated by the users. The driver should wear uniform.
15. Contractor shall obtain all licenses/permits at his cost, required for execution of this contract work, under relevant laws and shall maintain all such registers /records as required by such laws in force and will be coming into force from time to time and display such information and notices as are required. Any information required by RCF for discharges of obligations under such laws shall be promptly furnished by the Contractor.
16. The Contractor will be liable for all claims of damages, compensation, or expenses payable as a result of any accident or injury or death sustained by workmen employed by him or claims of damages of third party or human life or damage to any property which is liable to pay by rule, law

or order of Govt. The expenses if any, incurred by RCF on this account will be adjusted, from any amount due from RCF to the Contractor. If any accident or injury or death is sustained by any worker of Contractor, the Contractor should immediately lodge FIR in nearest Police Station and inform to RCF the same in writing giving full particulars of the incidence. The Contractor will ensure that in case of accident the report is given to nearest Police station and injured persons are given medical treatment in nearby hospital. Contractor shall have a comprehensive Insurance Policy for the vehicle provided which shall also covers drivers of vehicle and passengers commuting in the vehicle, property and any third party under Insurance Policy. Further the sole responsibility for any legal or financial implication would be of the contractor.

17. The Contractor will absolve RCF Ltd., from any claims of damages, compensation and he will be solely responsible for settlement of the same.

18. All staff employed by the Contractor shall be the Contractor's employee for all intents and purposes.

9.00 CONTRACT PERIOD: The contract will be awarded for the period of **TWO years**.

10.0 RATES: It is mandatory that the tenderer shall quote as specified in mode of quotation **and rate should be quoted for all type of vehicles for all slabs. The incomplete quote will be rejected / not be considered.**

11.0 GST: Rate quoted by the tenderer shall be including GST.

The contractor has to take abetment as applicable to this contract/service necessarily.

In case the contractor being a Company, the GST on work value after abetment shall be reimbursed on submission of tax invoice and for others, RCF shall deposit the GST directly to the GST department as per Government of India rules/orders in this regard. In case of the contractor not under GST, should submit the declaration to this effect duly certified by Chartered Accountant.

1. Services Accounting Code (SAC) shall be obtained for classification of services under GST for each and every line item for which enquiry has floated.
2. 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.
3. 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).
4. 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.

5. 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.
6. 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.
7. 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.
8. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the 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 Contractor.
9. RCF Ltd., reserves the right to suspend/cancel /terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contract in complying with the above requirements as per GST and Contractor shall be put under Holiday list as mentioned in the contract.
10. In case the short coming is not rectified by the Contractor and RCF ends up in reversal of credits and /or payments, Contractor is fully liable for making good/providing services all the loss incurred by RCF as a result of default.
11. Advance payments -- Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payment as per Contractual terms and GST provisions.
12. Anti-profiteering –Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out or implementation of GST is mandatorily passed on to RCF Ltd.
13. 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.
14. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or service 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.

15. 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.
16. 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 / completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
17. 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.
18. Tenderer has to provide the GST Reg. No., Service Account Code (SAC No.) and Tax percentage.

12 ESCALATION / DE-ESCALATION OF RATES (DIESEL PRICE ADJUSTMENT):

a) Any increase or decrease in the prices of diesel rates will be adjusted on the basis of one liter = 16 km which means for every Rs. 2 of increase per liter in diesel price, one paise per KM will be allowed in case of increase and will be reduced in case of decrease in the Diesel price.

The rates will undergo change for increase/decrease in case of change in diesel rates beyond Rs. 2/- (Rupees Two Only) per liter on the basis of formula as specified below:

$$\text{Variation in rate per Kilometer} = \frac{P2 - P1}{A}$$

P1 = Base rate of Diesel (the current rate of Diesel is Rs. 87.89 per liter (24.08.2022) and will be considered as a base rate.)

P2= Revised rate of Diesel

A= 16 km (per liter average of the vehicle assumed for the purpose of calculation)

The increase/decrease in fuel rate will be considered prospectively from first day of next month.

b) Base Rate: the base rate is the simple average rate of Diesel of previous fortnight of the final last date of submission of Tender/date of e-RA/date of negotiation /date of final offer submitted by party whichever is later.

For Example:

Final Last date of submission of tender is 5 th Sept.	Simple Average diesel rate of 16-31 Aug. will be taken.
Final Last date of submission of tender is 22 nd Sept.	Simple Average diesel rate of 1-15 Sept. will be taken.

Any Cumulative increase/decrease in diesel rates will be given @ 1paise/ Rs. 2/- increase /decrease per liter in diesel price. Any cumulative increase/decrease in diesel price less than Rs. 2 per liter shall not be carried forward for adjustment with any future diesel price change. The adjustment will be made with regard to the rate as on scheduled last date of submission of tender/price bid.

c) Any cumulative increase or decrease in the price of diesel by less than Rs. 2 per litre shall not be considered under this clause.

d) The diesel price considered for revision will be as under.

(i) For movement made in first fortnight of a month, the diesel rate applicable will be simple average of diesel prices from 16th to last day of previous month.

(ii) For movement made from 16th to last day of current month, the diesel price applicable will be simple average of first fifteen days of the month.

For Example.

Movement made from	Diesel price of simple average of
1 st to 15 th September, 2020	16 th to 31 st August, 2020
16 th to 30 th September, 2020	1 st to 15 th September, 2020

13.0 PAYMENT TERMS:

The contractor shall submit monthly bills in DUPLICATE within three working days after completion of month; payment will be paid by RCF within seven (07) days. For Add. Km /Hrs, Sundays and holidays etc. the bills within 15 days along with certification by respective user and with confirmation of salary given to drivers was made on or before 10th of that month and the payment by RCF shall be made within 15 days from the date of submission. The payment shall be released within 15 days from the date of receipts of bills. If the contractor fails to make payment of salary to drivers on or before 10th of every month, penalty shall be levied as per penalty clause.

The payment of car will be released to the contractor at the rates applicable to respective slabs (mileage & hours) based on running of "T" car.

The Contractor shall submit the bills in the Office of RCF Ltd, D. No. 30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada-520002 and take necessary acknowledgement for the same. The bills submitted after period of one month from the date of use of the vehicle will only be entertained subject to having proper justification for delay and levying necessary penalty.

14.0 CONTRACTOR'S OBLIGATIONS / PENALTIES:

Improper entries, overwriting, rubbing, correction in the log sheet without attestation by the concerned officer, entries without signature of the user officer will not be considered for payment.

1. The contractor shall always keep the "T" car fit in all respect for operation in accordance with Motor Vehicles Act, 1988 & Rules made there under by the States and existing laws as may be applicable and amended from time to time. All the valid Documents (Registration Certificate, Insurance Certificate, Tourist Permit, Fitness Certificate etc.) should be available in the Tourist Vehicles / with the driver during operation of the vehicle.
2. The contractor shall ensure that a spare wheel and proper tools are available in "T" car at all the time.
3. The speedometer and kilometer recorder must be maintained at a high standard of accuracy. Any defect noticed shall have to be rectified forthwith by the contractor.
4. If it is found that speedometer or kilometer recorder or both got tempered, it shall be considered serious offence and serious action shall be taken including termination of contract.
5. The vehicles shall report for duty with sufficient fuel (at least 1/4th of tank) and sufficient money with the driver for paying Toll Tax, Parking charges wherever necessary, failing which the vehicle will not be accepted for duty and will be treated as "absent" and penalty will be levied.
6. The contractor shall maintain the Tourist Vehicles in absolute working condition.
7. The contractor shall ensure that drivers deployed on the Tourist Vehicle shall have the following:
 - i) Valid tourist vehicle driving license.
 - ii) Do not report for duty under influence of alcohol or any narcotics,
8. The Contractor shall provide Mobile phone in working condition to his drivers.
9. The contractor shall ensure that the drivers do not exceed admissible speed limit and shall further insure that his crew is deployed on duty after adequate rest to avoid accident due to over fatigue. The contractor shall be solely responsible for violation of the above stipulation.

PAYMENT OF WAGE AND OTHER BENEFITS:

The Contractor shall pay not less than minimum wages to his workers as notified/revised from time to time as applicable under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. In any case, the rate of wage payable shall not be less than the higher of the two rates. Any rise in the VDA / Special Allowance will be reimbursed to the Contractor during contract period, further if there is any revision in the Minimum Wages same shall be reimbursed.

Contractor shall comply PF & ESIC statutory requirement as per Act in force. The first running bill will be released without submission of PF & ESIC challans; however, the same have to be submitted along with subsequent monthly running bill.

15. PENALTIES:

The penalties as defined below will be levied and recovered from the bill of the contractor:

1. Defective Speedometer: Rs.5000/- per occasion.
2. Late reporting for duty: Rs. 500/- per occasion.
3. Non availability of vehicle at location: Rs. 200/- per occasion.
4. Fail to make salary to driver on or before 10th of every month: Rs.1000/- per driver per day.
5. Non availability vehicle documents: Rs. 200/- per occasion.
6. Non availability of Driving license: Rs.500/- per occasion.
7. Non availability of fire extinguisher: Rs. 200/- per occasion.
8. Non availability of mobile phone: Rs.100/- per occasion.
9. Non availability of spare tyer/ tool box: Rs.500/- per occasion.
10. Non obey the instructions of the officer: Rs.500/- per occasion.
11. Non availability of sufficient fuel and fund as mention as per clause no.6.6 during outstation duty: Rs.1000/- per occasion.

If the contractor's work performance is found unsatisfactory and though repeated penalties are levied there is no improvement in the performance. RCF has an option to terminate the contract.

16 EVALUATION OF OFFERS:

Offers will be evaluated on overall lowest basis for all type of vehicles only after quoted value including GST and further negotiation.

17 Termination of Contract:

Default on the part of Contractor shall be treated as BREACH OF CONTRACT and in that case RCF reserves the right to terminate the contract and forthwith forfeit the E.M.D. and/or Security Deposit and get the job done by third party in part or in full at the RISK & COST of the Contractor. RCF also retains an option of debarring / blacklisting the Contractor from participating in future tenders for specific period or permanently as may be decided by RCF Ltd. The payment for the work completed at the time of termination of contract shall be ascertained based on the job done by the Contractor as per the terms of the contract.

- The RCF may close the Contract at any time by giving 90 days' Notice.
- In case of non-compliance of any of the terms and conditions of the Contract, RCF reserves the right to terminate the Contract at any time without assigning any reason by giving Notice in writing and the Contractor shall not be entitled for any compensation, whatsoever, by reason of such termination and in that case the Security Deposit shall be forfeited.

- 18. INCOME TAX:** Income Tax will be recovered at applicable rates from the payment made to contractor. Necessary Tax Deduction Certificates will be issued to the contractor.

19. DISPUTES AND ARBITRATION:

In the event of any question, dispute or difference arising under the contract, the same shall be referred to the sole arbitration of a person appointed as the arbitrator by CMD, RCF. There will be no objection that the Arbitrator is in service of RCF that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matters in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD, RCF to appoint another Arbitrator in place of out-going Arbitrator in the manner aforesaid. The venue of Arbitration shall be at Mumbai.

20. FORCE MAJEURE:

Neither the contractor nor RCF shall be considered in default in the performance of their obligations as per the contract so long as such performance is prevented or delayed because of strikes, war, hostilities revolution, civil commotion epidemics accidents, fire, cyclone, flood or because of any law and order proclamation regulation or ordinance of Government or sub-division thereof or because of any act of God, provided it shall promptly, in any case, not later than 14 days of happening of the event, notify the other, the details of the force majeure and the influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

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

STANDARD TERMS & CONDITIONS

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 is applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at

the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/-. Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one-month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

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

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

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

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

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

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

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.
11. The Contractor must upload two bids separately, one Technical Bid and another Financial Bid (Annexure – VI) and three declarations as mentioned below, contractor has to submit before executing the work/ engagement of workers.
The following documents are to be submitted:
- Proforma of financial bid (as enclosed) (Execution dept., may devise separate proforma as per types of contracts)
 - Proforma of declaration / undertaking
 - Proforma of Declaration regarding Black listing/debarring for taking part in tender.
 - Proforma of details to be submitted while engagement / entry level permission to HR.
 - 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 be 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 submitted to RCF 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 if applicable:**
Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer to certify that the Contractors are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure “E”). and which should be counter verify by the Execution Dept. and after certification month wise, it is forwarded to HR Department.
15. **Weekly Off/Holiday:**
All the Contract Employees must mandatorily be given a weekly day off (full day). All Contract Employee to get at least a three National Holidays (26th January, 15th August and 2nd October) as paid Holidays and also Company’s Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ double Overtime.

16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.
18. The written confirmation from the Contractor that he/ she has obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her if required.
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 needed 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.

GENERAL STANDARD TERMS AND CONDITIONS

1. LABOUR LICENCE

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

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

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15th day of Month P.F. Contribution of both shares (Employers/ Employees) @ 12% each of wage disbursed along with 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 (Adm. Charges)	0.5% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Adm. Charges)	0			
Total PF	13 %		12%	
TOTAL			25 %	

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

The Contractor must comply with the provisions of the Employee's Provident Fund Act (Including Employees' Pension Scheme) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI & PF etc... by filling details in the format available with the HR Dept.,

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

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

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

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

4. REGISTRATION UNDER THE STATE LABOUR ACT& PROFESSIONAL TAX APPLICABLE AS PER RESPECTIVE STATES.

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

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

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

6. SUBMISSION OF DOCUMENTS TO HR DEPT.

A) BEFORE EXECUTION OF WORK

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

Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., separately in our name at the time of award of Contract 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 License/application in Form No. IV for obtaining Labour License to the Principal Employer, if applicable.
- Nature of work and the no. of workers to be engaged from the date of commencement of work.
- List of sub-contractors, if any, to execute the work along with detailed information of Sub-contractors.
- 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 along with wage register copy** duly certified by representative of Execution Dept. The Execution Dept., should maintain monthly ESI/PF Compliance records with them.

Monthly bill/ regular bills of Contractors should be reimbursed only when Execution Dept., 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, PF Contribution and compliance.
03. Payment of Minimum Wage and Certification on Wage Register every month.
04. Issue of Employment Card, Attendance Card to Contract Workers.
05. Pehchan Card to every coverable employee under ESI Act.
06. The contractor shall pay wages to his workmen either through E-Payment Mode or cheque only. No wage payment shall be made in cash or through any other mode.

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

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

07. The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.

- During continuance of the Contract, the Contractor and his sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
- The contractor shall keep the Employer/RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, the Employer/RCF shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.
- Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
- Some of the major laws applicable and the compliance is to be made are given below:
 1. Contract Labour (R&A) Act, 1970
 2. Employees State Insurance Act, 1948
 3. Employees Provident Fund & Misc. Provisions Act, 1952
 4. Minimum Wages Act, 1948
 5. Payment of Wages Act, 1936
 6. Maternity Benefit Act, 1961
 7. Employees Compensation Act, 1923
 8. Factories Act, 1948
 9. Payment of Bonus Act, 1965
 10. The State Labour Welfare Fund Act
 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., along with details of wages payable, wage period, place and time of disbursement of wages, names and addresses of the Inspectors, etc.

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

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

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

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

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

11.4 WEEKLY OFF

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS

Three National Holidays:

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

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 along with 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 along with Undertaking, Indemnity Bond, Affidavit & monthly all such documents of ESI & PF and a copy of Labour License in respect of sub-contractor(s).

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

1)	Indemnity Bond	On Rs.200 stamp paper for issuing Form-III to obtain labour license to be submitting by Main Contractor
2)	Affidavit	On Rs.100 stamp paper to be signed by sub-contractor about the Companies of ESI & PF
3)	Undertaking	On Letter head to be signed by Main Contractor for engaging sub-contractors

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

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

15. GENERAL TERMS

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

The successful bidder has to submit 5% security deposit of annual contract value in the form of security deposit or Bank guarantee

19 RELEASE OF SECURITY DEPOSIT

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

20. 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.

21. 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.

22. CONTRACT PERIOD

The contract will be awarded for the period of TWO years.

23. 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 up-to the date of termination, as per the terms and conditions of the contract.

24. 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.

25. 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.

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

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

28. 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.

29. 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.

30. 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 at least 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 and after each year and shall be preserved for a period of twelve months.

Providing of personal Protective equipment's (PPE)

Maintenance of Overtime register

Maintenance of leave with wages register

04. Employees state insurance Act 1948

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

PROCESS COMPLIANCE FORM

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

To

**M/s. Rashtriya chemicals and fertilizers Limited.
D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies
Back Side, Eluru Road, Vijayawada-2 (AP).**

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering through GEM portal.

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.:
RCF/MKTG/AP/VJA/TAXI/2024-25

We hereby confirm the following –

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

With regards

Signature with company

sealName –

Company / Organization –

Designation within Company /

Organization –E-mail Id:

Tel no/ Mobile:

EARNEST MONEY DEPOSIT (EMD): Rs.35000/- (Rupees Thirty-Five Thousand Only)

E.M.D. –Scanned copy of EMD submitted to be uploaded

<p>RTGS/NEFT: EMD to be deposited in RCF's account through RTGS/NEFT and details of this transaction with UTR number to be submitted along with technical bid for verification. <u>Bank details for payment of EMD by RTGS/NEFT are as follows:</u></p>	
<p>(I) Beneficiary Name: Rashtriya Chemicals and Fertilizers Limited</p>	
Name of Bank	: STATE BANK OF INDIA
Branch	: Gandhinagar Branch-Vijayawada
Branch Code	: 1208
IFSC Code	: SBIN0001208
A/c No.	: 10442742195
<p><input type="checkbox"/> BANK & BRANCH NAME _____</p>	
<p><input type="checkbox"/> NEFT /UTR No _____</p>	
<p>Date of NEFT/UTR _____</p>	
<p>OR</p>	
<p><input type="checkbox"/> MSE bidders must submit applicable registration certificates for exemption of EMD (EMD exemption applicable for Micro and Small Enterprise as per MSME guidelines)</p>	
<p>Udyam Registration Cert No/ or any EMD exemption Cert</p>	
Type of enterprise	: Micro / Small

Earnest Money shall not be accepted in any form other than specified above and tenders not accompanied by earnest money as above, are liable to be rejected.

1. Please upload the RTGS/NEFT receipt of EMD Payment.
2. No interest shall be payable on the earnest money deposit.
3. The earnest money deposit will be refunded to the unsuccessful tenderer/s after finalization /issue of work Order of the said contract.

EMD SUBMITTED AS ABOVE

(Sign and Seal of Tenderer/Authorised person)

PRE-QUALIFICATION DETAILS

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

NAME OF BIDDER:

Sr.	Pre-qualification Criteria			
1	<p>WORK EXPERIENCE: The Tenderer should have Work experience of having successfully completed Hire Taxi Services. The Tenderer should submit the Work Orders and the corresponding Work Completion Certificates/ Experience certificates, duly obtained from clients served. Such work experience should be during last 7 years ending last day of month previous to the one in which applications are invited. For qualifying MSEs relaxation of 25 % in prior experience (value) applicable in PQ criteria.</p> <p>In case of Bidder is RCF's contractor in last seven years, then in addition to documents uploaded in technical clarification, if requires, RCF will consider its own record of work experience certificate/work order for meeting the criteria for work experience so that RCF contractor who have completed work successfully of requisite amount should not be disqualified. Above clause will be applicable only for work order/ work experience certificate and for no other documents already submitted to RCF by tenderer.</p>			
	WORK EXPERIENCE:		For Non-MSEs (Rs. Lakh)	For Qualifying MSEs (Rs. Lakh)
	A	One similar completed work costing not less than the amount of:	09.20	06.90
	OR			
	B	Two similar completed works each costing not less than the amount of	05.75	04.31
	OR			
	C	Three similar completed works each costing not less than the amount of	04.60	03.45
	Sr.	WO No. & Date	PO Value (Rs.)	Name of Customer
	1			
2				
3				
4				
2	Turnover during last three financial years		For Non-MSEs (Rs. Lakh)	For Qualifying MSEs (Rs. Lakh)
			3.45	2.59
	(Please submit CA certified or audited Average Annual Turnover of last 3 years ending 31 st March Certificate of preceding year)			
	Sr.	Financial Year	Amount (Rs.)	
	1			
2				
3				
Average Turnover for 3 years				
3	<p>GST Registration No/Indemnity Bond (Annexure-VIII):</p> <p>GST No is in the Name of:</p> <p>Address of Firm as per GST no:</p>			

4	PAN No: PAN No is in the Name of: Address of Firm as per PAN:
5	For MSME vendors it is mandatory to submit Udyog Aadhar Memorandum Number (UAM No):
6	Commercial Taxi passing certificate in own name of (Contractor/Operator) for vehicles specified category as per NIT. Vehicle make model shall be from year 2021 onwards. Available/Not available
7	Owner Vehicle RC Book, Valid Vehicle Insurance and RTO Tax receipt- Available/Not available
8	Tenderer shall have to submit declaration in respect that their party/ firm is not blacklisted. Yes/no
9	Financial Soundness: CA certificate with UDIN, indicating Net worth of last successive three years ending 31 st March of the previous year.
Notes:	
<ol style="list-style-type: none"> 1. Mere fulfillment of above eligibility criteria will not automatically ensures' vendor's qualification / shortlisting for the job and RCF decision on this matter will be final & binding. 2. Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice. 3. For experience other than Govt. depts., statutory bodies, Central or State level PSUs, bidder shall have to submit Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice. 	
SIGNATURE WITH STAMP	

I-GENERAL INFORMATION DETAILS	
1. NAME OF BIDDER:	
2. Address of the Firm	
3. Office Tel. No.	
4. e- mail ID	
5. Year of Establishment	
6. Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd. /Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e. Partnership deed Memorandum/Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	Enclose certified copies of documents
7. Names of the Contact person:	Mr.
8. Telephone No. of contact person _____ Mobile No. _____	
9. Name & designation of Authorized signatory	Authorised Person: _____ Submit Authorization letter.
II-INFRASTRUCTURE DETAILS	
1. Total No. of persons employed	
2. No. of Branch Offices with details of address, telephone No., FAX No. etc.	
3. No. of taxi owned. (if any)	Annex-
<p>I/We certify that all information furnished by Me/Us is correct and true and in the event that the information given is found to be incorrect /untrue, RCF reserves the right to disqualify me/us or terminate our contract without giving any notice or reason thereof.</p> <p style="text-align: right;">(Signature & Seal of Proprietor / Authorised Signatory)</p>	

TERMS & CONDITIONS

(KINDLY FILL THIS SHEET AND UPLOAD)		
BIDDER'S NAME:		
NOTE: Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.		
NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put V in front of your confirmation)
1	SCOPE OF WORK AS PER NIT	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
2	PAYMENT TERMS	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
3	PENALTY CLAUSE	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
3	<p>SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE: On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay 5% of the executed work value as Security Deposit, which will be deducted through running bills. The execution SD period shall be 6 (Six) months from the date of completion of the work in opinion of RCF Officer. The Successful bidder can also submit Security Deposit for 5% of yearly contract value in the form of Bank Guarantee as per RCF's format (Annexure). This Bank Guarantee will be valid for execution SD period + 6 months. Bank Guarantee of less validity period than specified will not be accepted. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached at Annexure - VIII.</p>	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
4	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
5	STATUTORY VARIATIONS: ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF'S ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
6	WHETHER THE PARTY IS NSIC REGISTERED UNDER MICRO/SMALL/MEDIUM ENTERPRISES ACT 2006 (PLEASE FURNISH THE PROOF)	Yes <input type="checkbox"/> NO <input type="checkbox"/>

7	WHETHER THE PROPERITOR OF “ MSME ” ENTERPRISE IS FROM SC/ST CATEGORY (PLEASE ATTACH CAST CERTIFICATE ISSUED BY COMPETANT AUTHORITY)	Yes <input type="checkbox"/> NO <input type="checkbox"/>
8	TENDER CONDITIONS AND SPECIAL CONDITIONS IF ANY: THE BIDDER HAS READ EACH PAGE OF TENDER DOCUMENT, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF TENDER DOCUMENT. (DEEMED AS SIGNED THE TENDER DOCUMENT)	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
9	All terms and conditions of NIT	Agreed <input type="checkbox"/> Disagreed <input type="checkbox"/>
SIGNATURE WITH STAMP		

ANNEXURE-VI

MODE OF QUOTATION (For Information)

TENDER NO.: RCF/MKTG/AP/VJA/TAXI/2024-25

Name & Address of Vendor: _____

(Rates to be quoted against individual items as per the below mentioned format only)

PARTICULARS	Estimated usage- No. of days/trips	Rate Type	Unit	Unit Rate (Rs. / unit)	Amount (Rs.)
VEHICLE TYPE – (A)	Sedan (Swift Dzire/Etios/Zest or equivalent CC of vehicle) (AC)				
1. LOCAL TOURS					
a) Four hours - 40 Kms	9 trips	Flat rate		→	
b) Eight hours - 80 Kms	35 trips	Flat rate		→	
c) Extra Per Km Over Slab (80KMs)	900 KMs	Unit rate	KM		
d) Extra per hour beyond 8 hours	50 Hours	Unit rate	Hours		
2. OUTSTATION TOURS					
a) Outstation tour per KM (Min 300 Kms - Avg per day)	60000 KMs	Unit rate	KM		
b) Driver Bhatta per day	160 trips	Unit rate	Trips		
c) Driver Bhatta for Outstation Night Halt	80trips	Unit rate	Trips		
PARTICULARS	Estimated usage- No. of days/trips	Rate Type	Unit	Unit Rate (Rs. /unit)	Amount (Rs.)
VEHICLE TYPE (B)	SUV (INNOVA or equivalent CC of Vehicle) (AC)				
1. LOCAL TOURS					
a) Four hours - 40 Kms	1 trip	Flat rate		→	
b) Eight hours - 80 Kms	6 trips	Flat rate		→	
c) Extra Per Km Over Slab (80KMs)	125 KMs	Unit rate	KM		
d) Extra per hour beyond 8 hours	15 Hours	Unit rate	Hours		
2. OUTSTATION TOURS					
a) Outstation tour per KM (Min 300 Kms - Avg per day)	2100 KMs	Unit rate	KM		
b) Driver Bhatta per day	7 trips	Unit rate	Trips		
c) Driver Bhatta for Outstation Night Halt	7 trips	Unit rate	Trips		
GST (%) under FCM 12% or RCM 5% - GST Amount should be mentioned in Rs.					
TOTAL OF ALL TYPE OF VEHICLES (A)+(B) including GST (Rs.)				→	

Total Cost including all other taxes and including GST (Rs in words) _____

(Enter the above Final value including GST in GeM Portal.)

NOTES:

1. Kindly read all the pages of NIT & special conditions before quoting for this work. The Party shall visit the site before quoting to access the quantum and nature of the job.
2. Tenderer has to quote for all the vehicle types & each component of price bid. The rates quoted by the tenderer shall be inclusive of all cost & all taxes etc. but exclusive of GST).
3. **Contract shall be awarded on overall LOWEST TENDER BASIS to the Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.**
4. Price Bid i.e. mode of quotation (Annexure - VI) given with tender to be uploaded in PDF format after filling all relevant information like flat rate amount (Rs.), unit rate in (Rs. / unit) and unit rate amount (Rs.) in price break up format separately. **The priced break up should be strictly uploaded separately as per the format available with the tender, failing which the offer is liable for rejection (renaming or changing format of price sheet (file) will not be accepted).**

Sign and Stamp/SEAL of tenderer

To,

M/s Rashtriya Chemicals and Fertilizers Limited

D.No.30-2-17, 1st Floor, Murthy Street,

Vijaya Talkies Back Side,

Eluru Road, Vijayawada-520 002

DECLARATION

“We herewith submit our Declaration that our firm **is not blacklisted during last three years or kept on holiday for certain period by** any Private firm/ Govt. Organization”.

(Authorised Signatory)

Date

Seal.

PLZ. NOTE: The Indemnity Bond is required if the turn-over of the party is below 20 lakhs (threshold limit for registration under GST) during the preceding financial year.

INDEMNITY BOND - On Rs. 500/- Stamp Paper.

THE DEED OF INDEMNITY is made on _____ day of _____ 2018 between M/s. _____ (hereinafter referred to as party of first part) and M/s. Rashtriya Chemicals and Fertilizers Limited, a Public Sector Undertaking having its Registered Office at Mumbai (hereinafter referred to as PSU of other part).

WHEREAS

1. The party of First part has participated in Tender for providing Office Premises floated by PSU of Other part.
2. The party of First part has claimed that aggregate value of services in preceding financial year has not crossed the threshold limit as prescribed under the GST laws during the preceding financial year and therefore they are not liable to pay GST on the activity undertaken by them.
3. The party of First part hereby undertakes to indemnify party of second part from any liability or any penal action or financial loss occurring on account of the said declaration shall be made good by the party of First part.
4. The party of First part also undertake and indemnify part of Second part for the cost of litigation if any on account of such declaration which is found to be incorrect subsequently.

IN WITNESS WHEREOF THE PARTY OF First part has put his hand Dated the day and year first mentioned hereinabove.

Signed and delivered by the
Within named party of First part

1.

In the presence of

1.

2.

Signed and delivered by the
Within named party of second part

1.

In the presence of

1.

2.

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.

(FORMAT FOR SOLVENCY CERTIFICATE)

(on Bank's Letter Head)

REF NO:

DATE,,,,,,

To Whomsoever Concerned

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

.....

.....

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

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

Yours faithfully,

(Bank Official's signature & stamp)

ANNEXURE-XI

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

(To be submitted on Rs. 500/- non judicial stamp paper)

Bank Guarantee No. _____ **dated** _____

M/s Rashtriya Chemicals and Fertilizers Limited,

.....,

.....

.....

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s _____ having its registered/ principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs _____ towards security

/ Performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs _____ as required under the terms and conditions of Contract

/ Work Order / Purchase Order no. _____ dated _____ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier / contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. _____ [Rupees _____] on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].
2. We, **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.

3. We the **Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.
4. We the **Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.
8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor** or the provision of the contract between **Supplier / Contractor** and **RCF**.
9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.
10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
11. We, the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (bank)

Signature of Authorised Official of bank Name

of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No: Email Id:

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

A) - STATE BANK OF INDIA AND IT'S ASSOCIATE BANKS:

1. State Bank of India,
2. State Bank of Bikaner & Jaipur,
3. State Bank of Hyderabad,
4. State Bank of Indore,
5. State Bank of Mysore,
6. State Bank of Patiala,
7. State Bank of Saurashtra,
8. State Bank of Travancore.

B)- NATIONALISED BANKS:

1. Allahabad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

C)- OTHER BANKS:

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,

D) - FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank
14. Standard Chartered Bank
15. - **PRIVATE SECTOR BANKS:** 1. Axis Bank Ltd., 2. Housing Development Finance Corporation Ltd., (HDFC)
3. ICICI Bank Limited, 4. IDBI Bank Limited,

DISCIPLINARY MEASURES

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

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

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

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

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

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

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

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

1.0) HOLIDAY LISTING OF VENDORS / CONTRACTORS: -

In the following circumstances, Vendors / Contractors may be put on 'HOLIDAY LIST', for a duration minimum of one year and 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 end of Vendors / Contractor such as labour, financial, legal etc.

which are not likely to be resolved by the Vendors / Contractor within one year.

c) Litigation, including arbitration proceedings, against or by the Vendors / Contractors, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Vendors / Contractors is put on holiday, the shortcomings will be brought to the notice of the Vendors / Contractors, 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 Vendors / Contractors does not rectify the breaches within a specified period of time. One weeks' time will be given to the Vendors / Contractors to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Vendors / Contractors within the stipulated time period, action / approval for putting the Vendors / Contractors 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.

Depending on the severity of the default by the Vendors / Contractors, RCF Ltd can also De-list the Agency in addition to Holiday.

The name of the Vendors / Contractors put on holiday List will be displayed on company website and the Vendors / Contractor shall be put on Holiday in all units of the company. In the meantime, further tenders will not be issued to such Vendors / Contractors. Offer of such an Agency shall not be considered in RCF tenders. However, Vendors / Contractors may be allowed to suitable period of time i.e. maximum of 6 months for completing the other running contracts. If RCF deems fit may recommend for increase in time for completing of job depending upon the nature of job and on case-to-case basis.

The period of Holiday starts from the date of completion of other remaining contracts.

1.0) DELISTING OF VENDORS / CONTRACTORS: -

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

- a) Fall in credit rating of the Vendors / Contractors.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Vendors / Contractors.
- 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 if RCF Ltd at its discretion can delist the Vendors / Contractors for a maximum period of five years.

Name of the De-listed Vendors / Contractors will be displayed on company website and will be on De-listed list in all units of the RCF Ltd. In the mean-time, further tenders will not be issued to such an Vendors / Contractors.

However, the Vendors / Contractors may be allowed a suitable period of time i.e. maximum of 6 months for completing the other running contracts. If RCF deems fit, may recommend for increase in time for completion of job depending upon the nature of job and on case-to-case basis. The period of Holiday starts from the date of completion of other remaining contracts.

Necessary action will be taken on the Vendors / Contractors on case-to-case basis.

2.0) DELISTED VENDORS ON HOLIDAY LIST: -

The Vendors / Contractors who are put on the Holiday List, can be reinstated with the approval of the competent authority after reviewing their status with respect to the reasons of default after completion of the period of Holiday.

3.0) BLACKLISTING OF AN AGENCY: -

A Party (Vendors / tenderer / Bidder / Supplier / Contractors as the case may) 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) Vendors / Contractors continuously refuses to pay Company's dues without showing adequate reasons or
- c) Vendors / Contractors (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.

As per chapter 1, Definition 2 (c) of Competition Act 2002 "cartel" includes an association of producers, sellers, distribution, traders or service providers who by agreement amongst themselves, limit, control or attempt to control the production, distribution sale or price of or trade in goods or provision of services.

(Cartel: - By the Word Cartel in Civil tenders it is meant that creation of a situation where two or more parties come together to form a group or nexus amongst themselves with personal motives which are detrimental to the interest of the company. For e.g. Quoting the near similar rates in the same fashion or influencing the other tenderer for rate quotes)

Important: All the rules & regulations as per competition commission of India constituted under competition Act 2002 will be applicable and binding on all the participants. It is also mandatory for all tenderers to indemnify the company that they will not involve themselves in any act of cartelization. If they are found to be doing any form of cartel, the company is authorized to initiate suitable action against them as decided by the company.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Vendors / Contractors should not be Blacklisted will be sent to the Vendors / Contractors. The notice will specify clearly the reasons for considering the Vendors / Contractors for blacklisting and two weeks' time will be given to the Vendors / Contractors to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Vendors / Contractors within the stipulated time period, action / approval for blacklisting shall be taken by the RCF Ltd without any further notice.

It is to be noted that the decision of forfeiture of EMD/SD will taken by RCF Ltd and will be final and binding on the parties in this regard.

In case if Vendors / Contractors 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.

i.e. In case of Civil Contracts, if a contractor is awarded more than one Civil Contracts plus Contracts of various nature and if the Contractor is proposed to be blacklisted Vendors / Contractors will automatically be blacklisted for all the contracts awarded by the RCF Ltd at any level.

Name of the blacklisted Vendors / Contractors will be displayed on RCF website in all units of the company. No further tenders shall be issued to such Vendors / Contractors.

Period of blacklisting will be minimum for five years, in line with integrity Pact.

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

All the running contracts/other works with the Vendors / Contractors will be terminated immediately after blacklisting.

The List of Blacklisted parties shall be put on RCF Website in all Units of the Company

All the parties will indemnify RCF from any responsibility arising out of such acts of parties from competition Act 2002 in Vogue.

Note:

1. Vendors / Contractors 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 Vendors / Contractors 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 Vendors / Contractors has indulged in corrupt/fraudulent/collusive/coercive practices, the Vendors / Contractors 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 Vendors / Contractors stands forfeited.
3. In case if an Vendors / Contractors 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 Vendors / Contractors shall not be considered in RCF tenders.

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, WOMEN OWNED MSEs:
- 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 Centers (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Aadhar Udyog Memorandum
 - ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
 - iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must submit additionally submit certificate from any of the following:
 - Aadhar Udyog Memorandum
 - National Small Industries Corporation (NSIC)
 - Certificate /document mentioning women as owner of MSE
 - iv. 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.
 - v. 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 25% 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 25% 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.

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of an Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) 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 25% 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 25% and Where the MSE is Women owned, they shall be exclusively awarded a share of 3% of the above 25%, in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

(c) **Exemption from Earnest Money Deposit (EMD)/ Tender cost 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 GEM portal).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) No exemption shall be allowed for the submission of Security Deposit / Performance Bank Guarantee, if applicable in the particular tender.

Note:

- i) The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders / agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.
- ii) Bidders registered under the "services" category shall not be considered for supply of material/stores.