



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

Registered office: Priyadarshini, Eastern Express Highway, Sion, Mumbai -22.
WORKS: ADMINISTRATIVE BUILDING,CHEMBUR, MUMBAI-400 074
PHONES: 022-25522651/2958/2727/2505 **GRAM:** FERTILIZER,
Website-www.rcfltd.com, **CIN :**L24110MH1978GOI020185

NOTICE INVITING TENDER FOR: One-time contract for replacing old concrete street light poles with new street light poles at RCF Ltd., Trombay Unit, Chembur, Mumbai

TENDER NO.: TROM/2908/OPEN(EWS)/1/2026-CONTRACT CELL/2884

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

KINDLY NOTE THAT ONLY OFFER THROUGH GeM WILL BE CONSIDERED AGAINST THIS TENDER

Bidders shall visit the site between 9.00 a.m. to 4.00 p.m. with prior appointment on any of the working day for discussions & clarifications if any regarding the subject tender

The pre-bid meeting with RCF scheduled as per time mentioned on GEM Bid document. in the Administrative Building, CC Dept. RCF Chembur, for discussions & clarifications if any regarding the subject tender. Interested bidders who wish to attend the pre-bid meeting shall email their contact details to the below mentioned officers at least one day in advance. No further requests for rescheduling of meeting date/time shall be entertained.

No verbal and / or telephonic queries and clarifications will be entertained by the RCF. All queries and clarifications are to be addressed to following E-mail id.

Contacts:

- 1) GeM Helpline Number: 1800-419-3436**
- 2) Mrs. Sangeeta Gaikwad, AGM (Contract Cell) (Tel:+91 22 2552 2727) (shgaikwad@rcfltd.com)**
- 3) Mr. Rahul Jiwane, SM(E) (Contract Cell) (Tel:+91 22 2552 2143), (rdjiwane@rcfltd.com)**

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

“ BIDDERS SHALL ENSURE THAT ALL DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL AND /OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ITSELF ALONGWITH THE ORIGINAL BIDS”.

RCF SHALL NOT SHARE THE TECHNO-COMMERCIAL BIDS OF ANY BIDDER WITH OTHER PARTICIPATING BIDDERS.

INSTRUCTION FOR BIDDERS

THIS IS A NOTICE INVITING TENDER (NIT) FOR: One-time contract for replacing old concrete street light poles with new street light poles at RCF Ltd., Trombay Unit, Chembur, Mumbai

1. **AWARD OF CONTRACT:** Contract shall be awarded on **LOWEST TENDER BASIS** to the Vendor/Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.
 - a) Bid Evaluation shall be carried out on Lump sum Basis only.
 - b) Bidder shall quote Grand total Lump sum price including all applicable taxes & duties for complete items/jobs. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained.
 - c) Disclosure of Price in technical bid will be liable for rejection.
 - d) Vendors Are Requested to Upload the Price Breakup sheet of the Lump sum offering as per attached format in GeM portal.

All particulars of the form have to be filled and required documents are to be submitted. Incompletely filled form or non-submission of documents in support of pre-qualification details will result into disqualification of the offer.

The bidder shall thoroughly go through the scope of work, visit the site if required to properly understand the various jobs involved before submitting the quotation.

BIDDER SHALL SUBMIT DULY SIGNED AND STAMPED COPY OF FOLLOWING DOCUMENTS ALONG WITH YOUR OFFER.

1	Signed and stamped copy of “ CREDENTIALS & ELIGIBILITY CRITERIA ” with duly filled bidder response as mentioned ANNEXURE-I .
2	Signed and stamped copy of “ Commercial Terms & Conditions ” with duly filled bidder response as mentioned ANNEXURE-II .
3	Signed and Stamped copy of “ Terms and Conditions related GST clause, MII with duly filled AND Land Border Declaration.(ANNEXURE-II A ,II B,II C) .”
4	Signed and stamped copy of “ scope of work ” with duly filled SAC/HSN code with GST % applicable for each items” as mentioned ANNEXURE-III .
5	Signed and Stamped copy with duly filled details “ Declaration of Status of Debarment Listing/ Blacklisting/ Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers ” (ANNEXURE – B)
6	Signed and Stamped copy with duly filled details “ UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/ COMPANIES ” (ANNEXURE – C)
7	Signed and Stamped copy of “ INTEGRITY PACT ” (Annexure-VIII) with duly mention bidder name as asked in Annexure-VII
8	Scanned copy of EMD payment acknowledgement slip or UDYAM registration Certificate for EMD Exemption

- MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.

- MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.

- **Importance of ZED and LEAN Certification:** The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.

For more information on the ZED and LEAN Certification Schemes, please visit:

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

MSEs: Preference for MSEs:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference clause shall be applicable to MSEs bidders as in line with GeM.

All MSE bidders shall select purchase preference on GeM portal (if applicable) for availing facility of Purchase preference and register/declare their UDYAM Number on GeM Portal copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012.

Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party only.

2. Bid Validity: The bid should be valid for a period of **90 days** from the date of opening of the tender. **Offers with less bid validity shall be rejected outright.**

3. Early payment

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.

4. Grievances during Tendering Process:

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID : GC-TROM-CC@rcfld.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

Note: CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS:

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

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

➤ **Relaxation in Experience criteria & Turnover for eligible MSEs/ STARTUPS**

a) **For MSEs-** Relaxation of 25% in prior experience/ Annual financial turnover to be provided to the qualifying MSEs. Relaxation in prior experience to qualifying MSEs will be applicable if Pre-Qualification Criteria (PQC) of similar work experience is based on value of the estimate or quantity of the tender. However, relaxation in prior experience to qualifying MSEs will not be applicable if Pre-Qualification Criteria (PQC) of similar work experience is based on technical parameters which cannot be increased/ decreased/divisible.

b) **For Start-Up BIDDER:**

A) *Start-up bidders must submit the following documents:*

a) *Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.*

b) *Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.*

B) *Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.*

Following relaxations will be given to Start-up bidders:

1) *25% relaxation in average turnover criteria*

2) *25% relaxation in past experience criteria, applicable to value or quantity only*

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

C) *Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD*

CREDENTIALS & ELIGIBILITY CRITERIA

(NOTE: Please fill the details in front of each criteria mentioned below and upload this. 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)**)

NAME OF BIDDER:

SN		Details to be filled and proof to be attached												
1.	Name & Address of the company													
2.	Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration)													
3.	Name of owner / proprietor/directors													
4.	Contact Telephone Numbers													
	Mobile -													
	E-Mail ID-													
5.	Banker's Name & Address													
6.	PAN No. (enclose copy of certificate)													
7.	GST registration number (if applicable)													
8.	ESIC: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate													
9.	PF: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate													
10.	<p>Technical Pre-qualification Criteria/Specification/Definition of similar Service Pre-qualification criteria:</p> <p>A. The bidder shall have a valid Electrical Contractor's License issued by the Government of Maharashtra as per the relevant electricity act. (enclose copy of valid Electrical Contractor's License)</p> <p>B. The bidder must have successfully executed or similar work involving replacement, erection, or installation of lighting poles, including construction of concrete pedestal/foundation, and completion of associated works in all respects during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.</p> <p>i. Three similar completed works costing not less than the amount equal to Rs. 8.83 Lakhs/-each(Exclusive taxes) (Rs. 6.62 lakhs for MSE Bidder) OR</p> <p>ii. Two similar completed works each costing not less than the amount equal to Rs. 11.04 Lakhs /- each(Exclusive taxes) (Rs. 8.28 lakhs for MSE Bidder) OR</p> <p>iii. One similar completed works costing not less than the amount equal to Rs. 17.66 Lakhs/-(Exclusive taxes) (Rs. 13.24 lakhs for MSE Bidder)</p>													
11.	<p>Turnover / audited annual reports</p> <p>Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below:</p> <p>Average annual turnover of 6.62 Lakhs /- ending 31st March of financial years 2022-2023, 2023-2024 and 2024-2025. (Rs. 4.96 lakhs for MSE Bidder)</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Financial year</th> <th>Turnover Details to be filled and proof to be attached</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2024-25</td> <td></td> </tr> <tr> <td>2</td> <td>2023-24</td> <td></td> </tr> <tr> <td>3</td> <td>2022-23</td> <td></td> </tr> </tbody> </table>	S.N.	Financial year	Turnover Details to be filled and proof to be attached	1	2024-25		2	2023-24		3	2022-23		
S.N.	Financial year	Turnover Details to be filled and proof to be attached												
1	2024-25													
2	2023-24													
3	2022-23													

	<p>Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practicing CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant will be valid and accepted only with UDIN number.</p> <p>In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least Rs. 6.62 Lakhs/- (Rs. 4.96 lakhs for MSE Bidder)</p>	
12.	<p>NET WORTH: Net worth of the bidder (manufacturer or principal of authorized representative) should not be negative in the balance sheet of last financial year AND also should have not eroded by more than 30% (thirty percent) during the financial years 2022-2023, 2023-2024 and 2024-2025; i.e. the net worth of FY 2024-2025 should not have eroded by more than 30% as compared to that of FY 2022-2023. The bidder to submit the documentary proof e.g. audited balance sheet, P&L account etc. for the same with net worth certificate duly certified by practicing CA with membership number, seal, signed and UDIN number. In case the date of constitution / incorporation of the bidder is less than 3 years old, the following will be applicable:</p> <ul style="list-style-type: none"> • The net worth in each of these years should not be negative. • Net worth in respect of the immediate previous financial year should not have eroded more than 30% than that of its previously audited financial statement. <p>In case the bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.</p>	
13.	For MSME vendors it is mandatory to submit Valid UDYAM registration certificate	
<p>Following documents shall be required to demonstrate experience in completion of similar services:</p> <ol style="list-style-type: none"> 1. Copy of the Purchase Order (PO)/Work Order / Contract as mentioned above shall be issued and executed within the last seven (7) years. 2. Proof of execution of the submitted Purchase Order (PO)/WO, which may include any of the following: <ol style="list-style-type: none"> a. Completion certificate / Customer Acceptance Certificate OR b. GeM SDAC(Service Delivery Acceptance Certificate) document OR c (i). Tax Invoice to the extent of required Pre-Qualification value and (ii). Proof of receipt of payment like bank statement for the above referred tax invoice. <p>The document submitted as proof of execution must be specifically for the same concerned Purchase Order (PO)/Work Order/Contract submitted, clearly indicating the corresponding PO/Work Order/Contract number. Note: Above PO values should be basic cost excluding taxes and any other charges. If any bidder submits a Purchase Order (PO)/Work Order/Contract with RCF for the tendered items/works or services within the applicable time period as specified, a confirmation regarding execution of the contract will be obtained directly by RCF.</p> <p>Note-</p> <ol style="list-style-type: none"> a) Kindly note that the work order shall be placed by end user organisation directly on the participating Bidder's name. The job carried out by the Bidder for the end user organization through another agency where work order is not in the name of the Bidder, will not be considered unless written confirmation of the end user organization. b) The offer of bidders not fulfilling the criteria mentioned above will not be considered for further evaluation. <p>Mere fulfilment of above eligibility criteria will not automatically ensures vendor's qualification/short-listing for the job and RCF decision on this matter will be final & binding</p> <p>All the documents shall be duly signed and stamped by the applicant, on each page.</p>		

COMMERCIAL TERMS & CONDITIONS

BIDDER'S NAME:		
NOTE: Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration.		
NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put √ in front of your confirmation)
1	Contract Validity – Contract shall be valid for the period of One year from the date of issue of work order.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	<p>Payment Term: The Bidder can generate one time running bill, after the completion of minimum 40 nos. of the pole and rest after the completion of job. The payment will be done for the actual amount of the job. Payment shall be made on 30th day from the date of submission of bills with certified service reports to Contract Cell after completion of job, on the basis of actual quantum of work executed.</p> <p>In case of any discrepancy in the invoice, Bidder has to resubmit the corrected invoice to Contract Cell and payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.</p> <p>Early Payment provision: Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	Penalty for delay in bill submission- The bill with supporting documents must be submitted within 30 days from the date of completion of job. In case of delay in submission of bills beyond 30 days, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	Bid Validity: Your Offer shall be valid and firm for at least 90 days from the date of bid opening.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	This tender is a Non-divisible tender. Preference to MSME is as per ANNEXURE-A for Non-divisible tender. In support of the bidder being a MSE the UDYAM certificate shall be submitted, in absence of which the Purchase Preference for above shall not be considered	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	Agreed to all Conditions related to MSME Clause ANNEXURE-A, TReds ANNEXURE-AI, Disciplinary Measures ANNEXURE-IV, INSTRUCTION FOR BIDDERS	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	Agreed to all Conditions related to HSE REQUIREMENT (ANNEXURE-V) , STANDARD TERMS AND CONDITIONS (Part-B i.e. Temporary / Daily Rated temporary Contract Labours) and GENERAL STANDARD TERMS AND CONDITIONS (Part-C)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

8	STATUTORY VARIATION CLAUSE: Within contract period is in RCF scope and beyond contract period in party's scope.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
9	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
10	Whether the party is registered under micro/small/medium enterprises act 2006 (please furnish the proof)	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	All MSE bidders shall register/declare their UDYAM Number on GEM Portal and copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012	Mention UDYAM Number <input type="checkbox"/> Not Applicable
12	Whether the proprietor of “ msme ” enterprise is from SC/ST category(please attach cast certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY (NOTE: NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER, NO CORRESPONDENCE SHALL BE DONE FOR CLARIFICATIONS)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
14	Taxes and Duties: Please mention SAC/HSN code with GST % for each item mentioned in ANNEXURE-III. If nothing mentioned it will be assumed that quoted rates are inclusive of all taxes and duties.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
15	PO will be placed through GEM Portal. Bidders have to necessarily accept the GeM PO issued by RCF in GeM Portal itself. The necessary transaction charges for acceptance of GEM PO should be paid by the bidder directly to GeM. Quoted Charges by the bidder to RCF should be inclusive of all such transaction charges payable by the bidder to GeM directly.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
16	I have read all the Bid conditions including the GeM GTC, STC and also all the clauses, attached Annexures incorporated by the Buyer in ATC and various corrigendum of the bid. I hereby confirm acceptance and compliance of all the conditions including attached Annexures, GTC, STC and ATC and Corrigendum conditions. I also confirm that all the product(s) /service offered is/are fully compliant with the specifications asked for in the bid, including the additional specification parameters incorporated by the Buyer in the bid document.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
17	“Credentials & Eligibility Criteria” ANNEXURE-I with complete information as required by RCF with supporting documents.	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
18	Duly filled, signed and stamped copy of Terms and Conditions related GST clause ANNEXURE-II A of NIT	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted

19	Offered items/services for subject tender has Minimum Local content as per 'Make In India policy' of this enquiry, then submit Declaration stating '%' of local content in items/category of items/services and details of location/facility within India where the value addition is done for eligibility under Make in India policy. Annexure-II B (It is mandatory to submit declaration about local content, else your offer will be considered as non-local supplier)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
20	Land Border Declaration/Certificate as per order (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020)) Annexure-II C	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
21	Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers Annexure B	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
22	Undertaking about common Directors/partners/Interest in other associated Units/Companies Annexure C	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
23	Mobilization Period: as per Scope of Work (Annexure III of NIT)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
24	Completion Period: as per Scope of Work (Annexure III of NIT)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
25	<p>LIQUIDATED DAMAGE (LD): Sum equivalent to 0.5 (half) per cent of the contract value of the delayed Works/ Services for each week (or day or hour, as the case may be) of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay this maximum deduction of LD shall be 10% of the executed value of the contract.</p> <p>Inordinate Delays: - Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays.</p> <p>However, in the event of any changes to the LD clause in the GeM General Terms and Conditions (GTC), the prevailing GeM Clause shall apply</p> <p>Both Seller and Purchaser agree that the above percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. (Agreed by RCF)</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
26	Guarantee/Warranty: as per Scope of Work (Annexure III of NIT)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

Terms and Conditions related to GST & Tax Compliance Clauses

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

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

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

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

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

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

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

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

Tax Compliance Clauses

- Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
- Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
- If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
- Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
- Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
- 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 Act with all required supporting document(s) within a period specified in Contracts/ LOA.
- Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
- The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
- 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 the company as per GST Act provisions.
- 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 Act Provisions.

11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and 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 the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. 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 the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company 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 the company.
22. The company 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 requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

SIGNATURE WITH STAMP
(On all Pages)

FORMAT FOR DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY BY GOVT. OF INDIA

(Duly filled, signed and stamped format shall be submitted on company's letter head)

DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY BY GOVT. OF INDIA

a) We have participated in Tender No/Bid No. : as a service provider of offered services.

b) We hereby declare that we have submitted the bid under Make in India policy and that the local content in the offered material/services is.....% (to be eligible under Make in India policy)

c) Details of facility / location where the value addition is done is as given below:

.....
.....
.....
.....

d) We also confirm that, we accept that the local content declared by us is liable to be audited by RCF and we confirm that we shall provide all assistance/ co-operation for the same. In the event the local content of goods/ service / works mentioned herein is found to be incorrect and not meeting the prescribed Minimum local content criteria, based on the assessment of procuring agency (RCF)/ Govt. authorities for the purpose of assessment of local content, action shall be taken against us in line with Make In India Policy.

With regards,

Signature with company seal

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

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020)

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

2. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting

alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
5. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
6. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. Certificate regarding compliance

Bidder shall furnish a certificate along with tender documents regarding their compliance with this Order as per the format on their letter head. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Format of Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

VII. Validity of registration

Registration should be valid at the time of submission of bids and at the time of acceptance of bids-

VIII. The said order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

Scope of Work

Brief Description of Job

The lighting circuits and supporting structures in the RCF factory premises at various location are over 20 years old. The existing cables and junction boxes are heavily corroded and damaged, resulting in frequent failures. All cables, light-fitting support structures, and junction boxes are to be replaced. Additionally, the over 20-year-old concrete lighting poles are damaged and pose a safety hazard; they are to be removed and replaced with new poles. New supports for LED light fittings and junction boxes are also to be fabricated and installed. In addition to this existing metal poles are to be painted with its numbering for better appearance, identification and to increase its life by avoiding corrosion.

A. Scope of Work (but, not limited to the following)

1. Shifting of Materials:

Shifting of cable drums, G.I. lighting poles, LED light fittings, and structural steel from within factory premises to the site. Cables, lighting poles, light fittings, and structural steel are in RCF's scope. Hydra/Crane, MEWPs and Truck for transport are in bidder's scope.

2. Dismantling of Old Poles:

Dismantle and remove 70 nos. of 7 m M.S. lighting poles and 5 nos. of 7 m concrete lighting poles with utmost safety. Disconnection and removal of light fittings are in Bidder's scope. Redundant poles shall be shifted to the scrap yard. Hydra, MEWPs/ articulate cranes and Truck are in bidder's scope.

3. Construction of RCC Pedestals:

RCC pedestals (500 mm × 500 mm × 1500 mm; 1 × b × h) shall be constructed for 60 new lighting poles. A minimum of 500 mm of each pedestal shall be embedded in the ground. Digging is in Bidder's scope. J-type foundation bolts which will be provided by RCF, shall be properly grouted with the pedestal. Concrete, grit, steel reinforcement, or any other materials required for construction of RCC pedestal are in Bidder's scope.

4. Installation of New Poles:

Installation of new lighting poles with LED fittings on the newly constructed pedestals. J-type foundation bolts, lighting poles, and light fittings are in RCF's scope. Hydra and articulate cranes required for installation are in bidder's scope.

5. Painting and numbering of existing old poles:

The scope of work includes cleaning all poles to remove rust and dirt, applying one coat of red oxide primer followed by two coats of aluminium enamel paint on each pole, and applying two coats of black paint to the foundation and up to one meter above ground level of each pole. The work also includes numbering each pole using black paint on a yellow background as per the assigned numbers. The bidder shall supply all required materials such as thinner, aluminium enamel paint (reputed manufacturers such as Asian Paints, Berger, Nerolac, or equivalent), black paint, brushes, and other consumables. Scaffolding / platform/ MEWP required for painting at height is within the bidder's scope. All workmen deployed by the bidder must strictly adhere to applicable safety rules and precautions and use necessary personal protective equipment such as safety belts and helmets.

6. Removal of Old Fittings and Cables:

Disconnection, de-clamping, and removal of old/damaged light fittings, junction boxes, and cables are in Bidder's scope.

7. Shifting of Old Cables & other materials:

Old damaged cables shall be shifted to the scrap yard. MEWPs/articulate cranes and Truck for transport are in bidder's scope.

8. Removal of LED Fittings and Electrical Panels:

Disconnection and removal of LED fittings, junction boxes (JBs), and lighting distribution boards (LDBs) and shifting to scrap yard. MEWPs/articulate cranes and Truck for transport are in bidder's scope.

9. Fabrication of Supports:

Fabrication and provision of new or additional supports/stands for installation of light fittings, JBs, and LDBs as per RCF Engineer's instructions. All supports shall be properly grouted.

10. Painting of Supports:

Painting of supports with two coats of epoxy paint (one primer coat and one finish coat). Paint is in RCF's scope.

11. Installation of Fittings and Panels:

Installation of light fittings, junction boxes, and LDBs on fabricated wall supports/stands. Laying and termination of LT cables for these are in Bidder's scope. For workshop and other areas under Electrical Workshop

12. Wall Supports Installation:

Wherever required, wall supports shall be fixed using anchor fasteners/hardware. Anchor fasteners/hardware shall be cadmium plated and are in Bidder's scope.

13. Handling of Live Cables:

Lifting of live LT cables, wherever required, for removal or laying.

14. Cable Laying:

Laying of new/old cables through cable trays or underground trenches.

15. Trench Excavation and Backfilling:

Wherever required, digging of a minimum of 1 foot in soft soil or concrete, including backfilling after cable laying, as instructed by RCF Engineer.

16. Cable Dressing and Clamping:

Proper dressing and clamping of cables to avoid overlapping or crossing. Clamps and cable ties are in Bidder's scope.

17. Termination of LT Cables:

Termination at source/load end, including glanding and lugging. If existing cable is found short in length while connection/termination, suitable m-seal cable joint is to be provided between existing cable and new cable. Execution of cable joints are in bidder's scope. M-seal LT cable joint kit of suitable size is in bidder's scope. Lugs and glands are in RCF's scope.

18. Earthing Connections:

Laying and termination of 16 sq.mm Al earthing cable (maximum 10 m) from nearby earth pits to poles, JBs, and LDBs. Earthing cables are in RCF's scope.

19. Tools, Tackles, and Equipment:

All tools, tackles, and equipment required for execution of the job shall be arranged by the Bidder. Hydra/Crane, MEWPs/ articulate cranes and Truck are in bidder's scope.

20. Manpower Requirements:

Parties shall arrange sufficient manpower to complete the work within the specified time frame.

21. Safety Measures:

Use of double harness safety belts wherever necessary.

22. Supervision:

A dedicated supervisor shall be deputed for the entire duration of the job.

B. RCF Scope

1. RCF shall arrange for the Gate Pass.
2. Cables, Structural Steel, Light Poles and Fittings, JBs, LDBs, Paint, Lugs and Glands are in RCF's scope.

C. Bidder's Scope

1. All the required tools & tackles including PPE for the job.
2. Concrete, Grit, Steel for reinforcing, Clamps, hardware, anchor fasteners, etc.
3. Hydra/Crane, MEWPs/ articulate cranes and Truck are in bidder's scope.

D. Job Completion Period (Time Schedule)

The job shall be completed within three months from the date of site clearance.

E. Mobilization Period

Bidder is to start the job within a week from the date of site clearance.

F. Validity of Work Order

One year from the date of issue of work order.

G. General

1. The job shall be carried out as per the above scope of work.
2. The work order shall be valid for one year.
3. The bidder should visit the site and understand the job before the quotation.
4. Payment shall be made as per actual.

H. Warranty Period

1. Bidder shall provide warranty for six months for workmanship. Any fabricated part including welding, fixing etc. if found defective, shall be replaced/repared without any charge.

I. Note

1. WO shall be placed on the overall lowest tender basis.
2. The payment shall be made on the actual quantity of the job completed.
3. The job shall be carried out in single phase or in phased manner based on climatic condition and as per the site availability.

Bidder to mention SAC/HSN code and GST % for each item mentioned below:

Sr. No.	Job Description	SAC/HSN code	GST %
1	Removal and shifting of existing 7-meter-high MS / concrete lighting poles to the scrap yard. All necessary equipment, tools, and safety measures for dismantling, lifting, and transport shall (e.g crane, truck, Mobile Elevated Work Platforms (MEWPs) etc) be in the bidder's scope, as per SOW.		
2	Installation of 7-meter-high lighting poles, including construction of concrete pedestal/foundation, and complete in all respects, All necessary equipment, tools, and safety measures for dismantling, lifting, and transport shall (e.g crane, truck, Mobile Elevated Work Platforms (MEWPs) etc) be in the bidder's scope, as per Scope of Work (SOW)		
3	Fabrication and provision of suitable supports/stands for mounting LED light fittings and junction boxes complete in all respects, as per Scope of Work (SOW).		
4	Painting of MS street light poles as per scope of work (platform/scaffolding is in bidder's scope)		
5	Numbering of street light poles as per scope of work		
6	Assembly, installation, and/or replacement of LED light fittings, junction boxes, and lighting distribution boards (DBs) on fabricated supports, complete in all respects, as per Scope of Work (SOW).		
7	Disconnection, de-clamping, and removal of all existing old and damaged cables from cable trays, as per Scope of Work (SOW), for the following sizes:		
a	3 / 4 C * 1.5 / 2.5 sq.mm, XLPE, Cu cable		
b	4 C * 16 / 25 sq.mm, XLPE, Al cable		
8	Laying of LT cables through cable trays, including proper dressing, clamping, and securing of cables, as per Scope of Work (SOW), for the following sizes:		
a	3 / 4 C * 1.5 / 2.5 sq.mm, XLPE, Cu cable		
b	4 C * 16 / 25 sq.mm, XLPE, Al cable		
9	Laying of LT XLPE, Al/Cu armoured cables of the following sizes through underground trenches, including excavation to a minimum depth of 1 foot in soft soil or concrete, proper cable laying, and backfilling, complete in all respects, as per Scope of Work (SOW).		
a	3 / 4 C * 1.5 / 2.5 sq.mm, XLPE, Cu cable		
b	4 C * 16 / 25 sq.mm, XLPE, Al cable		
10	Cable terminations as per SOW and of cable size,		
a	3 / 4 C * 1.5 / 2.5 sq.mm, XLPE, Cu cable		
b	4 C * 16 / 25 sq.mm, XLPE, Al cable		
c	Supply of 16 sq.mm cable M Seal joints		
d	M-seal Cable joints upto16 sq.mm		
11	Lifting, Shifting including Transportation of removed cables disconnected LT cables, to the designated scrap yard, complete in all respects, as per Scope of Work (SOW).		
12	Lifting, Shifting including Transportation of removed LED light fittings, junction boxes (JBs), and lighting distribution boards (LDBs), items to the designated scrap yard, as per Scope of Work (SOW).		

DISCIPLINARY CLAUSES**DEBARMENT OF FIRMS FROM BIDDING (HOLIDAY/DE-LISTING/BLACK-LISTING)**

1. Debarment is classified under following two types:

- (i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.
- (ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms.

In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration", su-moto with drawing or altering the bid within bid validity period etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also be displayed on RCF's website for all units of RCF.

f. Proposal for approval of debarment to be put up by committee to CMD. Approval of CMD is required to debar the firms.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

Debarment across All Ministries /Departments / Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings

7. Where RCF is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, RCF can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

- (i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.

12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

20. The period of debarment shall start from the date of issue of debarment order.

21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

SIGNATURE WITH STAMP

HSE REQUIREMENT

A. Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.

All the Contractors / Subcontractors / Suppliers / Transporters / Consultants and their supervisors, shall follow and comply the following Safety instructions for safe execution of the allotted jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site. All the contractors/sub-contractors/ suppliers/ Transporters/ Consultants and their supervisors shall be termed as “Contractor”.

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

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

I. General Instructions:

All the concerned mentioned above as “A” shall mandatory comply ESIC, PF, WCA & Group Insurance for all the workers / supervisors / Drivers/ Cleaners employed by them.

- a. Group insurance policy of contract workers/ transport workers i.e. ‘Workmen compensation policy’ / ‘Group accident insurance policy’ and ESIC (Employee state insurance scheme) is compulsory for entire period of work covering all type of risks involved.
- b. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
- c. Contractor shall arrange necessary Gate Entry Passes in advance as per CISF requirements.
- d. Contractor workmen will follow the rules and regulations prevailing at RCF from time to time.

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

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

- a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.
- c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

- a. Safety Induction training on work place safety shall be mandatory to each new contractor employee at Safety department. Gate passes of such employees shall be stamped as Safety trained employees. Contractor to ensure that workers have received this mandatory training. This training will be valid for six months.
- b. PEP (Preparation Tool Box talk) talk must be given every day by Contractor Supervisor maintain its record at job site. It needs to be submitted to job execution department on a weekly basis.
- c. Contractor shall maintain record of safety training of all those manpower/labour who are deputed to carry out job at RCF site. Contractor must ensure that the individual of his workforce have undergone Safety Induction training again when the validity is expired.
- d. If any individual of contractor workforce had any critical illness or involved in major safety incidence the event must be brought to notice of Job execution department immediately and the individual must undergo Safety Induction training again irrespective of validity of previous training.
- e. Contractor shall ensure that his workforce understood the use of fire extinguishers, safety showers, PPE & emergency communication system available in the plants imparted during Safety Induction Training given by RCF & should get their doubts, if any, clarified during the training itself.

V. General Safety Instructions:

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued-for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.
- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN BIS codes Information

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors

10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

VI. RCF Safety Procedures, Rules and Regulations (as mentioned in Point no. I)

A. Safety precautions for handling & use of compressed gas cylinders:

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.
3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.
2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Contractor to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.
6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by contractor supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by contractor supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

C. Safety precautions during Radiography:

1. Contractor shall ensure that radiography is conducted by competent radiographer. Radiographer shall carry radiographer's license along with personal dosimeters (Chest & waist), Survey meters, lead apron, radiation trefoil symbols and adequate PPE.
2. The work area shall be cordoned off with access only to authorized work force.
3. Radiography work/Road diversion shall be informed to nearby control room.

D. Safety precautions during shot blasting:

1. The contractor should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.
7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.

10. Ensure proper earthing to the short blasting Gun & Machine

E. Safety precautions during hydro jet cleaning:

1. During hydrojet cleaning, person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggles.
2. Hydrojet machine pressure relief valves should be calibrated with valid certificate available.
3. Hydrojet machine must have a calibrated pressure gauge.
4. The components/ Power cables of Electric panel shall be of appropriate rating w.r.t. Hydrojet Motor rating.
5. Panel shall have Emergency push button stop.
6. Contractor shall depute Electrician with Hydrojet Machine.
7. Hydrojet machine hose connection shall have sling protection (to avoid Whipping hose)

F. Safety precautions while Online leak sealing jobs:

1. May require JHA & safe work permit.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, Heat resistant suits & hand gloves (for hot lines), chemical resistant suit & hand gloves (for process fluids), full body harness with doubly lanyard (for height jobs) etc.
3. Contractor to ensure that positive air line with full vision face mask is provided at the site where online sealing job for hazardous chemicals is being carried out.

G. Safety precautions while Onsite Safety valve testing:

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

H. Safety precautions while using electrical appliances:

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.
3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

I. Safety precautions for working at height (2 M and above from ground/permanent platform):

1. Contractor must ensure that only individuals in his work force who have obtained Height pass issued by RCF Ltd are assigned work at height.
2. For height jobs, contractor employees shall wear safety helmet, safety shoes, safety goggles, cotton/cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored at different supports. Scaffold shall be as per IS 4014:1967 (Part 1) & IS 4014:2013 (Part 2). Life line shall be provided as Standby arrangement.
3. Contractor shall strictly use cup shape Base plate (50mm X 200mm & 50mm X 250mm for light (i.e.150kg /m2)/ heavy duty (300kg/m2) scaffolds.
4. Work to be done under strict supervision.
5. Any specific requirements related to specialized height jobs shall be complied as per NIT scope of work.
6. Above 10meter height retractable fall arrestor must supplied by contractor. EN:362 - Retractable fall arrestor

J. Safety precautions for Confined space job:

1. Contractor shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit

(if required) before entering the vessel.

2. Contractor shall ensure that his employees know the job hazards which they may face before entry & during job execution by means of Pep talks on regular basis. The records of the pep talks are to be maintained and submitted to job execution department after job completion.
3. The contractor must maintain vessel entry / exit records of all entrants.
4. Contractor shall ensure that a rescue person always remains near the vessel entry point along with relevant rescue equipment, to keep watch, till all the entrants have come out.
5. Contractor shall ensure that cross ventilation, air hose and 24-volt hand lamp without cable joint and torch are made available before entering vessel.
6. Contractor shall ensure that another source of 24 Volt lamp illumination shall be through inverter.
7. Contractor shall get himself aware of alternate light/ power source arrangement in case of power failure.
8. Contractor shall also ensure that authorized entrants are using all relevant PPE during entry and job execution. Employees working inside vessel / confined space shall use reflective jacket.
9. Contractor shall ensure that rescue equipment and other emergency services procedures are available at site.
10. For Vessel entry with height/ depth more than 02M, Contractor must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

K. Safety precautions for working at fragile roof:

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

1. Contractors have to use tools with insulated handles
2. Contractors must ensure their work force use gum boots and hand gloves
3. Contractors have to ensure that for Deep Excavation (> 2m), shoring/ stepping is done & two escape routes are provided.
4. Contractors have to ensure that clearance from all concerned departments (on SWP) is taken to avoid interference from any underground cables/ pipelines
5. It has to be ensured that incase of dewatering activity, no person must be working in pit while submersible pump is energized. Also the submersible pump has to be isolated and disconnected at source before any person enters the work pit.
6. Contractor must ensure that all electrical connections must be provided with RCCB. Its trip working should be checked on daily basis.
7. It has to be ensured that there are no joints in cables provided in all electrical connections.

Penalty for violation of safety rules at work place:

Violations:

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

Disciplinary Actions:

Penalty, termination of Contract(s) for Contractors, subcontractors, consultants, their supervisors and individual contract manpower/labour shall be applicable as follows:

For the first violation:

If any violation to the HSE requirements is observed from Individual Contract manpower/labour, Penalty as per the following table along with Warning letter shall be issued.

For Second Violation (Penalty imposed shall be 1.5 times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 2nd time he/she shall be debarred from entering the factory premises for a period of minimum 7 days from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

For Third Violation (Penalty imposed shall be three times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

Note: The contractor shall ensure that incase if he has been awarded work orders in other areas such as Priyadarshini building, Township, Admin building etc., for Trombay Unit RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer’s Training Center & Experimental farm etc., for Thal Unit, he shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (in Rs.)		
		1 st time violation (in a Calendar Year)	2 nd time Violation (in a Calendar Year)	3 rd time Violation(in a Calendar Year)
1	Working without wearing safety helmet (per person)	1000	1500	3000
2	Working without wearing safety shoes (per person)	1000	1500	3000
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc. (per person)	1000	1500	3000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters. (per person)	2000	3000	6000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment. (per person)	1000	1500	3000
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit (per person)	1000	1500	3000
7	Working without valid test certificate for lifting tools/tackles (per incidence/ observation)	3000	4500	9000
8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO (per incidence/ observation)	2000	3000	6000
9	Working without a valid Safety Work Permit (per incidence/ observation)	3000	4500	9000
10	Permit not available at site (per incidence/ observation)	500	750	1500
11	Gas cylinder without flash back arrestor (per incidence/ observation)	1000	1500	3000
12	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
13	Gas cylinder without trolley (filled and empty) (per incidence/ observation)	500	750	1500
14	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
15	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
16	Improper hand tool or power tools (per incidence/ observation)	1000	1500	3000
17	Smoking at work place area. (per person)	5000	7500	15000
18	Found in intoxicated state (per person)	5000	7500	15000
19	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

	Safety violations by Transport contractors	1 st time violation (in a Calendar Year)	2 nd time Violation (in a Calendar Year)	3 rd time Violation (in a Calendar Year)
1	Faulty HAZCHEM displayed on Tanker (per incidence/ observation)	1000	1500	3000

2	One PVC / Tychem Suit set if available (per incidence/ observation)	1000	1500	3000
3	Both PVC / Tychem suit set are not available (per incidence/ observation)	1000	1500	3000
4	Fire Extinguisher without Hydro Test. (per incidence/ observation)	1000	1500	3000
5	TREM card not available (per incidence/ observation)	500	750	1500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver) (per person)	500	750	1500
7	Lying/ resting below the vehicle(per incidence/ observation)	5000	7500	15000
8	Any other deviation found as per checklist for Tankers (per incidence/ observation)	500	750	1500

M. General Environment Protection:

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

N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board

O. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For Trombay Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For Thal Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

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

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

(To be filled in duplicate)

(To be filled by individual)

Police Station :-----

District. :-----

State. :-----

(To be filled by individual)

01. Name :-----

02. Fathers Name :-----

03. Sex :-----

04. Date of Birth :-----

05. Place of Birth :----- 06. Height in Cm :-----

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

08. Two visible Identification Marks :

i) -----

ii) -----

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

11. Full permanent Address with Pin Code :

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

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

Full Signature/Thumb

Impression with name of individual

DECLARATION BY CONTRACTOR

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

(Signature of Contractor with Seal)

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

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

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

The Maharashtra Factories Rules

FORM 6

(See rule 18)

Certificate of Fitness

1. Serial No. Serial No.
Date Date

2. Name I hereby certify that I have personally

3. Father's name..... Examined (name)

4. Sex

5. Residence.....son/daughter of

.....
.....

6. Date of birth, if available and/or residing at certified age.

7. Physical fitness

8. Descriptive marks

who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained from my examination is years, and that he/she is fit for employment in factory as an adult child his/her descriptive marks are:

9. Reason for-

(1) refusal of certificate

.....
.....
.....

or

(2) certificate being revoked

.....
.....
.....

Left hand Thumb

impression

Initials of Certifying Surgeon.

Left hand Thumb

Impression

Certifying Surgeon.

Note. - Exact details of cause of physical disability should be clearly stated.

VENDOR DATA UPDATION FORM						
	Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.					
SN	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country	*			
		Region Code		<i>will be filled by RCF</i>		
III	SUPPLY STATE	District / State	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	REGISTRATION NUMBER	Company registration number	*			
V	BIDDER TYPE	India / Foreign	*			
VI	COMPANY DETAILS	Company's Establishment Year	*			
		Company's Nature of Business	*			
		Company's Legal Status: Limited company / Undertaking / Joint venture / Partnership / Others	*			
VII	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		STD Code	Tel No	Extn
		Mobile Phone	*			
		Fax		STD Code	Tel No	
		Email	*			
		Date Of Birth (DD/MM/YYYY)	*			
		Date Of Birth (DD/MM/YYYY)	*			
		Standard communication method		<i>by email only</i>		
VIII	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		
IX	TAX INFORMATION	Goods and Service Tax Network (GSTN) No.				
		PAN NO.				

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

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:

The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

a) Preference for MSME:

i) For Divisible tender

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.

ii) For Non Divisible tender:

- I. If it is observe that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price.
- II. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.
- III. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.

In support of the bidder being a MSE the Udyog Aadhar Memorandum (UAM No.) shall be submitted, in absence of which the Purchase Preference for above shall not be considered.

Due to the nature of work tender will not be divided, between two or more parties. The complete tender will be awarded to the one individual suitable party only.

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

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

Trade Receivables e-Discounting System (TReDS)

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Rashtriya Chemicals and Fertilizers Limited (RCF) has entered into an association / agreement with following 3 (three) financial institutions :

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

Contact details are given below:

Name of Exchange	Contact Name	Contact No.	Email-id
RXIL	Mandar Hukeri	9819611681	mandar.hukeri@rxil.in
A Treds	Ms. Deepa Rath	9980771532	Deepa.rath@invoicemart.com ;
	Mr. Hitesh Popli	9930061225	hitesh.popli@invoicemart.com
M1 Exchange	Jacob Raphael V	7506197628	jacob.r@m1xchange.com
	Nieshant Nagda	9870337378	nishant.nagda@m1xchange.com

MSE vendors can register on a digital platform which connects MSME sellers and their Buyers to multiple financiers. It enables MSME sellers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

Benefits to MSME Seller:

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Seller
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier

Steps Involved for registration at Platform:

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents
3. Verification of Documents by individual agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME seller
6. Activation of User ID and Password for MSME seller
7. Issuance of User ID and Password to MSME seller
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the “TReDS Platform” by these platforms for any related queries. RCF will not entertain any queries related to any of these platforms.

Payments to be taken through “TReDS” or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor’s decision to place their invoices on “TReDS “ Platform or directly taking payments from RCF.

“TReDS “ option shall only be given to the MSME vendors and any other vendor “NOT” registered as MSME with RCF, cannot avail this facility.

**Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued
by RCF Limited or Ministry of Chemicals and Fertilizers
(To be signed by the duly authorized person)**

Date: _____

RCF NIT/Bid No. – _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

Dear Sir/Madam,

I/We declare and confirm that we are currently not on Holiday List/Black List / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers debarring us from carrying on business dealings with RCF Limited or Ministry of Chemicals and Fertilizers.

Note : Offer is liable for rejection, if Bidder is in the Holiday / Blacklist / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers.

Place:

Date:

**Signature of Authorized Signatory of
Bidder with company seal**

Name :-

Company / Organization :-

Designation :-

UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/ COMPANIES

Ref: RCF NIT/Bid No. _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

We / I (Director/Partner of the firm) hereby declare that, following are associated firms in which We/ I (Directors/Partners) are having interest.

Sr. no	Name of Firms	Area of Business
1	M/s.	
2	M/s.	
3	M/s.	
4	M/s.	

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.

We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.

In this regard, we undertake that:

- a) We / I , Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;
OR
- b) We / I , Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;
OR
- c) We / I , Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;
OR
- d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

Signature of Authorized Signatory of Bidder with company seal

Name :-
Designation :-
Company / Organization :-

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. TROM/2908/OPEN(EWS)/1/2026-CONTRACT CELL/2884 dated 05.05.2026 inviting bids for **One-time contract for replacing old concrete street light poles with new street light poles at RCF Ltd., Trombay Unit, Chembur, Mumbai**

(Detailed requirement/Nature of Job to be mentioned along with period, in case of Annual Rate Contracts).

The BIDDER M/s. _____ is willing to participate in the said Tender and understands that this Integrity Pact has to be executed between the parties as a prequalification for the Bidder to participate in the bidding process.

Bidder understands that Signing of the Integrity pact does not in any way guarantee awarding of the contract to the bidder signing the Integrity pact.

Both RCF and Bidder understand that Integrity Pact is deemed to be a part of the Contract (to be executed later with the successful Bidder).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling RCF to undertake the Project/Work at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RCF will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, RCF has appointed Independent External Monitors (IEMs), on the recommendations of the Central Vigilance Commission (CVC), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

- 2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
 - 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
 - 3.5 “In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s).”
 - 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
 - 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
 - 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.
- Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact.
- Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
 - 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
 - 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
 - 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term `relative` for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- 3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

4. Transgression Clause:

- 4.1 Transgression will mean instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities that a bidder or its personnel have been involved in.

Transgression for the purpose of the Integrity Pact shall mean and include any transgression that has occurred at any time within the past 3 (three) years reckoned from the submission of the bid.

It will also include transgression(s) for which cognizance was taken even before the said period of three years, but are pending conclusion.

4.2 Disclosure of Transgressions:

The Bidder hereby undertakes to provide complete and accurate information regarding past transgressions that may have occurred. The bidder further undertakes to provide complete and accurate information that may occur during the period of duration of contract.

5. Sanctions for violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.

- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.

5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

6. Independent Monitor:

6.1 RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri N Shankar Reddy,

Ex-DGP and Road Safety Commissioner/CEO,

Kerala Road Safety Authority

Address: H No. 6-5-232-1; Brindavanam

80 Feet Road, Venkat Rao Nagar

Ran Nagar (PO), Anantapur

Andhra Pradesh – 515004.

Email: shankerreddyips@gmail.com

2. Shri B Siddhartha Kumar

H. No. 3-7- 44, Plot No. 44,

Padma Nilayam, Street No.- 15,

A. G's Colony, Nalanda Nagar,

Attapur, Hyderabad – 500048

Email: bsiddharthak_66@rediffmail.com

(Note: IEMs should be contacted only for Integrity Pact related issues. For any other grievances/complaints/clarifications related to the tender, concerned RCF officials as mentioned on the cover page of this NIT should be contacted.)

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve

the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder. Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.

- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction at Mumbai.

9. Other Legal Actions:

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

10. Validity:

- 10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Note: If any prospective Bidder has any objection to sign the Integrity Pact, RCFL will refer the matter to the IEMs for their opinion and advice.

This tender is digitally signed by RCF

hence no sign and stamp required

Sign and stamp of the Bidder & company seal Or

Digitally signed by the Bidder

Date:

(On Rs.500/- non-judicial stamp paper)

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 & fertilizers Ltd,
Administrative building,
Mahul road, Chembur, Mumbai-400 074.

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 this 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) Nationalised Banks		12 Nos.
1	Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank)	
2	Bank of India	
3	Bank of Maharashtra	
4	Canara Bank (includes erstwhile Syndicate Bank)	
5	Central Bank of India	
6	Indian Bank include erstwhile Allahabad Bank	
7	Indian Overseas Bank	
8	Punjab & Sind Bank	
9	Punjab National Bank (include erstwhile Oriental Bank of Commerce & United Bank of India)	
10	State Bank of India	
11	UCO Bank	
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)	
B) Other Private Banks		17 Nos.
1	Axis Bank Ltd.	
2	Catholic Syrian Bank Ltd.	
3	City Union Bank Ltd.	
4	HDFC Bank Ltd.	
5	ICICI Bank Ltd.	
6	IDBI Bank Ltd.	
7	Kotak Mahindra Bank Ltd.	
8	South Indian Bank Ltd.	
9	Tamilnad Merchantile Bank Ltd.	
10	Federal Bank Ltd.	
11	Jammu & Kashmir Bank Ltd.	
12	Karnataka Bank Ltd.	
13	Karur Vysya Bank Ltd.	
14	YES Bank	
15	IDFC Bank	
16	Indusind Bank Ltd	
17	RBL Bank Ltd	

C) Foreign Banks		16 Nos.
1	American Express Bank Ltd.	
2	Bank of America National Trust & Saving Association	
3	Bank of Tokyo - Mitsubishi UFJ Ltd.	
4	Barclays Bank PLC	
5	BNP Paribas	
6	Calyon Bank	
7	Citibank N.A.	
8	Deutsche Bank	
9	Development Bank of Singapore (DBS)	
10	Hongkong & Shanghai Banking corporation Ltd.	
11	JP Morgan Chase Bank	
12	Royal Bank of Scotland	
13	Standard Chartered Bank	
14	Bank of America	
15	Emirates Bank NBD	
16	Shinhan Bank	

Rashtriya Chemicals & Fertilizers Ltd.
(Trombay Unit)

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

New Forming
→ developed ←

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

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

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

Please Tick mark on appropriate period

15 Days	1 Month	3 Month	including Sunday/ Holiday, Round the clock
---------	---------	---------	--

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

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

Sign & Seal of Applicant

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



(PART- B)

Temporary / Daily Rated temporary Contract Labours (engaged by Contractors on payment of Minimum Wages)

These standard clauses shall have overriding effect if any contradictory/inconsistent terms/ clauses appear anywhere in NIT or Work Order etc. The standard clauses of HR Department supersede any other labour related clauses incorporated anywhere in NIT/Work Order.

The Statutory / Mandatory Clauses pertaining to HR/Legal in respect to Temporary / Daily Rated temporary Contract Labours (engaged by Contractors on payment of Minimum Wages) to be incorporated in the NIT by the Execution Dept., before finalizing NIT/Awarding Contract.

The Temporary /Daily Rated Contract workers and their compliance related Standard clauses are enumerated and same should be invariably followed to ensure the compliance of applicable Labour laws. These standard clauses shall have overriding effect, if any, on the contradictory / inconsistent clauses that may appear anywhere in NIT or Work Order etc.

1. The Minimum Wages consist of Basic Wage and the Special Allowance i.e. variable Dearness Allowance (DA declared after every six months). The Minimum Wages, on account of revision in Basic, are revised generally after every after 5 years, whereas, Special Allowance (DA) is revised six monthly (on 1st April & 1st October) by Central Government as well as (on 1st January & 1st July) by State Government.

The contractor while quoting the rates must take into account the existing Minimum Wages applicable to RCF which are notified from time to time. The Circular of current Minimum Wages is enclosed for ready reference and record.

Note: It is to be noted that both the Central Government, and the State Government have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever are higher will be applicable in respect of the specific 'Scheduled Employment', as declared by the Dy. Chief Labour Commissioner (Central Govt.), Mumbai / Labour Commissioner Office (State Govt.) from time to time/or any enactment effected in this regard.

2. The Bidder/Party/Contractor shall quote the rates strictly in accordance with the applicable rates of Wages (Minimum Wages) for the respective category of work with the all applicable statutory overheads. The quoted rates shall include provisions towards statutory compliances such as Provident Fund on Basic + DA with maximum wage ceiling of Rs. 15,000/- i.e. @ Rs. 1,800/-, ESI on total Gross wages (if applicable) or the Minimum Wages/ premium of Insurance Policy under Employees'

[Handwritten signatures and initials]



on monthly basis), leave/leave wages/Weekly Off/Holidays, Leave Reserve Provision (if applicable/as applicable), Gratuity liability (if applicable/as applicable), Maharashtra Professional Tax, and other mandatory requirements such as Uniform/Safety requirements (such as PPEs, etc.) are to be considered while quoting the rates/bid including the Service Charges. The Bidder/party/Contractor shall ensure that all statutory liabilities and obligations under applicable labour laws are duly considered while quoting the rates/bid.

3. The succeeding contractor shall strictly comply with all applicable labour laws/ labour code, statutory rules, regulations, and government notifications in force from time to time in respect of the workers engaged for the contract.
4. Please note that the rates and the statutory estimated prices must be inclusive 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 Liabilities and the Service Charges quoted by the Tenderer.
5. As Principal Employer, RCF shall reimburse all statutory increases such as (but not limited to) enhancement in the limit for DA/ Special Allowance, Rates of Minimum Wages, PF, ESIC, Bonus, Gratuity under labour laws/labour codes/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company.
6. 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 Dep't., including the cancellation of contract or legal action as per the Laws/ Tender Guidelines.
7. (i) The interested bidder should have on his/her own name, a separate/ individual ESI, PF, Maharashtra Labour Welfare Code or State Labour Welfare Code (as the case maybe), Professional Tax and any other registration required from time to time, irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different applicable Labour Laws.
(ii) The bidder should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract workers and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration/ Allotment No. should be enclosed.

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



- The Contractor should obtain and submit a copy of the Policy issued under the Employees' Compensation Act, 1923 for the contract workers not covered under the provisions of ESI Act.
- (iii) The bidder shall obtain the applicable Labour License from Labour Dept., (Appropriate Authority) for engaging workers and also of Sub-Contractors, (if applicable) on getting Work Order.
- Sub-Contractors should not be engaged without the written permission of the Execution Dept. of RCF Limited, and this should be strictly followed.
8. The Contractor must give an Undertaking Indemnifying RCF Ltd. (Format already enclosed as **Annexure C**) either at the time of completion of Contract or while surrendering the contract (before Work order period or Terms due to any reasons) along with submission of Final Bill/ release of BG/SD/EMD/ etc. against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively or with the retrospective effect for the period of liability of Contract period. RCF Ltd. shall not be held responsible.
 9. Before the beginning of the Contract, the Contractor should submit Form VII i.e. commencement certificate to HR Dept. through Execution dep't. / Contract Cell.
 10. The Contractor has to submit following documents before executing the work/ engagement of contract workers, for permission to enter in RCF Premises:
 - Copy of Appointment Letter issued by the contractor to his/ her contract worker duly acknowledged by the contract worker (Format already enclosed as **Annexure E**)
 - Copy of Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site.
 - Duly self-attested copies of the Aadhaar Card and /or PAN Card copies of the contract worker to be engaged.
 - Medical Fitness Certificate issued by Certified Surgeon.
 - PF UAN Number (PF UAN Card/ PF UAN related documents) or PF Form 11 (Along with PF Establishment Code).
 - ESI Insurance Number with E-pehchan Patra or Workmen/Employees Compensation Policy (WC) Under Employees' Compensation Act, 1923 along with declaration on the contractor's letter head that the Wages/salary of the contract workers is above 21,000/-.

- 11/11

UP



11. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof of the same like Birth Certificate, School leaving Certificate, etc. Any violation by producing fake proof will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor.
12. It is mandatory on the part of Contractor to pay/ quote wages as per the 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.
13. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:

Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer i.e. RCF Ltd. to certify that the Contractors engaged by RCF Ltd. 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 H**) and should be counter verified by the Execution Dept./ Contract cell and after certification should be forwarded to HR Department.
14. Weekly Off/Holiday:

All the Contract Workers must mandatorily be given a weekly day off (full day). All Contract workers shall get the three National Holidays (26th January, 15th August and 2nd October) as paid Holidays as well as Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ Overtime as per law.
15. In case the contractor deploys/ engages Migrant workers, the contractor shall comply with all the provisions of The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

[Handwritten signature]

[Handwritten initials]



16. Contractor shall submit following records with his/her covering letter in support to compliance made in respect to contract labours:

- 1) Covering letter by Execution Department/ Contract Cell to HR Dep't.
- 2) Forwarding letter from Execution Department/Contract Cell submitted by Contractor on their letterhead
- 3) Attendance Register (Form D)
- 4) Wage Register (Form B)
- 5) Bank Statement/ Salary Credited to contract labour account
- 6) PF Documents (Receipt and ECR bearing QR Code)
- 7) ESIC (as applicable) (Receipt and Monthly contribution statement)
- 8) Those Contract Workers drawing Gross Wages more than Rs. 21,000/- p. m. (i.e. present wage ceiling under ESIC Act), in such cases, valid copy of policy issued under the Employees Compensation Act,1923 (Policy under EC Act) shall be obtained by the Contractor for covering such Contract Workers to be engaged in the Units (Trombay / Marketing area Offices).
- 9) Bonus (Form C) (As applicable)
- 10) Overtime Payment Register
- 11) Advance Register
- 12) MLWF Confirmation Receipt
- 13) Copy of Labour License (as applicable)

Above mentioned compliance documents shall be duly certified by Contractor & Execution Department/Contract Cell & submitted to HR Dept. on a monthly basis to obtain HR NOC/Clearance. Monthly HR NOC/ Clearance is to be submitted by the Execution Department/Contract Cell, while releasing their running monthly bills to Finance Dept. for further processing of bill payments.

These records are to be retained by the Contractor as well as the Execution Department/Contract Cell as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR Dept. to maintain the record of each Contractor separately.

Execution Department/Contract Cell, while submitting Final Bill/Security Deposit/EMD must obtain clearance from HR Dept., to ascertain that there are no complaints pending or Govt., investigation / inspection from Govt. Authority and non-compliance at the particular moment, in respect of all Contracts. The final bill should be supported with

[Handwritten signature]

[Handwritten signature]



Indemnity Bond (Format already enclosed as **Annexure C**) and NOC of workers (Format already enclosed as **Annexure D**) if any, so as to indemnify RCF from any liability in future.

17. The following actions are to be followed by the Contractors: -
- a) Before the end of the Contract period/ work order period, the existing Contractor/s must give at least 1 months' notice to Contract Workers since the contract is going to end and Contractor should submit Form VII i.e. completion certificate to HR Dept. through Execution dept.
 - b) The contractor should settle all the legal dues of the contract workers engaged by the contractor at RCF site as per all applicable labour laws such as any unpaid wages, PF settlement/ transfer, Pension claim settlement (if any) , Gratuity etc. as applicable.
 - c) New contractor before engaging any workers from previous contractor must issue Appointment Letter and complete the formalities narrated at Point No. 21, 22 & 23.
 - d) The contractor must take care that in case of new/existing contract workers, all the benefits are extended timely and there are no incidence of non-compliances.
 - e) Execution dep't. / contract cell shall ensure that the Successive Contractor should not engage those Contract Workers who have already worked at RCF site and if at all such contract workers are to be re-engaged, successive Contractor shall ensure that the said Contract Worker/s have completed a break-in-service period of One month; and also subsequently during execution of work, the Contractor must ensure that the Contract Workers are rotated such that at one particular location, the same Contract Workers are not continuously engaged.
 - f) 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 ensure that the workers get update on monthly PF deposition in their E-passbook.
 - g) Contractor/s must appoint his / her own Supervisor to supervise the work and no Contract Worker shall take instructions directly from the Principal Employer. Only the Supervisor shall take instructions from the representative of Principal Employer (Execution Dept. dealing Officer) and further pass the same to their Contract Workers.
18. Formal Appointment Letter (Format already enclosed at **Annexure E**) shall be issued by Contractor to his Contract Workers mentioning exact Work Period/Work Order period before commencement of work or bringing his Contract Workers inside RCF Premises, and copy/ copies of the Appointment Letter duly acknowledged by the contract worker /s shall be enclosed while applying for Entry Gate Pass/ Permit.



These standard clauses shall have overriding effect if any contradictory/inconsistent terms/ clauses appear anywhere in NIT or Work Order etc. The standard clauses of HR Department supersede any other labour related clauses incorporated anywhere in NIT/Work Order.

(PART- C)

GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT

1. LABOUR LICENCE

Contractor engaging 50 or more contract workers shall obtain valid Labour License for employing number of persons as Contract Labour and it should mention the location and the maximum number of contract labours to be employed/ engaged before actual execution of work and copy of the same shall be forwarded to HR Dep't. With its Labour Identification Number (LIN) before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement. Contractor shall abide the provisions made under The Contract Labour (R & A) Act, 1970.

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 the month for every preceding month.

The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees' Pension Scheme) as may be applicable and as amended from time to time. The Contractor should submit PF Combined Challans, Electronic Challan Cum Returns (ECR) as well as Payment Confirmation Receipts to HR Dept. through Execution Dep't. / Contract Cell for obtaining HR Dep't. Clearance / NOC.

The contractor should ensure that compliance of provisions laid down under PF Act 1952 and also should ascertain that all eligible workers are allotted with UAN numbers and compliance thereunder shall be made.

Deposition of P.F. Contribution (both shares - Employers/ Employees) shall be @ 12% each of maximum wage ceiling of Rs. 15,000/- i.e. @ Rs. 1,800/- along with the necessary Administrative Charges.



The present contribution rates are as under:

ACCOUNT NO.	EMPLOYER'S SHARE (13%) of maximum wage ceiling of Rs. 15,000/-		EMPLOYEES SHARE (12%) of maximum wage ceiling of Rs. 15,000/-	
	%	AMOUNT	%	AMOUNT
1. (P.F.)	3.67%		12%	
2 (Admn. Charges)	0.5% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn. charges)	0			
Total PF Contribution with Admin. Charges	13 %		12%	
TOTAL			25 %	

3. **EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I. ACT/ THE EMPLOYEES'S COMPENSATION ACT, 1923.**

The Contractor must have his / her independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labourers under the said Act those who are drawing wages up to Rs.21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employee's share and @3.25% towards employer's share of Gross Wages before 15th of every month for every preceding month. Receipt copies of the challans and Monthly Contribution statements should be submitted to Execution Dep't. / Contract Cell for obtaining HR Dep't. Clearance / NOC.

The contractor should ensure that compliance of provisions laid down under E.S.I. Act 1948 and also should ensure that all eligible workers are getting ESI permanent Cards /E-Pehchan Card 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, and Insurance Policy covering all such contract workers is required to be obtained under The Employees' Compensation Act, 1923.

(Handwritten signatures and initials)



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

The Contractor must obtain independent Registration No., under the Maharashtra Labour Welfare Fund Act and pay 6 monthly contributions of their contract workers in the months of June and December every year, to the Welfare Commissioner and compliance with the provisions of the Maharashtra Labour Welfare Fund Act, 1953 under their own Code Number.

Contractor shall also ensure to deduct & remit the revised / latest rate of contribution (both employee and employer) to MLW Board through online system.

Also, contractor should have their own registration under Professional Tax Act and deduct the same from wages of his/her contract workers & remit Professional Tax every month to Government treasury in time and ensure compliance there under.

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

Contractors shall submit a certificate of fitness in Form 6 in respect of contract workers to be engaged inside the RCF Premises and no contract worker shall be employed without the valid certificate of fitness issued by the Certifying Surgeon (preferable)/ Registered Medical Practitioner (Not less than MBBS).

SUBMISSION OF DOCUMENTS TO HR DEPARTMENT:

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 Central Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract workers through Contractors. In addition, if the Contractor is going to engage 50 or more contract workers, necessary Labour License under Contract Labour (R&A) Act is to be obtained by the Contractor before executing the work and copy of the same is to be forwarded to Execution Dep't./ Contract Cell for onwards submission to HR Dep't.

Further, copy of the allotment letters of PF, ESI Code No., Welfare Fund No., and Professional Tax separately in the name of the Contractor at the time of award of Contract including Work Order copy shall be forwarded to HR Dep't., through Execution Dep't./ Contract Cell.



In short, the Contractor shall furnish the following information to HR Dep't., within 7 days of receipt of the Work Order or actual date of commencement of work, whichever is earlier through Execution Dep't. / Contract Cell:-

- Work Order Copy.
- Copies of PF, ESI Code No., Welfare Fund No., Employee Compensation Policy (if not covered under ESIC) and Professional Tax Allotment letters.
- Contactor shall submit Application to HR Dep't. for issuance of Form -III along with copy of Work Order/ L.O.I through Execution Dep't./ Contract Cell so as to enable them to complete the formalities for obtaining Labour License (if applicable). Accordingly, Principal Employer i.e. RCF Ltd. will issue Form No. III to the successful bidder / vendor/ contractor for obtaining Labour License.
- Contractor shall submit Form VII mentioning the Nature of work and the number of contract 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.
- Contractor is required to submit labour compliance documents to HR Dept. through Execution Dep't. / Contract Cell to ascertain that the contractor has complied the statutory requirement and same can be forwarded onwards to Authorities by HR Dep't. towards ensuring the compliance on part of Principal Employer i.e. RCF Ltd.

B) REGULAR DOCUMENTS SUBMISSION FOR OBTAINING HR NOC/ CLEARANCE, MAINTENANCE OF RECORDS AND SUBMISSION OF DOCUMENTS AT THE TIME OF FINAL BILL/ RELEASE OF SECURITY DEPOSIT:

B1. Document Submission for obtaining Monthly HR NOC/ Clearance:-

Contractor shall submit following records with his/her covering letter in support to compliance made in respect to contract labours:

- 1) Covering letter by Execution Department/ Contract Cell to HR Dep't.
- 2) Forwarding letter from Execution Department/Contract Cell submitted by Contractor on their letterhead
- 3) Attendance Register (Form D)

Handwritten signature/initials in blue ink.

Handwritten signature/initials in blue ink.



- 4) Wage Register (Form B)
- 5) Bank Statement/ Salary Credited to contract labour account
- 6) PF Documents (Receipt and ECR bearing QR Code)
- 7) ESIC (as applicable) (Receipt and Monthly contribution statement)
- 8) Those Contract Workers drawing Gross Wages more than Rs. 21,000/- p. m. (i.e. present wage ceiling under ESIC Act), in such cases, valid copy of policy issued under the Employees Compensation Act,1923 (Policy under EC Act) shall be obtained by the Contractor for covering such Contract Workers to be engaged in the Units (Trombay/Thal/Marketing area Offices).
- 9) Bonus (Form C) (As applicable)
- 10)Overtime Payment Register
- 11)Advance Register
- 12)MLWF Confirmation Receipt
- 13)Copy of Labour License (as applicable)

Above mentioned compliance documents shall be duly certified by Contractor & Execution Department/Contract Cell & submitted to HR Dept. on a monthly basis to obtain HR NOC/Clearance. Monthly HR NOC/ Clearance is to be submitted by the Execution Department/Contract Cell, while releasing their running monthly bills to Finance Dept. for further processing of bill payments.

In short, Execution Dep't. / Contract Cell shall ensure the compliance by the contractor and same is as follows:-

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

B2. Maintenance of Records:-

The records of the Documents mentioned above and submitted as per B1 are to be retained by the Contractor as well as the Execution Department/Contract Cell as per the Retention Policy for further audit, if any, or at least for five years.



While releasing Monthly bills, one copy of the compliance related documents such as PF Documents (Receipt and ECR bearing QR Code), ESIC (Receipt and Monthly contribution statement), Attendance Register, Wage Register, etc. along with Work order and Bill copy shall be preserved by the execution department/

Contract cell for as per the Retention Policy or at least for five years for auditing purpose or for later stage investigation by any government authority.

HR department invariably checks the files and records, onus of preservation of documents will remain with the Execution Department/Contract Cell. It will not be the responsibility of HR Department to maintain the records of each Contractor separately.

B3. Document Submission at the time of settlement of Final Bill/ release of Security Deposit:-

Execution Department/Contract Cell, while submitting Final Bill/Security Deposit/EMD/ BG, must obtain clearance from HR Dept., to ascertain that there are no complaints pending or Government investigation / inspection from Government Authority and non-compliance at the particular moment, in respect of all Contracts. The final bill should be supported with Indemnity Bond (Format enclosed already as Annexure C) so as to indemnify RCF from any liability in future.

6. The contractor shall abide / comply the following:

- A) During continuance of the Contract, the Contractor and his/her 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.
- B) The contractor shall keep RCF Ltd. 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 RCF Ltd. 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, RCF Ltd. shall have



the right to deduct any money due to the Contractor from running bills or /and including Security Deposit/ BG/ EMD.

- C) Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) with the retrospective effect for the period of liability of Contract period.

Thereunder shall be the sole responsibility of the Contractor. RCF Ltd. shall not be held responsible.

- D) 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. The Inter-state Migrant Workmen (Regulation of employment and conditions of Service) Act, 1979
7. Maternity Benefit Act, 1961
8. Employees Compensation Act, 1923
9. Factories Act, 1948
10. Payment of Bonus Act, 1965
11. The Maharashtra Labour Welfare Fund Act, 1953
12. Payment of Gratuity Act, 1972
13. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
14. Professional Tax Act.

7. WORKING HOURS, LEAVES, OVERTIME AS PER THE FACTORIES ACT, 1948

The contractor should comply with the provisions of Factories Act, 1948 and any other relevant legislations pertaining to Contract worker and as per its applicability for Working Hours, Overtime and Leave.

8. 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.

[Handwritten signature]

[Handwritten initials]



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

10. TIMELY PAYMENT OF WAGES AS PER THE PAYMENT OF WAGES ACT

10.1 The Contractor shall ensure payment of wages to all workmen, employed by him/her 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.

10.2 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. LEAVE

Earned Leave for a year is applicable to the Contract Workers as per the provisions laid down under the Factories Act, 1948.

12. WEEKLY OFF

The workers must be given weekly off as admissible.

13. NATIONAL HOLIDAYS

Three National Holidays:

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

These must be granted as paid holidays to all workers.

14. WELFARE PROVISIONS

The Contractor shall ensure to provide Welfare Measures / Facilities as per the provisions laid down under the Factories Act, 1948.

15. PROHIBITION OF CHILD LABOUR

Engagement of child labour/adolescent is prohibited and in case of any Contractor violating this clause, the Company will resort to appropriate and /or legal action as deemed fit. Person below the age of 18 should not be employed.

[Handwritten signatures in blue ink]



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

The Contractor shall not engage any sub-contractor **without the specific and written permission of the Principal Employer i.e. RCF Ltd.** The contractors may 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 written permission of Principal Employer i.e. RCF Ltd.

The main contractor shall forward one copy of the written permission along with Undertaking, Indemnity Bond, Affidavit & documents in support of labour compliance in respect of sub-contractor(s) to HR Dept. through Execution Dept. / Contract cell within one month from commencement.

The following **three Proforma** (enclosed as **Annexure – I**) with relevant details shall be submitted to HR Dept. through Execution Dept. / Contract cell:-

1)	Undertaking	On letter head to be signed by Main Contractor for engaging sub-contractors.
2)	Affidavit	On Rs. 500/- Stamp paper for issuing Form III to obtain Labour Licence to be submitted by Main Contractor
3)	Indemnity Bond	On Rs. 500/- Stamp Paper to be signed by sub-contractor about the Compliance of ESI & PF.

Main Contractor shall clarify about the compliance of all applicable labour laws in respect of contract workers engaged by the 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. All terms and conditions as applicable to the Main Contractor will be applicable to the sub-contractor.

Copies of letters of Allotment number such as ESI, PF, PT and MLWF issued by the Govt. authorities (Main contractor/sub-contractors, as applicable) are to be forwarded to HR Dept. through Execution Dept. / Contract cell.

[Handwritten signatures in blue ink]



17. GENERAL TERMS

- a) Whenever word “Employee” is used please refer the same as “Contract Labour” or “Contractor Worker” and read accordingly.
- b) Contractor shall provide and maintain necessary supervisory staff, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor for all means and purposes.
- c) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 etc. and they are such as Rest Room, Drinking Water facilities, Canteen.
- d) Contractor should complete the work as assigned during his /her contract period.
- e) Contractor should regulate the conditions of employment of his /her contract workers.
- f) Contractor shall keep adequate no. of strength and contractors’ services shall be available as and when required during emergency.
- g) 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.
- h) All persons employed by the contractor shall be his / her own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should be available to give instructions to the contractor workers and will supervise the entire work.
- 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 direct instructions will be given to Contract workers 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 contract workers 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 can lead to termination of the contract.
- n) The Contractor shall indemnify and keep RCF indemnified 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.

18. CONTRACTUAL OBLIGATIONS

- 18.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should present all relevant records to the HR Department through Execution Dept. / Contract cell to ensure strict compliance. If the contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dep't. / Contract cell may, in its discretion cancel the contract.
 - 18.2 The Contractor shall keep and maintain all records as are required under applicable labour laws and shall furnish all information, report(s) and return(s) as and when required to be furnished to the concerned authorities.
 - 18.3 RCF reserves right to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the applicable Labour Laws and Regulations are being complied by the contractor and that the contract worker are not denied the rights and benefits to which they are entitled under such provisions, and any violation shall constitute a ground for termination of the contract, as may be deemed fit.
 - 18.4. UNIFORM - The Contractor has to provide Uniform, rainy shoes and umbrella/ raincoat to his/her contract workers engaged at RCF site. Contractor has to ensure that the contract workers wear their uniform while on duty.
19. 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.



20. Contractor shall register his establishment on the Shram Suvidha Portal (Centralized Compliance Portal of the Ministry of Labour & Employment) and ensure Compliance thereof.

21. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

01) Under Contract Labour (R&A) Act, 1970.

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

- i) Muster Roll } OR Muster-Cum-Wage Register
- ii) Register of Wages } OR Muster-Cum-Wage Register
- 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 afresh each year and shall be preserved for a period of twelve months.

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04) Employees State Insurance Act 1948

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

[Handwritten signatures and initials in blue ink]



05) Combined Registers:

As per the Notification G.S.R. 154(E) issued by the Ministry of Labour and Employment, New Delhi on 21st February 2017, contractors are required to maintain following combined registers to ensure compliance with various labour laws.

Form A: Employee Register.

Form B: Wage Register

Form C: Loan/ Recoveries/Damage/Loss/Fines/Advance/Absence Register.

Form D: Attendance/Muster-Roll Register.

22. Compliance to Provisions under POSH Act, 2013

Contractor shall adhere to the provisions laid down under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressed) Act, 2013 i.e the POSH Act, 2013 including holding a Zero Tolerance Policy against sexual harassment at the workplace.

Contractor shall agree to co-operate fully with the Principal Employer's i.e. RCF Ltd.'s Internal Committee (IC) during any Investigation.

23. Special Contract Clause: While the Contractor retains the right to engage workforce as per operational requirements, the Contractor shall endeavour to maximise the engagement of labour from local and peripheral areas, which predominantly comprise backward class communities as far as possible.

24. Contractor shall agree to abide fully with implementation of any new Methodology/ SOP/ Guidelines / Up gradation of System etc. during their Work order tenure as introduced by RCF Ltd. in all its premises.

NOTE:

- 1) It shall be noted that as Central Government has enforced the New Labour Codes (New Labour Law Reforms) i.e. The Code on Wages, 2019; The Industrial Relations (IR) Code, 2020; The Occupational Safety, Health and Working Conditions Code (OSH&WC), 2020; The Code on Social Security, 2020, vide Press Release dated 21st November'2025, the amendments made thereunder shall supersede (wherever applicable) the relevant clauses/ provisions.
- 2) Further, whenever Rules will be notified by the Appropriate State and /or Central Government, same shall be made applicable with their effective date.
- 3) The Execution department refers to the User/ Indenting Department who are going to utilize the service of the contract in practice.



Rashtriya Chemicals and Fertilizers Limited.
(A Govt. of India Undertaking)
Trombay Unit



Contractor Employee Pass

Pass ID: 26000360

Full Name: VIJAY P JADHAV

Validity: From: 08-01-2026 To: 07-04-2026

Access Gate: Gate No 2 and 3 Admin, Priya

Location: PRIYADARSHINI, ADMIN

Contact Number: 0

Govt. ID Proof: 773810854265

Time: 08.00 To 22.00

Work Schedule: Round the Clock-Sunday and holiday

Employer: AAROHI CONSTRUCTIONS

Vehicle Number: NA

Signature of Pass Holder

Signature of Issuing Authority (CISF)

CISF Unit RCFL Chembur,

Mumbai - 400 074.

05 JAN 2026

On the letterhead of the Contractor

Date :-

To,
The CM / DGM / GM (Designation of concerned Execution Deptt.)
RCF Ltd., Trombay Unit,
Chembur, Mumbai - 400 074

Sub :- Request for Issuing HR Clearance / NOC for the Bill of Month _____

Respected Sir / Madam,

Kindly find the details as given below for obtaining HR clearance / NOC -

1. Name of Contractor -
2. Work Order No -
3. Nature of work -
4. Work location (Plant / Deptt.) -
5. Work Order Value -
6. Duration of work order - From _____ To _____
7. Number of Contract Workers engaged at RCF Trombay Site _____
8. Details of Labour License (if applicable) -
9. Validity of Labour License -
10. Provident Fund Code No. -
11. ESIC Code No. -
12. MLWF Code No. -
13. LIN No. -
14. List of Documents enclosed herewith for HR Clearance / NOC -
 - i).
 - ii).
 - iii)
 - iv)
 - v)
 - vi)
 - vii)
 - Viii)
 - ix)
 - x)

You are, requested to forward the same to HR Deptt. for granting the HR Clearance / NOC at the earliest.

Thanking you,

M/s. _____

()

(Contractors Signature & Stamp)

**Rashtriya Chemicals & Fertilizers Ltd.
Trombay Unit**

No. RCF/TR/——(Deptt. Name) / HR NOC / 2025

Date : ——

To,
Sr. Manager (HR) -U / HR Contract Labour Cell,
HR Department (Unit) ,
Ground Floor, Admin. Bldg.,
RCF Ltd., Trombay Unit,
Chembur , Mumbai -400 074 .

**Sub :- Request for Issuing HR Clearance / NOC for the Bill of Month —— in
respect to M/s.—— (Contractors Name)**

Respected Sir / Madam,

Kindly find attached Request letter received from above mentioned Contractor along-with file containing required documents for issuing HR Clearance / NOC against the Bill for the Month of ——.

We have checked the documents submitted by the above mentioned Contractor and they are in line with the Check-list provided by the HR Department.

You are, therefore, requested to issue the HR Clearance / NOC and do the needful.

Regards,

(Signature with rubber Stamp of Execution Deptt. Officer)

Note :-

**Pl. note that file shall be forwarded to HR Deptt. through concerned
CM & above level Officer of Execution Deptt.**



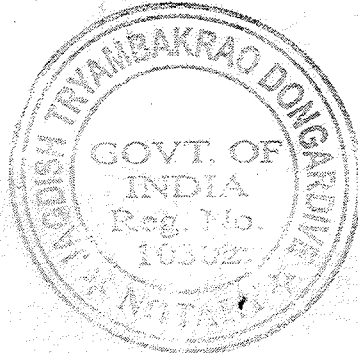
महाराष्ट्र MAHARASHTRA

© 2023 ©

CN 913086



Sub-Treasury Office
 Vasai
 16 OCT 2024
 Addl. Treasury Officer



16/10/24

INDEMNITY BOND

Sub: - Compliance under Work Order No: _____ in respect of work of

site at RCF Trombay Chembur Mumbai /4.

for the period from _____ to _____

The Proprietor of M/s _____ having permanent office address at,

_____, hereby certify that I have deposited on behalf of all workers engaged by me, our contractors/Sub-Contractors while undertaking the above subject work of RCF, all the payments and contributions towards EPF and ESIC in respect of all workers at RCF as required under the law to the credit of accounts maintained with PF Commissioner and ESIC, respectively under EPF Code No.

_____ dated _____ and ESIC Code No. _____ dated _____

711

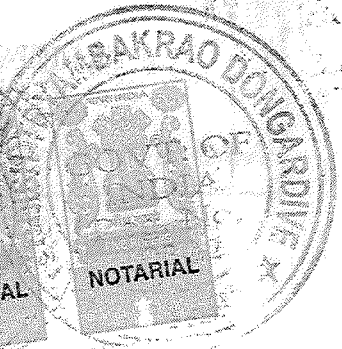
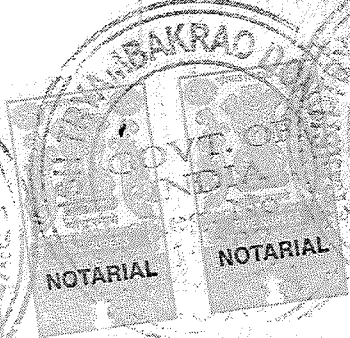
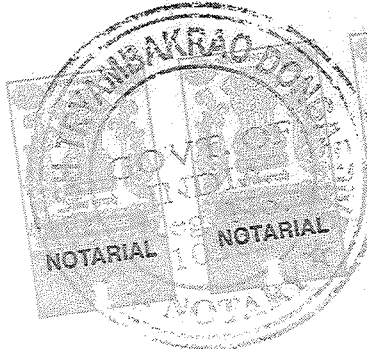
18 OCT 2024



18/10/24

खंडपत्र-२/Annexure-II

1. मुद्रांक विहीन सौदवही सं. क्रमांक-२/दिनांक
(Serial No./Date)
2. दस्तावेज प्रकार
(Nature of Document)
3. दस्त नोंदणी करावयाची आहे का ?
(Whether it is to be registered?)
3. मालकीचे खोदपत्र वर्णन
(Property Description in brief)
4. मुद्रांक विकत घेतल्याचे नाव व सही
(Stamp Purchaser's Name & Signature)
5. हावे अवस्थेत घेतले गेले, कसा सही
(If through owner person then Name, Address & Signature)
6. मुद्रांक रक्कम
(Name of the Party)
7. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)
8. परजावधारक मुद्रांक विकत घेतली आहे
 विकत घेतलेली आहे की, सोळा दिवसांत
 मुद्रांक/दस्तावेज विकत घेतला, रक्कम १२०२०१०, मालकीपत्र
 (ज्या कायद्यानुसार मुद्रांक करलेला गेला त्याच कायद्यानुसार
 मुद्रांक घेतली वेळापत्रक ३ महिन्यात घेतले जायलाय असे.)





I also confirm that all the payments and the compliance have been made under relevant provisions of the Act in respect of the referred work order in respect of employees engaged by my/our establishment/ firm/ agency including Sub-contractors at RCF establishment for the period from _____ to _____

I/We, therefore, undertake to fully Indemnity RCF from any legal and financial liability whatsoever, that may arise due to above certification in respect of work undertaken at RCF establishment against the above referred work order.

For, M/S _____

Place: Mumbai

Proprietor



BEFORE ME

DM

JAGDISH TRYAMBAKRAO DONGARVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Omrah Chhat Committee, Khand Nagar,
Zopodpali, Alandi Road, Khandesh (Eest).
Mumbai - 400 101.

12 6 NOV 2024

दिनांक -

प्रति,
मेसर्स
..... (कंत्राटदाराचे नाव)**विषय:- ना हरकत प्रमाणपत्र (NOC)**

मी / आम्ही आपल्या मेसर्स मध्ये दिनांक
ते पर्यंत आर.सी.एफ. कंपनीत कंत्राटी कामगार म्हणून
..... या विभागात काम करित होतो. त्या कामासाठी देण्यात
येणाऱ्या सर्व वेतनासहित बोनस, युनिफॉर्म, युनीफॉर्मची शिलाईची रक्कम, सेफ्टी बुट,
पावसाळी बुट, रेनकोट वगैरे प्रत्यक्ष वा रोख रक्कम या स्वरूपात मिळाल्या आहेत व
इतर लाभ (कंत्राटदारा कडून) जसे पी. एफ. बदल आमची कोणतीही तक्रार नाही.

आता माझे / आमचे आपल्या कंत्राटी कंपनीकडून काहीही येणे बाकी नसून त्याबाबत
माझी / आमची या बदल्यात कोणतीही तक्रार नाही.

हे मी / आम्ही स्वतः कोणाच्याही अथवा कुठल्याही दबावाखाली न येता स्वखुशीने
लिहून देत आहे / आहेत.

आपला / आपले विश्वासू
(कामगारांची नावे)

- 1.
- 2.
- 3.
- 4.
- 5.

कंत्राटदाराची सही व शिक्का

टीप :- हे " ना हरकत प्रमाणपत्र " कंत्राटदाराने त्यांच्या लेटर हेड सोबत संबंधित
विभागाच्या (Concerned Execution Department) मार्फत मानव संपदा विभागात
शेवटच्या बिलासोबत (Final Bill) जमा करावे.

CONTRACT WORKER APPOINTMENT LETTER

(To be issued by Contractor)

<Company / Contractor Letterhead>

Address: _____

Phone: _____

Email: _____

Ref No: _____

Date: ___/___/___

To,

Mr. /Ms. _____

Address: _____

Mobile No. _____

Aadhaar No. _____

**Subject: Appointment as Contract Worker for deployment at our client site
M/s RCF Limited Trombay/ Thal Unit/ _____ Marketing office.**

Dear Sir/Madam,

You are hereby engaged as a **Contract Worker** (Skilled/ Semi-skilled/ Unskilled) by M/s _____ (Name of Contractor) for deployment at **M/s RCF Limited Trombay/ Thal Unit/ _____ Marketing office** under the following terms and conditions.

As per the document (PAN/ AADHAAR/ OTHER PROOF) submitted by you, your Date of Birth is _____ and your age as on _____ is _____ years.

1. Nature of Engagement

Your engagement is purely **contractual** and you shall work under the administrative supervision of _____ (Name of Contractor) while performing assigned duties at the premises of the RCF Limited.

This engagement **shall not be construed as employment with the Principal Employer** and shall not create any claim for permanent employment or regularization.

2. Place of Work

You will be deployed at:

Unit/Department: _____

Location: _____

You may also be required to work at any other location within the establishment as assigned.

3. Period of engagement

Your engagement shall commence from: **Date:** ___/___/___ Till **Date:** ___/___/___.

4. Duties and Responsibilities

You shall follow all instructions issued by the authorized officer/supervisor of _____ (Name of Contractor) and comply with the operational requirements of the establishment and report for duty as instructed.

5. Wage

You will be paid the Wages on or before the expiry of the 7th day after the last day of wage period. Wages shall be paid through bank transfer/digital payment, and the same shall not be less than Minimum Wages notified by the Appropriate Government from time to time.

6. EPF & ESI Benefits:

PF Deduction will be made @ 12% on Basic + DA (maximum wage ceiling of Rs. 15000/-).

ESI Contribution: As applicable

Any change will be intimated accordingly.

7. Safety, Discipline and Conduct

You shall:

- Follow all safety instructions and procedures
- Wear personal protective equipment (PPE) where required
- Observe discipline and security regulations
- Maintain proper conduct within the premises

Violation of safety or security rules may result in disciplinary action.

8. Identity and Access

You must carry the Identity Card issued by _____ (Name of Contractor) while on duty.

Access to premises is subject to security regulations of the establishment.

9. Termination of Engagement

Your engagement may be terminated:

- By either party with ____ days' notice, or
- Payment in lieu of notice

The contractor may terminate engagement immediately in cases of misconduct, breach of discipline, or violation of safety/security regulations.

10. Governing Law

This engagement shall be governed by applicable labour laws.

11. Acceptance

Please sign the duplicate copy of this letter as a token of acceptance of the above terms and conditions.

For M/s _____
(Contractor)

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Accepted by Contract Worker

Signature: _____

Name: _____

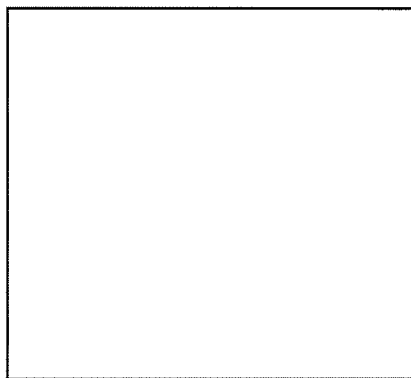
Date: _____

FORM NO. 36

(See rule 110-A)

IDENTITY CARD

(a) Recent Passport Size Photograph of the Worker -



Signature or Left thumb Impression
of the Worker

(b) Name and Address of the Factory -

(c) Full Name and Address of the Worker -

(d) Date of Birth of the Worker -

(e) Date of Joining the Service -

Signature of Manager or Authorised Agent

Date of Issue:

SAMPLE ONLY

203

6

A [REDACTED] Enterprises

Govt. Approved Contractor

SP. HOUSEKEEPING, HORTICULTURE & CIVIL WORKS

House No. [REDACTED] Shiv [REDACTED] Chawl, Kajuwadi, Andheri (E), Mumbai - 400 099.

Ref. No. _____

Date 12/05/2025

Shri [REDACTED]
Contract work for Housekeeping & Conservancy of Plants
Inside Factory Premises, R. C. F. Ltd.,
Chembur, Mumbai - 400 074.

Sub : Retirement from the service

Dear Sir,

This is to inform you that you are working under our contract for Housekeeping and Conservancy of Plants inside Factory Premises at RCF Ltd., Trombay Unit, Chembur, Mumbai - 400 074. As per the record your date of birth is 01/06/1965.

As per Government Rule age of retirement from the service is 60 and you will complete 60 years as on 31/05/2025. Therefore, we will retire you from the service w.e.f. 31/05/2025.

Wish you a healthy and happy life in your future.

Thanking you,

Yours faithfully,

Designation & Signature

C. C. To:

1. THE OPERATION MANAGER (B & MH),
2. The Manager (HR)
R. C. F. Ltd., Chembur, Mumbai - 74.

For A [REDACTED] ENTERPRISES

Proprietor

Name: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

SAMPLE ONLY

Landscaping
Garden maintenance
Civil work
Eletric Work etc.

PROJECTS

Compound,

Girls High School,

Andheri (E), Mumbai - 400 093.

Off. :

Email :

Ref. No.

Date : 15/05/2025

Contract work for Green Space/ Belt Management
Service work in RCF Ltd Township Area at,
RCF Ltd, Chembur, Mumbai – 400074.

Sub : Retirement from the service.

Dear,

This is to inform you that you are working under contract for Green Space/ Belt Management Service Work at RCF Ltd, Trombay Unit, Chembur, Mumbai- 400074. As per the record, your date of birth is 05.07.1964.

As per Government Rule age of retirement from the service is 60 and you will complete 60 years as on 31.07.2024. Therefore, we will retire you from the service w.e.f. 31.07.2024 .

Wish you health and happy life in your future.

Thanking you,

Yours Faithfully

Designation & Signature

For B projects

Manager

C.C.To.:

1. The Chief Admin Manager
2. The Manager
R.C.F Ltd., Chembur, Mumbai- 400074.

(FOR CONTRACTOR - LABOUR LAW COMPLIANCE)

Date: _____

To,
The Department (Execution Dept.)
_____ (Name of Establishment)
_____ (Address)

**Subject: Undertaking for Compliance of Labour Laws for Deployment of
Temporary / Contract Workers**

I, Mr./Ms. _____, Proprietor/Authorized Signatory of M/s
_____ (Contractor Name), hereby undertake that I am deploying
temporary/contract workers for the work of _____ at
_____ (location/site).

I hereby confirm and undertake as under:

That all workers deployed are my employees and I am solely responsible for compliance with all applicable labour laws as per enclosed Contract Worker Compliance Checklist by HR Department to obtain HR Clearance / NOC

That I will indemnify the Principal Employer against any liability arising out of non-compliance of labour laws.

That I will produce all documents/records for verification by the Execution Department / Authorities as and when required.

For M/s _____ (Contractor Name)

Authorized Signatory: _____

Name: _____

Designation: _____

Signature & Seal: _____

मानव संसाधन विभाग की ठेका कामगार अनुपालन जाँच सूची

Contract Worker Compliance Checklist by HR Department to obtain HR Clearance / NOC

SR. NO.	Check Points	Remark
A	Covering letter by Execution Department to HR Deptt.	
B	Forwarding letter From Execution Department submitted by Contractor on their letterhead with data in 14 Points (Mandatory)	
C	Indemnity Bond and Work Order Copy is required for SD Clearance	
D	Labour License (If Contract workers engage more than 20)	
E	Attendance Register (Form D)	
	Address stamp of Contractor	
	Month of Attendance	
	Signature of Contract labour in front of his/her name	
	Contractors Signature and Stamp	
	Execution Department Signature and Stamp	
	LIN Number	
F	Wage Register (Form B)	
	Address stamp of the Contractor	
	Month of Wages	
	Date of Payment of Wages (Disbursement date)	
	Minimum wages Rates	
	Contractors Signature and Stamp	
	Execution Department Sign and Stamp	
	Catergory of Contract worker	
	Revenue Stamp with signature of Contract Worker	
	LIN Number	
G	Bonus (Form C) (As applicable)	
	Address stamp of the Contractor	
	Date of Payment	
	Signature of Contract labour in front of his/her name	
H	Overtime Payment Register	
I	Advance Register	
J	PF Documents	
	Confirmation Receipt (Contribution is paid on or before 15th of next month)	
	Combined Challans	
	Electronic Challan Cum Return (Name and EE i.e Employee's Share should be highlighted)	
	Consent letter from EPFO (Contribution is paid on ceiling amount if any)	
K	ESIC (as applicable)	
	Confirmation Receipt (Contribution is paid on or before 15th of next month)	
	Contribution receipt / summery (Name of IP and Contribution remitted should be highlighted)	
L	IF Exempted from ESI Contribution (Minimum wages more than 21,000/-) then valid copy of policy issued under the Employees Compensation Act (Policy under EC Act)	
M	Bank Statement/ Salary Credited to contract labour account	
	Payment of wages in cash is not allowed (If done as a one time special case / situation beyond the control , clarification letter is mandatory from Execution Department)	
	Contract labours name and month of Wages should be highlighted (those deployed at RCF Tromby Unit)	
	Payment should be disbursed on or before 7th of the next month.	
N	MLWF	
	Confirmation Receipt (Contribution is paid on or before 15th of January and 15th of July month)	

SAMPLE ONLY

DATE 22/11/2025

TO,
CHIEF MANAGER (HR)
RCF LIMITED, MUMBAI

SUB: REQUEST FOR ISSUE OF FORM III

REF: RCF WORK ORDER NO 58 [REDACTED] DATED - 05/11/2025
GEM TENDER NO. GEM/2025/B [REDACTED] (GEM-CC/M [REDACTED] 20)
GEM CONTRACT NO : GEMC- 51 [REDACTED] DTD 14/10/2025

M/s RCF has awarded the painting job on a supply and apply basis to [REDACTED] India Limited as per ref. W.O. M/s B [REDACTED] Limited has made an agreement with M/s [REDACTED] for application of paint at site. We have authorized M/s A [REDACTED] for painting application works as per the NIT SOW, clause no. 8. All the PF/ESIC and manpower-related compliances will be done by our authorized applicator, M/s Apeksha Engineers.

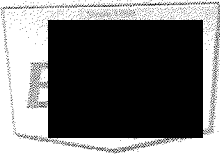
- 1) M/s. [REDACTED] will engage the manpower/personal required for coating application job shall be full trained and on role of the appointed applicator M/s. Apeksha Engineers.
- 2) M/s. [REDACTED] shall comply with all Labour Regulations made by Government from time to time in regard to payment of wages wage period, deduction from wage recovery of wages maintenance of wage books or wage slip others terms of employment and all others of the like nature or as per the provision of the Contract Labor Regulation /Act/ central Rules, wherever allocable.
- 3) Our applicator [REDACTED]s full fills the all-statutory requirement of PFS and ESIC as per the NIT of RCF LTD
- 4) The required gate pass for manpower & materials will be on the name of our authorized applicator M/s. [REDACTED]
- 5) PF and ESIC details for our authorized applicator M/s [REDACTED] is as follows-
PF No - THVSH0 [REDACTED] 00.
ESIC No - 340 [REDACTED] 0001001

[REDACTED]
[REDACTED] CHS, E-15/11 Sector -48
Nerul Navi Mumbai -400706

ALL NECESSARY DOCUMENTS OF M/S APEKSHA ENGINEERS IS ENCLOSED WITH THIS LETTER.
KINDLY REQUEST YOU TO ISSUE FORM III FOR FURTHER SITE EXECUTION RELATED ACTIVITIES.

[REDACTED] INDIA LIMITED
804, 8th floor [REDACTED], Andheri Kurla Road, J B Nagar, Andheri East, Mumbai - 400 050 Phone : (022) 2834 2002 / 03 / 04 / 05, Fax : (022) 2834 2007

SAMPLE ONLY



ENCL.

1. WORK ORDER FROM [REDACTED] TO [REDACTED]
2. INDEMNITY BOND FROM [REDACTED]
3. PF ESTABLISHMENT CODE OF [REDACTED]
4. FORM 5 A OF [REDACTED]
5. ESIC REGISTRATION OF [REDACTED]
6. PROFESSIONAL TAX OF [REDACTED]
7. PAN CARD OF [REDACTED]
8. GST CERTIFICATE OF [REDACTED]
- 9) AUTHORISATION PERSON NAME DECLARATION BY [REDACTED]

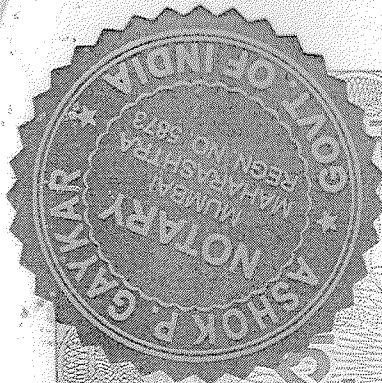
Thanking you

[REDACTED] INDIA LIMITED

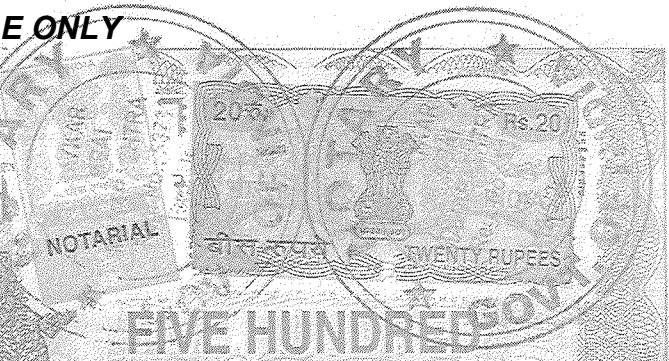
[REDACTED]
AUTHORISED SIGNATORY

[REDACTED]
[REDACTED]

SAMPLE ONLY



भारतीय गणराज्य
भारत



₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

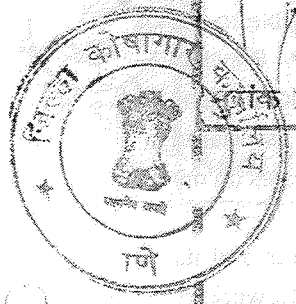
Rs. 500

INDIA NON JUDICIAL

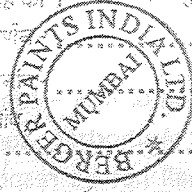
महाराष्ट्र MAHARASHTRA

2025 51918 EE 970617

जिल्हा कोषागार कार्यालय, ठाणे
13 NOV 2025
मुद्रांक प्रमुख लिपीक / लिपीक



अनुक्रमांक 51918 दिनांक 13 NOV 2025
परतंत्रा प्रमाण Agreements
दस्ता नोंदणी करणे कायदा का ?
दस्ता नोंदणीचे दस्तऐवज पत्रिका
मुद्रांक विभाग घेता येईल का ?
हस्ताक्षर अखत्यारीत ह्याचे जाणून घ्यायचे का ?
हस्ताक्षर पत्रिका घ्यायचे का ?
मुद्रांक शुल्क घ्यायचा - 1000/-
मुद्रांक विक्रेत्याची नावे (लिपिक/मुद्रांक लिपीक/मुद्रांक लिपीक/मुद्रांक लिपीक)
मुद्रांक विक्रीचे ठिकाण/मत्त - मत्त - 1000/-
मुद्रांक नं. 1000/-
मुद्रांक शुल्क नं. 1000/-
ज्या करणाऱ्याच्या नावावर मुद्रांक घ्यायचे आहे त्याच्या नावावर मुद्रांक घ्यायचे काय ?
मुद्रांक घ्यायचे काय ?



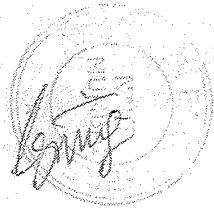
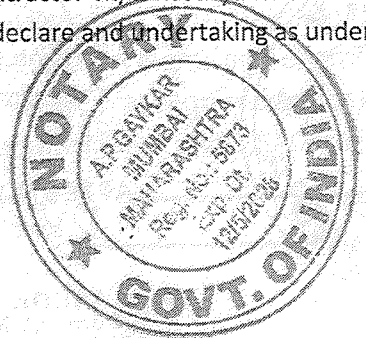
Arjun Sharma

AN UNDERTAKING BY SUB-CONTRACTOR FOR COMPLIANCE OF ALL LAWS AS APPLICABLE

REF; ORDER NO - 5800 (GEM/202 77)

I VI CS SON OF CHA

I Authorized Proprietor M/S Sub-contractor of M/S INDIA LTD being contractor M/S Rastriya Chemicals and Fertilizers Ltd, Trombay Chembur , Mumbai- 400074 do hereby declare and undertaking as under with regard to the aforesaid work order



SAMPLE ONLY



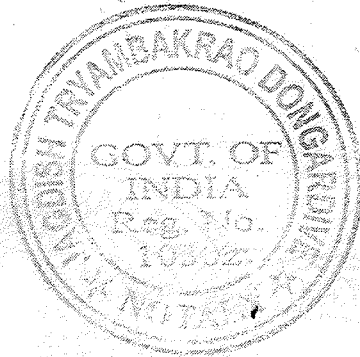
महाराष्ट्र MAHARASHTRA

© 2023 ©

CN 913086



Sub-Treasury Office
 Vasai
 16 OCT 2024
 Addl. Treasury Officer



INDEMNITY BOND

Sub: - Compliance under Work Order No: _____ in respect of work of

site at RCF Trombay Chembur Mumbai /4.

for the period from _____ to _____

The Proprietor of M/s _____ having permanent office address at,

_____, hereby certify that I have deposited on behalf of all workers engaged by me, our contractors/Sub-Contractors while undertaking the above subject work of RCF, all the payments and contributions towards EPF and ESIC in respect of all workers at RCF as required under the law to the credit of accounts maintained with PF Commissioner and ESIC, respectively under EPF Code No.

_____ dated _____ and ESIC Code No. _____ dated _____

24

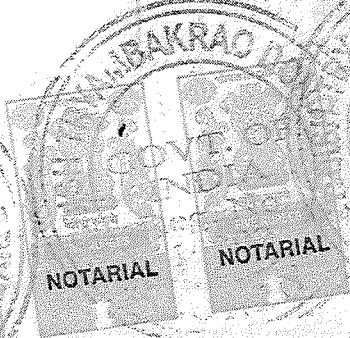
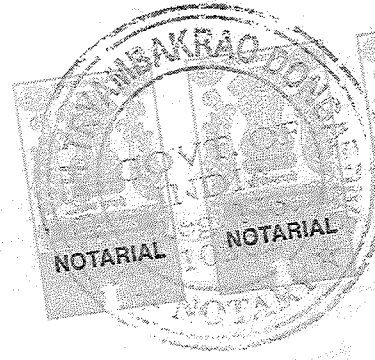
18 OCT 2024



18/10/24

जेडिपर-२/Annexure-II

1. मुद्रांक दिवशी नोंदवली रकम, क्रमांक-२/दिनांक
(Serial No./Date)
2. दस्तऐवज प्रकार
(Nature of document)
3. दस्त नोंदणी करण्यात येईल का ?
(Whether it is to be registered?)
4. मालकीचे वैशिष्ट्यपूर्ण वर्णन
(Property Description in brief)
5. मुद्रांक दिवशी घेतल्याचे पत्र व स्वाक्षरी
(Stamp Purchaser's Memo & Signature)
6. इतले अस्तवस्थान कोणते नाव, पत्ता आहे ?
(If through, owner, person then Name, Address & Signature)
7. मुद्रांक पत्राधारकचे नाव
(Name of the Party)
8. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)
9. परवानगारक मुद्रांक दिवल्याची नवी
न नोंदवण्या (मुद्रांक दस्तऐवज) ही, लोकाय विधेयवृत्त
मुद्रांक विभागाचे ठिकाण रस्ता १२००३०, भास्करांचारा
(या आराखड्याची अटीची मुद्रांक खरेदी केला त्याची रक्कम परवानगारकी
मुद्रांक खरेदी केलेल्यापुढे ३ महिन्यांत बांधणी संघटकातर्फे आहे.)



AMBARKRAO DONGARWIVE
GOVT. OF INDIA
Reg. No. 10302

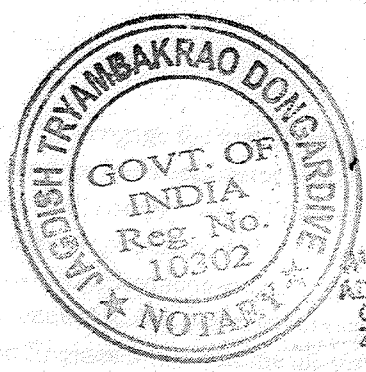
I also confirm that all the payments and the compliance have been made under relevant provisions of the Act in respect of the referred work order in respect of employees engaged by my/our establishment/ firm/ agency including Sub-contractors at RCF establishment for the period from _____ to _____

I/We, therefore, undertake to fully Indemnity RCF from any legal and financial liability whatsoever, that may arise due to above certification in respect of work undertaken at RCF establishment against the above referred work order.

For, M/S _____

Place: Mumbai

Proprietor



BEFORE ME
[Signature]
AMBARKRAO DONGARWIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Cenash Chaudhary, Khand Nagar,
Zopadpeta, Andh Nagar, Khandesh, (Eand),
Mumbai - 400 002

12.8 NOV 2024