



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

Administrative Building, Contract Cell Dept, Room no. 25,
Chembur, Mumbai 400 074, Maharashtra, INDIA

Phone: 00 91 22 2552 2584/ 2727

NOTICE INVITING TENDER FOR- Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises.

TENDER NO: GEM- CC/O/B&MH/P/2526/404

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

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

Bidders may visit the site at bidder's own responsibility and risk & at own cost between 9.00 a.m. to 4.00 p.m. on any of the working day to assess the quantum of job & site conditions and obtain all information that may be necessary for preparing the Bid and before entering into a contract for the Services.

The pre-bid meeting with RCF is 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.

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

No verbal and / or telephonic queries and clarifications will be entertained by the RCF.

Contacts:

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

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INSTRUCTIONS FOR BIDDERS

This is a Notice Inviting Tender (NIT) as per the terms & conditions stated hereinafter:

1.01 **AWARD OF CONTRACT:** Contract shall be awarded on OVERALL **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 Lumpsum Basis only.**
- b) **Bidder shall quote Grand total Lumpsum price including all applicable taxes & duties for complete items/jobs**
- c) **Bidders are requested to upload the Format for Price Breakup of the Lumpsum Offering as per attached format in GeM portal.**
- d) **This bid has been published with a floor price (minimum value) predetermined by RCF. The minimum floor price is calculated based on minimum wages as on 01.10.2025 (Daily rated workers) and 01.01.2026 (agreement covered workers) including all other statutory overheads and a contractor margin (service charges) of 3.85% (inclusive of GST). Bidders are advised to submit quotes at or above this minimum floor value.**
- e) **Bidders are required to quote the additional service charges as well as the Consumable charges for the entire contract duration including GST in Complete Rupees in the designated field provided in the price breakup sheet. Both the additional service charges as well as the Consumable charges to be quoted by the bidder should be a positive value (greater than or equal to zero) else the offer of the bidder shall be rejected. The Bidder, while quoting the consumable charges shall carefully consider all costs associated with the supply of consumables, tools-tackles & equipment truck/tempo along with driver as per the detailed list as specified in the NIT, and then quote the consumable charges.**
Based on the values entered in the price breakup sheet at for Additional Service charges and consumables, the excel sheet will automatically calculate the total contract value inclusive of GST. This total contract value inclusive of GST is to be quoted on GeM portal by the bidder. Please note that the price quoted in GeM portal will be final and binding on the bidder.
- f) **In case two (2) or more bidders happen to be L-1 bidder, decision to select L-1 bidder will be as per GeM rules.**
- g) **Bidder shall ensure that the quoted price is inclusive of GST and all other charges. Bidder shall be solely responsible for the price/s quoted by them and no communication in this regard shall be entertained after bid opening.**

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.

1.02 **EARNEST MONEY DEPOSIT (EMD)** for ₹ 10,00,000/- is to be deposited as per following instructions, EMD other than below mentioned format shall not be considered:

- a) EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD please log on to <http://www.rcfltd.com> and then go to 'Portal' and 'EMD payments'.
For any help refer to Help Menu which is available on Login or SIGNUP Screen. For any help, contact on helpline number 022- 2552 2561 (10.00 a.m. to 5.00 p.m.). **EMD amount will not carry any interest.**
- b) Alternatively, EMD can also be deposited directly in RCF Account. The details of bank account for acceptance of EMD is as under
 - Name of Bank : State bank of India
 - Branch : Commercial Branch Fort Mumbai
 - IFSC Code : SBIN0006070
 - Account no : 00000030038480740

SPECIAL NOTE:

- Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained.
- If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order the Earnest Money is liable to be forfeited.

EMD Exemption: Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD (Refer Annex-A-I). Exempted bidders should upload a valid certificate issued by approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) viz **Udyam Registration certificate** for EMD exemption.

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

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

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

1	Signed copy of Technical Bid / SOW AND HSE Requirement (Annexure-I-II).
2	Signed copy of "Commercial Terms & Conditions" (Annexure-III).
3	Scanned copy of "Credentials & Eligibility Criteria" with complete information as required by RCF (Annexure-IV).
4	Copy of PAN NO., GSTN No, ESIC & PF Certificates as per Credentials & Eligibility Criteria
5	Scanned copy of "Turnover certificate" as per Credentials & Eligibility Criteria
6	Scanned copy of "Net Worth certificate for Financial Soundness" as per Credentials and Eligibility Criteria
7	Scanned copy of "PO/WO copies" as per Credentials & Eligibility Criteria & Other documents as per Start-up Clause (Annexure-IV)
8	Signed copy of "Terms and Conditions related GST clause, Disciplinary Clauses and Statutory / Mandatory Clauses"
9	Signed copy of INTEGRITY PACT- Annexure-B
10	Signed copy of ANNEXURE-VII – A and ANNEXURE-VII – B
11	Signed copy of Land Border Declaration as per Annexure-V.
12	Signed copy of Make IN India Local Content Declaration as per Annexure-B.
13	Scanned copy of EMD payment Slip/valid MSE Certificate

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. The payment of Gratuity under Gratuity act,1972 will be the sole responsibility of the contractor as an employer who are engaging the workers and the same shall be ensured while clearing the security deposits, as applicable.

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.

In case of any doubts / details, party can visit the plant, contact the plant engineers, see, discuss and understand the job at site before submitting quotation.

TECHNICAL BID / SCOPE OF WORK

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical bid in GeM-Tender)

SCOPE OF WORK

Sub: Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises.

The detailed Scope of Work, exhaustive but not limited, are as follows;

Brief Description, list of jobs/works required to be done on daily basis/periodically at factory premises:

The housekeeping & conservancy related jobs at plants/offices and internal roads near to plant areas inside Trombay factory premises are carried out on regular basis for maintaining the cleanliness & hygiene. This also includes the collection of dust, garbage and rubbish etc. and transportation of the same to designated/dumping areas by deploying trucks/tempos. The detailed scope of work for carrying out the jobs of housekeeping, conservancy and garbage disposal by the Contractor's/contract workers for the entire factory area includes following but not limited to as under;

1.0 Jobs to be carried out on Daily basis:**1.1 General Housekeeping Tasks:**

- A. Sweeping, mopping, and vacuuming floors and staircases:** Daily upkeep and maintenance of the floor areas including control rooms, offices, welfare blocks, plant area, toilets, washrooms, wash-basins, walls, corridors, doors, windows, fixtures & fittings, including lights and fans, passages, etc. on regular daily and need basis.
- B. Daily cleaning /Dusting of all office furniture's, walls, windows, doors, fixtures, Chairs, Cupboards, Display Boards, Racks, Telephone Instruments, Computers, Printers, Shelves, curtains, etc. to be carried out.**
- C. All the corridors, lobbies, waiting areas, elevators, passages, staircases, office rooms, control rooms, welfare blocks and waste baskets are to be swept/cleaned manually with wet mopping by using good quality cleaning agents and aromatic phenyl at the given floors of each building.**
- D. Cleaning and sanitization of workstations, cabins, and meeting rooms:** Spray the Office rooms, control rooms, welfare rooms, corridors and canteen area etc. daily/need basis, with fly-mosquito repellents and thereafter with good quality room fresheners. All office rooms, control rooms & welfare blocks are to be sprayed with Air Freshener on daily basis.
- E. Conservancy of plants/office surroundings and roads:** Dry leaves, mud, garbage lying near plant / office and surrounding areas/roads are to be cleaned, picked and dumped using trucks into the designated areas or at khadi on daily basis.

1.2 Toilet and Washroom Cleaning:

- A. Regular cleaning and disinfection of toilets, urinals, wash basins:** Toilets, Bathrooms, Urinals, Wash basins/sink, Water-cooler areas are to be washed with cleaning powder, soap and phenyl as required, cleaned and wet moped on daily basis by using good quality cleaning agents, aromatic phenyl etc.
- B. Replenishment of consumables (soap, air fresheners, tissue rolls):** Replenish daily the naphthalene balls, tissue paper and liquid soap in the toilets, bathrooms / washrooms, washbasins etc. Contractor to install & maintain the soap dispenser at all the locations. Submit the proof of installation reports which should be verified by Respective plant authority. The contractor has to maintain the soap along with soap dispenser throughout the contract period. Penalty for non-maintenance of the same shall be applicable.
- C. Dry mopping and odour control throughout the day:** Contractor to ensure that aromatic freshener packet such as Odonil or Sani fresh, to be provided in all washrooms, toilets etc. and ensure that sufficient quantity/cubes are available at all the time in every washrooms and toilets.

1.3 Conservancy Services: Regular sweeping of surroundings, roads, open areas, parking zones etc. Collection of litter, fallen leaves, and garbage from the mentioned areas and cleaning of storm water drains, sewer chambers (as required). Removal of cobwebs and cleaning of overhead ducts, weekly and monthly respectively.

1.4 Waste Management:

A. Door-to-door waste collection and segregation (wet/dry): Remove garbage on daily basis from offices & plant area in morning hours and to dispose it off to Khadi by deploying required numbers of trucks/tempos. Perishable and stinking garbage shall be disposed off immediately. At first, the garbage shall be collected in covered Garbage bins (with wheels/trolley type) along with garbage bags inside, provided at the specific locations which shall be free of stench, flies and away from human sight. The contractor has to make provision of Garbage bins (with wheels/trolley type along with garbage bags) at various locations for collection of garbage (at least one bin at each plant location including ladies toilets (garbage bin must be medium size, covered and foot operated) within plants/departments in factory premises).

B. Transport of waste to designated bins or disposal points: The contractor shall engage trucks/tempos and manpower for lifting these garbage from the bins and dump it on to the khadi on daily basis. The garbage shall not be collected or dumped at any other locations other than the garbage bins or khadi. The trucks engaged for lifting of Garbage shall be of specifications having minimum carrying capacity of 5MT.

2.0 Jobs to be carried out on Weekly basis:

- i. Cob Webs are to be removed and Ceiling is to be cleaned for all office rooms, control rooms, welfare blocks and other rooms in plant area at least once in week. The cob webs/dust on the racks in stores shall be cleaned once in week.
- ii. All Doors, Windows, Venation Blinds are to be cleaned/wet wiped at least once in week.
- iii. Tube lights, Fans, Exhaust fans, AC ducts, Electrical switches are to be cleaned or Dry wiped at least once in a week.
- iv. Side Wall Tiles in washrooms & Toilets are to be washed and cleaned at least once in a week.
- v. Parking Area, Scooter Car sheds are to be manually swept at least once in a week.
- vi. All MCC/PCC/MRS/Switchgear rooms, Sub-stations of respective plants are to be swept, cleaned with Vacuum cleaner and wet mopped at least once in a week.
- vii. Stores & workshops of respective plants are to be swept & moped at least once in a week.

3.0 Other conservancy along with surrounding road cleaning and miscellaneous Jobs:

- i. Plant surrounding area along with internal and approach roads are to be swept at least twice in a week.
- ii. Removal of stagnant water on roads/plant area as and when required and spraying bleaching powder in that area.
- iii. The solar panels installed in the terrace of Technical services building and Urea bagging plant is to be cleaned by using water or dry wiped as instructed by RCF officer once in a week.
- iv. The signboards should be washed/cleaned once in a week.
- v. The mirrors installed on roads at all the turnings & Junctions (approx. 35 nos.) are to be wiped & cleaned once in a week.
- vi. The bio-toilets (14 nos.) installed at various locations are to be washed & cleaned only using water.
- vii. Cleaning of the Terrace of buildings once in a week. Any vegetation growth on buildings is to be removed completely on monthly basis. Approach, if unavailable, shall be provided by RCF plant authorities/respective plants.
- viii. Carcasses to be removed from factory area to outskirt of the factory.
- ix. Shifting of furniture in the same area from one room to another room as and when required.

4.0 Job Description for Canteen:

- i. Housekeeping and Conservancy of entire premises.
- ii. Floor of the Dining Hall, wash basin area, water cooler area etc. to be cleaned before and after breakfast, before and after Lunch and before and after evening snacks with water and soap solution.
- iii. Mopping of Dining Halls during lunch hour to be carried out continuously.
- iv. Kitchen to be cleaned with water and soap solution before and after meal preparation and during kitchen preparation timings. i.e. at the time of breakfast preparation, lunch, evening snacks and dinner.
- v. Store, office rooms, machine rooms, walk in cooler etc., with soap solution daily.

- vi. Canteen waste to be dumped in a container kept in the separate room provided and assists Canteen Contractor to transport and dump the same in the dust bins provided by the Municipal Corporation of Greater Mumbai outside Factory premises (transport arrangement for the same is being provided by the Catering contractor).
- vii. Dado / wall tiles of kitchen, dining hall, walk-in-cooler to be cleaned once in a week with soap solution.
- viii. Grease chambers, inside and outside drain lines should be kept clean always for smooth flow of waste water. Sludge to be removed and shifted out of the Canteen Premises.
- ix. Cob-webs to be removed from the entire building of the Canteen twice a month.
- x. Toilets / urinals cleaning twice in a day.
- xi. Glasses of the window to be clean ones in a week.
- xii. Tables and Chairs to be clean with wet cloth regularly and with soap solution once in a week.
- xiii. Outside premises to be cleaned in morning and evening. Cleaning of welfare rooms earmarked of canteen staff.

5.0 Detailed Contractor Scope, Supervision and Reporting along with general instructions:

- a. The contractor shall deploy his manpower to carry out the job as mentioned above under scope of work described at each location. Compound, insecticides, Room Fresheners, sanitary materials etc. should be in stock. These items should be kept-replenished in such a manner that at any given time, sufficient quantity of standard sanitary material should be available in store-stock for use every month during the period of contract.
- b. All personnel shall carry proper identity card and shall be in uniform to be provided by the contractor and shall maintain discipline and conform to office etiquette. RCF shall reserve the right to remove undisciplined-undesirable person(s) of the contractor at its sole discretion.
- c. Provision for additional sweeping/mopping/washing of washrooms & toilets during VIP visits in Offices & plants. Extra manpower required during the VIP visit will be informed a day prior to the contractor. All the main roads & VIP roads shall be swept & cleaned during any VIP visit or any emergency and as per instructions given by B&MH Dept officers. At least one VIP visit expected every month.
- d. The contractor shall deploy all his manpower/vehicles & participate during the Swachta Abhiyans / drives carried out inside RCF Factory premise.
- e. The women's welfare block is to be cleaned on daily basis by Lady Worker. No Lady staff shall be deployed beyond 5.00 p.m. and on Sundays and Holidays, inside factory premises. Lady supervisors may be deployed to monitor the activities carried out by Lady Workers based on the area allocation.
- f. The contractor shall deploy sufficient Supervisors for having better control & monitoring of jobs with proper distribution & allocation of zones.
- g. The supervisors deputed in their respective zones shall monitor that good housekeeping/cleaning as per the schedule & RCF's requirement is being carried out and that proper discipline is maintained by the workers deployed in the respective areas. In case of supervisor not available or not being able to attend any issue related to the cleaning/housekeeping of the particular plant/dept., then suitable penalty may be levied as per Penalty clause of NIT. Please note that each supervisor shall work in his zone so as to ensure effective monitoring. Also additional supervisors shall be engaged for catering the leave & absenteeism of the supervisors.
- h. The supervisor shall monitor and replenish the materials such as floor cleaners, hand wash, air fresheners, freshener packets & cubes as per requirement.
- i. The supervisor shall check and ensure the replenishment of the consumables, like fresheners urinal pads, cubs etc. in every third day (i.e. twice a week).
- j. The supervisor shall ensure that the soap dispenser installed in each bathroom is filled at any given point of time. If the soap dispenser is broken or not available, then the contractor shall install new soap dispenser and refill it with liquid hand wash on daily basis.

k. An online and manual checklist shall be filled in by each plant representative on daily basis intimating / registering complaints for the unsatisfactory work carried out in their area. The supervisors/contractor shall ensure that they will meet each plant representatives for knowing whether any complaints have been registered and for further rectification jobs.

I. A detailed checklist of housekeeping jobs carried out shall be jointly certified by the supervisor of the contractor & respective plant's representative (nominated by the respective plant/dept.) on daily basis as per the schedule of work/jobs. The Checklist shall be as follows:

Name of the Plant									
Name of the worker/sweeper									
No of days Present in Plant									
Housekeeping jobs	Periodicity	Mon	Tue	Wed	Thur	Fri	Sat	Sun	
Sweeping/ Cleaning of Control Rooms, Office rooms, Welfare Blocks, Corridors, Passages	Date: Daily								
Mopping of Control Rooms, Office rooms, Welfare Blocks, W/S, Toilets	Daily								
Washing of Latrine, Urinals, Wash-basins, Bath Rooms and Sinks with cleaning powder, soap and phenyl	Daily								
Dusting of all Furniture's such as Chairs, Tables, File Cabinets, Racks, Cupboards, Computers, Printers etc.	Daily								
Sweeping/Cleaning of other area of the Plant and surrounding area	Once in a week								
Mopping of other plant rooms such as MCC rooms, Switch gear area, Compressor area, Pump house, Stores, Workshops etc	Once in a week								
Cleaning of Terrace of buildings	Once in a week								
Cob-webs removal and cleaning of fans, windows, venation blinds etc.	Once in a week								
Signature with Remarks if any	Plant in charge								
	Remarks								
	Contractor's Supervisor								

Note : All adverse remark/unsatisfactory work, mentioned in the checklist, shall attract suitable penalty as per contract terms & conditions.

6.0 Consumable material and tool tackles equipment:

All the consumable materials such as Brooms, Phenyl, Mops, Naphthalene Balls, Acids, Air-fresheners, Ladder, Dusters, Towels (dusting), washing powder, Liquid soap, Buckets, Sweep etc., required to do all the above jobs are to be arranged by the successful tenderer themselves only. RCF will not supply any material. The material shall be checked by Bagging and Material handling department official and the entry challans, monthly bill, CISF Gate Pass duly signed and certified. A monthly statement of the material brought inside Factory by the contractor has to be furnished along with the expiry date of the materials & duly certified challans, monthly bill, CISF Gate Pass. The quantity of material required and the brand to be brought **every month** is as under:

Sr. No.	Items	Brand	Qty.
1.	Hard brooms	Good quality; Sample to get approved by RCF	125 Nos.
2.	Soft Brooms	Good quality; Sample to get approved by RCF	125 Nos.
3.	Easy Mop refill	Branded With ISI certification. Sample to get approved by RCF	300 Nos.
4.	Floor Cleaner	Branded With ISI certification. Sample to get approved by RCF	250 Ltrs.
5.	Toilet Cleaner	Branded With ISI certification. Sample to get approved by RCF	150 Ltrs.
6.	Liquid Soap –floor cleaning	Branded With ISI certification. Sample to get approved by RCF	40 Ltrs.
7.	Brush (small)	Good quality; Sample to get approved by RCF	05 Nos.
8.	Brush (long)	Good quality; Sample to get approved by RCF	05 Nos.
9.	Dusters	Good quality; Sample to get approved by RCF	150 Nos.
10.	Floor Wipers	Branded With ISI certification. Sample to get approved by RCF	05 Nos.
11.	Naphthalene Balls	Good quality; Sample to get approved by RCF	20 Kgs.
12.	Washing Soda	Good quality; Sample to get approved by RCF	5 Kgs.
13.	Plastic Bucket	Good quality; Sample to get approved by RCF	10 Nos.
14.	Perfumed Sanitary Cubes for Urinals	Branded With ISI certification. Sample to get approved by RCF	300 Pkts.
15.	Air Freshener Blocks	Odonil / Godrej or equivalent; approx. 48gm each	300 Nos.
16.	Liquid Soap for hand washing	Branded With ISI certification. Sample to get approved by RCF.	250 Ltrs.
17.	Air freshener Spray	Branded With ISI certification. Sample to get approved by RCF	150 Nos.
18.	Repellent Spray	Bayer/Hit or equivalent brand With ISI certification. Sample to get approved by RCF	15 nos.
19.	Glass Cleaner	Branded With ISI certification. Sample to get approved by RCF	20 ltrs.
20.	Bleaching powder	Branded With ISI certification. Sample to get approved by RCF	05 kg.
21.	Caustic Soda	Branded With ISI certification. Sample to get approved by RCF	25 kg.
22.	Urinal Pads	Good quality; Sample to get approved by RCF	60 Pads
23.	Dust Collection Pan	Good quality; Sample to get approved by RCF	05 Nos.
24.	Phenyl	Sunny or equivalent brand With ISI certification. Sample to get approved by RCF	10 Ltrs.
25.	Rat Pad	Good quality; Sample to get approved by RCF	10 Pads

Along with above consumables, the following one time tools, tackles and equipment will also be required against execution of said contract:

- a) Heavy duty industrial vacuum cleaner as per site requirement - 2 nos.
- b) 120 ltr. size wheeled dust bins at plant/office sites - 60 nos.
- c) Telescope rod extension pipe - 18 ft.
- d) 1 truck/tempo of min. 2 MT capacity with driver - 1 no.

- i. In case the material/machinery/equipment required to be used are not with ISI certification, equivalent material/machine/equipment of the same quality as approved by the authorized officer of the RCF shall be used.
- ii. **It is mandatory to install the spark arrester (Muffler) at the exhaust of all Equipment's/Vehicles.**
- iii. The cost of running charges of machine / equipments (if any engaged) i.e., fuel/ petrol/ battery/ battery charges, shall be borne by the Service Provider and nothing extra is payable by RCF.
- iv. RCF will not be responsible for any loss of material used by the Service Provider at the work place.
- v. The Service Provider shall be responsible for any damage to the existing work due to his activities and shall make good the same at his own risk and cost. The decision of RCF in this regard shall be final and binding on the Service Provider.

There are other miscellaneous and situational works also during day to day operation and on actual plant requirement basis. The subject SOW has been made for hiring of manpower on contract basis for the housekeeping and conservancy jobs/works at RCF Trombay unit plants. The need based/exigency other work requirement will be intimated a day prior to the supervisor and accordingly the additional required manpower shall be arranged. The Supervisor is required to supervise above mentioned and required jobs at plant site to the allocated manpower. Any other jobs/ activities which are required and equivalent to above mentioned details, have also be carried out as per RCF requirement.

7.0 The required manpower details for all plants/offices housekeeping, conservancy and surrounding areas/road cleaning at Trombay factory premises:

With reference to above mentioned details, as per the previous experience of work/jobs and considering the areas at Trombay factory premises, the required contract unskilled manpower and semi-skilled supervisor details are mentioned in the table below;

Sr. No.	Category	Require in nos.	Shift Timing	Remarks
1	Housekeeping Supervisor (semi-skilled)	4	General shift (8am –5pm)	One per Zone
2	Wage agreement covered workers (SCALE I)	10	General shift (8am –5pm)	Housekeeping, Conservancy and sanitation works
3	Wage agreement covered workers (SCALE II)	6	General shift (8am –5pm)	Housekeeping, Conservancy and sanitation works
4	Temporary workers in general shift with 26 days/month working (Unskilled)	35	General shift (8am –5pm)	Housekeeping, Conservancy, sanitation and manual surrounding/road cleaning works

5	Temporary workers at shifts with 30 days/month working (Unskilled)	3	Rotational (3 shifts i.e. 6am to 2pm, 2pm to 10pm & 10pm to 6am)	Canteen and First-aid Housekeeping and sanitation work
6	Temporary workers in general shift with 30 days/month working (Unskilled)	10	Sundays / Public Holidays along with daily General shift (8am –5pm) working)	Housekeeping, Conservancy and sanitation work of control rooms, MCC rooms etc.
7	Extra workers during VIP visits/exigency jobs (once in a month)	10	Monthly	All exigency jobs as per requirement of plants during VIP visits.

Description	Manpower required per shift (considering 8 hrs shift)		Manpower required per day (considering 3 shifts per day)		Manpower required per day in General shift (8:00 Hrs to 17:00 Hrs)	
	Unskilled	Semiskilled (Supervisor)	Unskilled	Semiskilled (Supervisor)	Unskilled	Semiskilled (Supervisor)
Total	3	0	9	0	61	4
Exigency					10	0
Total (Including Exigency)			9	0	71	4

The tenderers are required to note that the 16 (Scale I & II) workers engaged against this contract are agreement covered under Interim order by Hon'ble High Court at Mumbai for maintaining Status quo. In pursuant to the Interim Order, the Contractor has to engage Contract Labours covered under the Petitions/agreement as per the Annexure to the Petitions, with same conditions of service as presently applicable to the workers as Contract Labour. The contract shall be terminated/modified with immediate effect, at the sole discretion of RCF, if the Writ Petitions are dismissed during the tenure of Contract/extended contract period.

7.1 Status quo of employment of 16 workers: The Contractor has to engage 16 (Scale I & II) workers for housekeeping and conservancy jobs of plants & canteen area who are working with the present contractor as per Annexure-I and are mandatory contract workers as per long term settlement and wage revision agreement between the above cited workers and contractor (M/s Ameya Enterprises). As per the terms of the settlement, it is mandatory for the successful Contractor / tenderer to engage these 16 workers with same service conditions as applicable presently. Please note that the new agreement of the Employees with the existing contractor (M/s Ameya Enterprises) (annexure –III) has been done for the periods of 01.01.2022 to 31.12.2027 and shall continue to engage the above mentioned workers for the complete contractual period until any changes as indicated by RCF.

7.2 Status quo of payment terms as per wage revision agreement: The existing employer/contractor has entered into a wage revision agreement dtd. 27.06.2024 with the workers as per Annexure-III (As per the Wage agreement , the Wage Structure shall be same and applicable as mentioned in Agreement for all the 16 Workers) , for a tenure of 6 years commencing from 01.01.2022 to 31.12.2027. The terms and conditions of this agreement shall be applicable to the new contractor/employer. The successful contractor of this tender has to agree to the terms of this agreement and has to do payment to the workers as per this wage agreement.

These sixteen workers as per Annexure-I of NIT and as per the wage revision agreement shall be paid Annual Increment on 1st January of **every year @ Rs. 300/-**. This Increment will be a part of the Basic.

Though the Superannuation age of worker / labour is mentioned as 58 years in the wage agreement dtd. 29.11.2012, it has been further revised and approved by the competent authority and the superannuation age of workers has been increased to 60 yrs. However, in future, the orders of Govt. / Appropriate Authority (if any) for Contract labours in this regard shall be binding on the contractor.

8.0 General Instructions to the bidders:

- a) Bidder shall visit the plant site so as to see and understand the job before submitting their offer.
- b) Bidder must provide required physically fit and experienced manpower as per Scope of work to cater to all the mentioned job in scope of work in all the three shifts (A, B, C) & General Shift.
- c) Valid ESIC/PF statement of all the manpower should be there and a copy of the same shall always be available at work site.
- d) During the contract period, if manpower is not required due to prolonged shutdown of plant or due to any other reason, Contractor will be intimated 2 days prior to stop the contractual manpower deployment in plant.
- e) If plant is getting started after the prolonged shutdown, contractor will be informed 2 days prior to deploy the contractual manpower in the plant.
- f) Bidder's Supervisor must be present on the job at all times during job execution. Bidder's Supervisors should be competent & trained. Supervisor must follow instructions of plant authority.

9.0 Contractors Scope :

- a) The contractor is required to submit the daily attendance/muster sheet of the workers on daily basis to HOD (Prod) BMH plants.
- b) **All workmen must wear necessary PPE's like Helmet, Shoes, hand gloves, goggle and dust mask all the time on the job. Contractor shall supply all PPE's.**
- c) **Contractor Supervisor must be present on the job all the time. Supervisor must follow instructions of plant representative and coordinate all the activities and get the work done from the deployed manpower.**
- d) The allocated jobs shall be completed by the contractor within scheduled given time by RCF officials as per the plant operation requirement.
- e) **RCF Authority will provide the Job list on daily / shift basis.**
- f) Supervisor shall report the quantum of jobs performed as mentioned above to shift In-charge on daily basis.
- g) **The jobs mentioned in the SOW are indicative and similar nature of jobs can be added as per RCF's requirement.**
- h) The Contractor must deploy required manpower along with 16 agreement covered workers, having experience in similar work to carry out all the mentioned job in scope of work in three shifts (A, B, C) & General shift.
- i) Provide all the required hand tools, tackles and utilities etc. for the job.
- j) The supplied manpower shall have to carry out the job round the clock in shifts or as per requirement of RCF. The supplied manpower shall remain present throughout the shift within the plant premises.
- k) The Contractor shall ensure that Supervisors engaged by him are adequately trained and having field experience with relevant knowledge to enable them to supervise and get the work done from the deployed manpower.
- l) The Contractor's supervisor will execute the daily job list given by RCF Authority and submit the status of jobs to RCF Authority at the end of the shift/ day on daily basis as a check sheet.
- m) The contractor has to maintain the required strength of workers. The contractor has to arrange the workers against weekly offs and absenteeism. The payment will be done based on the deployment of the required strength of workers for the shift/day and satisfactory completion of allocated job by them duly certified by RCF Engineer/Manager.
- n) The Contractor's supervisor shall maintain the attendance register of the manpower and shall submit the same along with the Monthly Bill. The ESIC certificate, PF Statement and check sheet of daily work done duly certified by RCF Engineer/Manager, shall also be submitted along with monthly bills.
- o) All the workers engaged by the contractor shall be contractor's employees only, for all intents/purposes and the Contractor shall be solely responsible for all liabilities of the workers. The Contractor shall be solely responsible for the manpower deployed by him and shall keep M/s RCF Ltd., indemnified from all losses, actions, penalties etc. arising out of this contract.

- p) The contractor shall be responsible for arranging entry permission for their workers at RCF gate from CISF. The contractor will ensure that no underage person/child labour shall be employed by him or any of his subcontractor either inside or outside of factory premises for any of RCF's contract. In case of any penalty levied by a statutory body for employment of such labour, the same will be recovered from the respective contractor and paid to the concerned agency and such contractor will be debarred from participating in future tenders in addition to liable for termination of existing contract.
- q) The contractor will have to pay minimum wages to contract workers as per the Minimum Wages Act with due ESIC & PF contributions and shall abide by all rules, laws and regulations that may be in force from time to time. However, the payment of 16 agreement covered workers (scale I&II) shall be made as per the wage revision agreement dtd. 27.06.2024 valid till 31.12.2027.
- r) Contractor will also be responsible for all payments including the payment of weekly offs, liveries, bonus etc. to all workers/employees engaged for above contract jobs at RCF premises.
- s) No overtime shall be paid by RCF and bidders shall take into consideration of weekly offs and worker's holidays while bidding for this contract.
- t) All the issues related to workmen (including the Payments of workers) shall be in the scope of the contractor. Any compensation/unrest due to variation in execution of above jobs or stoppage has to be handled/managed by the contractor only. Under no circumstances shall the contractor hold RCF responsible for any worker/workmen related issues.
- u) Contractor shall be responsible for providing uniforms (stitching charges, if applicable) and other liveries including leather shoes, PVC shoes, Rainy wears etc. RCF will not reimburse any amount on this account.

It has been recommended and advised that the participating bidders, must visit the plant site, so as to see and better understand the job requirements, before submitting their bids.

10.0 RCF Scope: Electricity, Air & Water shall be provided by RCF free of cost.

11.0 Validity of Work Order: The contract will be valid for a period of two years (24 months) from the date of issue of work order.

12.0 Mobilization:

After the issue of work-order, the contractor shall be given 7 days to mobilize the workmen from the date of issue of work order for the first time and the performance of the contractor will be reviewed periodically. Thus, the tenderers will be deemed to have made themselves aware of the physical working condition, etc. by inspecting the site before submitting their offer and no complaint/claim in this regard will be entertained by RCF after the submission of the tender/bid.

In case, extra (exigency) manpower is/are required for job requirement, the same shall be intimated by RCF, a day prior (either email or verbally) and contractor has to arrange and deploy the same to very next day of communication received.

13.0 Health, Safety & Environment (HSE) Requirements –

All safety / environmental norms of RCF should be strictly followed to prevent any injury / accident to any person or damage to the environment or plant equipment. Contractor shall follow all safety violation rules & fines, medical fitness of contract labors, police verification as per attached detailed HSE annexure.

14.0 Contractual obligations of the contractor and conditions of employment of contractor's workers:-

The contractor shall ensure strict compliance with all applicable statutory labor laws and regulations as well as the Standard terms and conditions as issued by RCF-HR department.

15.0 Payment Component:

15.1 For Daily rated workers:

Category	Total Monthly Wages Per Person	Total Yearly Wages Per Person
Unskilled	Rs. 24334.44/-	Rs. 2,92,013.28 /-
Semiskilled	Rs. 25958.66/-	Rs. 3,11,503.92 /-

Note- Basic wage of Oct.2025 is considered as base wage. Any rise above base wage in the VDA of the Minimum wages wherever applicable will be reimbursed to the Contractor (at actuals) during contract period.

However, any statutory rise due to amendment in Act on account of Govt. directions shall be implemented by the contractor and amount if any, arising out of such amendment shall be reimbursed to the contractor at actual. The statutory rise consists of rise in PF & ESIC contribution. Further it also consists of revision of Minimum wages (Basic Wages) and enhancement of limit of Bonus and allowances if any. The Contractor will engage the workers for the period of work-order only and the Contractor will be wholly /solely responsible for their workers/employees. In case of termination/completion of work order, contractor has to take away all the causal workers from the site.

15.1.1 Compliance of Provisions of Provident Fund Act:

The Contractor shall cover their workers under the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 under his code No., and shall deposit regularly P.F. Contribution of both shares (Employers/employees) @ 12% of their Basic + DA subject to maximum of Rs. 15000/- per month to the PF Office along with the necessary Administrative Charges. Receipted copies of the challans should be submitted to the H.R. Dept., monthly through Execution Dept. Contractor should also submit the Returns 3A, 6A & 12A attested by P.F. Office as and when required and before the release of final bills. Also, contractor is responsible for transferring the P.F. amount of earlier workers to his own Code No., at his own cost. Any statutory increase/decrease in the payment of PF norms above present level will be reimbursed to the contractor by RCF / refunded to RCF by contractor

15.1.2 Compliance of the Provisions of ESI Act:

The contractor shall cover their labours under the Employees' State Insurance Act, 1948 under his code No., and shall deposit regularly ESI Contribution @ 0.75% towards employees share and @3.25% towards employers share of Gross Wages. Receipted copies of the challans should be submitted to the H.R. Dept. The contractor should also submit the 6 monthly return and also should ensure that all workers are getting ESI Cards through Panel Doctors in time to get the medical treatment.

**ESI is applicable only to the workers who are drawing gross salary less than Rs. 21000/- per month. Workers drawing gross salary more than Rs.21000/- per month will be covered under the Employees compensation Act, 1923. Reimbursement will be done at actuals on submission of relevant policy documents subject to maximum @3.25%. Any statutory increase/decrease in the payment of ESIC norms above present level will be reimbursed to the contractor by RCF / refunded to RCF by contractor.

15.1.3 Gratuity:

Gratuity Payment: The Contractor should cover these employees under the Payment of Gratuity Act, 1972. Contractor has to pay annual premium to L.I.C., as calculated by LIC towards the gratuity premium and the same amount will be reimbursed by RCF on actual amount paid to LIC (no service charges) by contractor. LIC premium is to be paid on or before due date without fail. The Payment of Gratuity Act, 1972 is applicable to Contract Labour also. The contractor should make the compliance of the provisions of the said Act whenever it is applicable.

15.1.4 Bonus:

Contractor must ensure the compliance of provisions of the Payment of Bonus Act 1965 and making payment to eligible contract workers as per the said Act. The contractor may take into consideration the latest amendments to the Payment of Bonus Act-1965 while quoting the rate. Any statutory increase/decrease in the payment of bonus above present level will be reimbursed to the contractor by RCF / refunded to RCF by contractor.

15.2 For agreement covered workers:

SN	1	2	3	4	5	6	7	8	9	10	11	12
	NAME	DOB	Basic Pay	DA	HRA	CCA	Allowances	PF with admin charges and EDLI	WM Policy	Ex-gratia (Bonus)	Liveries	Total Wage
Scale (I)												
1	Mehboob M. Shaikh	01.06.1968	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
2	Shobha S. Tank	01.06.1971	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
3	Ram G. Zujam	01.06.1967	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
4	Sanjay B. Jawale	03.05.1967	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
5	Milind T. Godheshwar	22.07.1972	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
6	Ramchandra M. Rase	01.06.1971	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
7	Anil Balwant Bhujbal	31.07.1968	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
8	Sunil Ubale	10.09.1969	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
9	Mahesh Mhatre	21.12.1970	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
10	Satbeer Parcha	03.07.1973	15005	16039	1142	228	7362	1950	77.32	1749.3	575	44127.62
Scale - II												
11	Vilas Jagtap	13.03.1974	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62
12	Shobha Pagare	01.04.1966	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62
13	Bashir Shaikh	01.04.1979	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62
14	Bhaskar H. Chavan	01.06.1970	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62
15	Amrut K. Kharatmol	01.06.1970	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62
16	Ram Mehar Singh	01.08.1976	14370	16039	951	190	7362	1950	77.32	1749.3	575	43263.62

Abbreviations:

1. Name of the agreement covered workers.
2. DOB – Date of Birth
3. Basic pay as on 01.01.2026
4. DA as on 07.10.2025
5. HRA - House Rent Allowance
6. CCA - **City Compensatory Allowance**
7. Allowances are - Canteen @762, LTE @1000, washing @200, medical @500, School fee @500, fixed allowance @ 4400.
8. PF Contribution are payable @12% of maximum wage ceiling of Rs. 15000/- (Basic + DA) along with EPF admin charges @0.5% and employee deposit linked insurance contribution (EDLI) @0.5% i.e. $(1800 + 75 + 75 = 1950/-)$
9. Workmen compensation policy per month component
10. Ex-gratia (Bonus) 8.33% of (Basic + DA of Rs.21000 ceiling limit as per Payment of Bonus Act)
11. Liveries
12. Total Wages / Month

Note- For agreement covered workers: Basic wage as on 01.01.2026 is considered for agreement covered worker, who have entered into a wage agreement dated 27.06.2024 with the existing contractor (M/s Ameya Enterprises) for a tenure of six years (01.01.2022 to 31.12.2027). All other payment components mentioned above shall be paid as per the wage agreement dated 27.06.2024.

15.3 Working of requirement of unskilled workers against retirement and leaves of Agreement covered Workers (ACWs) against contract period considering 31.12.2027:

Sr. No.	Name of Contract Workers	Date of Birth	Month & Year of Retirement	Available Working Months	Man-days Requirement against retirement	Total Leave Allowed
1	Mehboob M. Shaikh	01.06.1968	May 2028	24	0	128
2	Shobha S. Tank	01.06.1971	May 2031	24	0	128
3	Ram G. Zujam	01.06.1967	May 2027	17	7*26	90
4	Sanjay B. Jawale	03.05.1967	May 2027	17	7*26	90
5	Milind T. Godheshwar	22.07.1972	July 2032	24	0	128
6	Ramchandra M. Rase	01.06.1971	May 2031	24	0	128
7	Anil Balwant Bhujbal	31.07.1968	July 2028	24	0	128
8	Sunil Ubale	10.09.1969	Sept 2029	24	0	128
9	Mahesh Mhatre	21.12.1970	Dec 2030	24	0	128
10	Satbeer Parcha	03.07.1973	July 2033	24	0	128
11	Vilas Jagtap	13.03.1974	Mar 2034	24	0	128
12	Shobha Pagare	01.04.1966	Mar 2026	03	21*26	16
13	Bashir Shaikh	01.04.1979	Mar 2039	24	0	128
14	Bhaskar H. Chavan	01.06.1970	May 2030	24	0	128
15	Amrut K. Kharatmol	01.06.1970	May 2030	24	0	128

16	Ram Mehar Singh	01.08.1976	July 2036	24	0	128
	Total (Man-days)			910	1860	

The total requirement of unskilled workers for 2 yrs. contract period, are 2770 man-days, comprising 910 man-days against retirement of ACWs and 1860 man-days against leaves of ACWs.

Total Requirement of Unskilled Contract Workers against Retirement and Leave of Agreement covered Workers	2770 Man-days
Schedules of Rate for Supply of Unskilled Manpower (8hrs)- considering minimum wages as on 01.10.2025 + statutory obligations	₹ 935.94
Total Lumpsum charges for Hiring of Un-skilled Contract Manpower to perform the allocated jobs for housekeeping, conservancy and surroundings manual road cleaning at plants/offices of RCF Trombay factory premises against leaves, weekly offs and retirement of ACWs	₹ 25,92,553.80

16.0 Timely Payment of wages as per the payment of wages act:

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

17.0 Weekly off:

The daily rated contract workers must be given weekly off as admissible & shall not be paid. Leave & holidays will not be considered as paid leave or holiday during the payment. Every worker will get payment for the present days only available in that calendar month as per the minimum wages (Central).

18.0 Conditions for Employment of Contractors Staff:

- a) RCF Shall not be responsible for contractor's employees. The Contractor have to engage the 16 workers as per the list mentioned below who have entered into a wage agreement with the previous and existing contractor. The employees so employed shall be the employees of the Contractor, for all purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time. These 16 workers shall be engaged for housekeeping of plants & Canteen Area. The contractor shall continue to engage the above mentioned workers for the complete contractual period until any changes as indicated by RCF and may also be required to enter into a new agreement with these employees.
- b) The Contractor shall do necessary verification of his employee before employing at work. In case of any unwarranted situation arising out of employment of contractor workmen, contractor shall be fully responsible for the same.
- c) The Contractor's workmen shall be in neat and clean uniform (preferably in shirt and formal pant) while on duty at all times. However, the uniform shall not be similar uniform used by RCF Employees. Contractor has to provide 2 pairs of uniform per year and 1 pair of formal shoes per year for all engaged workers during the contract period within 15 days from the date of work order.
- d) The contractor shall ensure that at all times the persons appointed by him to serve in RCF premises are physically fit and free from any disease, injury or illness, contagious or otherwise, in order to ensure that healthy hygienic and clean services are maintained.
- e) The contractor shall comply with all Central, State, Municipal laws in force and as framed from time to time and shall be solely responsible for the implementation and compliance, subject to its being applicable to the contractor (which are in force).

- f) The contractor shall in all respects construe and operate as an Indian contractor and in accordance with the laws as in force, subject to jurisdiction of Bombay High Court.
- g) The contractor will not engage anybody below the age of 18 years and the workmen permitted inside the factory area or being engaged for work under this contract shall not be employed on other jobs inside the factory area.

19.0 VDA Payment to Workers:

The difference in VDA over and above Base VDA (as on Oct 2025) shall be reimbursed at actual by RCF with the corresponding increase in PF, HRA, ESI, and Bonus, if applicable. This is to be claimed as reimbursement on the basis of actual payment made to the workers by the Contractor on monthly basis. Only after confirmation and Certification by the Execution Dept., VDA bill claim will be reimbursed to the Contractor separately.

20.0 Uniforms:

The uniform shall be issued in 1st month of the contract, every year to all Workers.

21.0 Leather Shoes:

All the workers will be provided with one pair of good quality leather shoes every Year. All female employees will be provided with one pair of good quality ladies leather Chappals / Sandles every year.

22.0 Monsoon Gears:

1. All the male and female workers shall be provided with suitable good quality rainwear once in two years.
2. All the male and female workers shall be provided with good quality PVC Shoes/ every years.

23.0 Maharashtra Labour Welfare Fund:

The contractor will have to pay 6 monthly contributions of their employees to the Welfare Commissioner and comply with the provisions of the Bombay Labour Welfare Act 1953.

24.0 Medical Fitness Certificate: -

The contractor shall ensure to get the pre-employment medical examination of his workmen from authorized certifying surgeons of Mumbai & suburbs only, as per the list provided in www.mahadish.in. The contractor shall visit this website as on the date of execution of work order & should get Fitness Certificate from the authorized certifying surgeons possessing valid certificate, only as per approved list. The Contractor should have to submit the fitness certificate in Form 6 for the workmen to be engaged inside the factory and no manpower shall be employed without the valid certificate of fitness as required by RCF.

25.0 Police verification Certificate:

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

26.0 PENALTY:

During the contract period, if the RCF Management finds that the work is not carried out as desired and Manpower is not supplied as per required scope of contract, the management shall have the right to impose fine/penalty to the contractor by deducting amount from monthly bills or to terminate the contract, as the case may be.

Payment shall be made on the basis of manpower supplied by the contractor. If the Contractor fails in the due performance as per contract, the Contractor will be penalized at the rates given below.

- a) For Every manpower short fall, a **penalty of double the minimum wages or Rs. 2000/- per absence** whichever is lower will be imposed.

- b) Further, If it is found that the assigned work is not carried out on daily basis or not as per the satisfaction of plant authority , penalty will be imposed which will be the pro rata amount of concern activity based on daily assigned work.
- c) For Shortage of supervisor, **a penalty of double the minimum wages or Rs. 2000/- per absence** whichever is lower will be imposed.
- d) If any worker found using different place for throwing waste/garbage/offspec. other than identified area, contractor will be penalize Rs.1000/- per instance. If found repeatedly, penalty amount will be increased as per discretion of the RCF official.
- e) Other offence for violations of Safety or any other the penalty/ action taken will be discretion of RCF management.
- f) The payment to workers shall not be delayed beyond 7th day of every billing month. Non-compliance of the same will attract 1% penalty/deduction to total billing amount of the respective month.
- g) Apart from the daily checklist which shall be jointly certified by the supervisor of the contractor & respective plant's representative on daily basis as per the schedule of work cited in the SOW, the contractor have to obtain certificates on the following heads, every month duly signed by the designated administrator of the respective locations for satisfactory performance of the following housekeeping & conservancy services and submit the same along with bills.

Sr. No.	ITEMS	Certification	REMARKS (Penalty for non-compliance and Deficiency in services per day/per instance)
1.	The Housekeeping services and cleanliness of offices, control rooms, welfare blocks, plant area, toilets etc	Satisfactory / Unsatisfactory No. of instances of unsatisfactory work: _____	Rs.1,000/-
2.	The workers using proper PPEs / safety equipment along with proper uniforms while working in plant area:- a) Uniforms b) Safety Helmet c) Safety Shoe d) Hand Gloves / Dust Masks / Earplug in plant areas	Satisfactory / Unsatisfactory No. of instances of unsatisfactory work: _____	a) Rs. 500/- b) Rs. 500/- c) Rs. 500/- d) Rs. 200/-
3.	Lifting of Garbage & Emptying the garbage Bins on daily basis by dumping it on to the Khadi	Satisfactory / Unsatisfactory No. of instances of unsatisfactory work: _____	Rs. 2500/-
4.	Deployment of Vacuum cleaners or industrial Walk behind sweepers	In case of non-deployment No. of instances or per day of non-deployment	Rs. 500/-
5.	Deployment of truck (Sufficient carrying capacity) for lifting of Garbage to the designated area.	In case of non-deployment No. of instances or per day of non-deployment : _____	Rs. 2500/-

Note: The decision of RCF's representative will be final and binding, as regards to the determination of fact of "deficiency in services" and the consequences thereof under this clause.

27.0 TERMINATION:

RCF may also by express order/notice terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective.

27.1 Termination of Default: RCF reserves its right to terminate/short close the work order, without prejudice to any other remedy for breach of work order, by giving one month notice if bidder fails to produce to perform any obligation (s) under this work order and if bidder, does not cure his failure within a period of 30 days (or such long period as RCF may authorize in writing) after receipt of the default notice from RCF.

27.2 Termination of Insolvency: If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for the award of contract), at any time, the contract may be terminated by RCF, by giving a written notice of the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RCF.

27.3 Termination of Convenience: RCF may be written notice sent to bidder, terminate the work order, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by RCF till the date upon which such termination becomes effective.

28.0 Contractual Obligations of the Contractor Conditions of Employment of Contractor's Workers Payment Component For D.R. Worker

The contractor shall ensure strict compliance with all applicable statutory labor laws and regulations as well as the Standard terms and conditions as issued by RCF-HR department. Minimum wages applicable presently as per the latest Notification for the subject employees are given below for information. Basic wage of Oct. 2025 is considered for calculation.

The workmen engaged for any purpose shall have to be paid as per applicable rate of Minimum Wage Act for all days worked and also make statutory compliance of coverage from 1st day under ESIC/ Workmen Compensation Policy Premium & PF shall be made as per Act/Law applicable from time to time. The tenderer shall consider the financial implications of PF, ESIC/ Workmen Compensation Policy Premium, while quoting their rates.

TABLE - The minimum mandatory payable wages: Semiskilled / Unskilled workers

Sr. no.	Mandatory payable wages to <u>Unskilled workers</u>	Amount in Rs.
1	Basic daily wages + VDA of unskilled worker as per min. wages revision 07.10.2025	₹ 832.50
2	PF @12% on maximum wage ceiling of Rs. 15000/-	₹ 69.23
3	EPF Admin Charges @0.5%	₹ 2.88
4	EDLI (Employee deposit linked insurance contribution @0.5%)	₹ 2.88
5	ESIC or Workmen Compensation Policy Premium @ 3.25%	₹ 27.06
6	State Labour Welfare fund	₹ 0.41
7	Uniform/Shoes/Rainy wear	₹ 0.98
8	Total daily wages payable per unskilled worker	₹ 935.94

Sr. no.	Mandatory payable wages Semiskilled workers (Supervisor)	Amount in Rs.
1	Basic daily wages + VDA of semi-skilled (supervisor) worker as per min. wages revision 07.10.2025	₹ 893.00
2	PF @12% on maximum wage ceiling of Rs. 15000/-	₹ 69.23
3	EPF Admin Charges @0.5%	₹ 2.88
4	EDLI (Employee deposit linked insurance contribution @0.5%)	₹ 2.88
5	ESIC or Workmen Compensation Policy Premium @ 3.25%	₹ 29.02
6	State Labour Welfare fund	₹ 0.41
7	Uniform/Shoes/Rainy wear	₹ 0.98
8	Total daily wages payable per semi-skilled worker	₹ 998.40

29.0 Quantum of job and Mode of Quotation

Mode of quotation (Total Lumpsum Amount including GST)

Bidder shall quote- Grand total price including all applicable taxes & duties for complete items/jobs on GEM portal.

Sr. No.	Description	Total value (Including all applicable taxes & duties)
1.	<u>Total price including all applicable taxes & duties for: Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises including supply of consumables, tools-tackles & equipment truck/tempo along with driver as per the detailed list of the SOW for a period of two years</u> <u>AS PER SCOPE OF WORK.</u>	<u>Lumpsum price including all applicable taxes & duties for a period of 2 years</u>

Bid Evaluation shall be carried out on Lumpsum Basis only.

Price Break up sheet:

Sl. No.	Item Description	Number of unskilled /Semi Skilled Manpower required on Daily Basis	Total Nos. of Days	Schedules of Rate for Supply of Manpower (8hrs)- considering minimum wages as on 01.10.2025 + statutory obligations	TOTAL AMOUNT for one year Without Taxes
A	B	C	D	E	F= C × D × E
1	Daily rated workers (unskilled) for a period of two years				
1.1	Hiring of Unskilled Manpower on contract basis to perform the allocated housekeeping, conservancy and surrounding area/road cleaning jobs at RCF Trombay factory premises as per actual requirement of the day/detail SOW in general shift basis.	35	624	₹ 935.94	₹ 2,04,40,929.60
1.2	Hiring of Unskilled Manpower on contract basis to perform the allocated housekeeping, conservancy and surrounding area/road cleaning jobs at RCF Trombay factory premises as per actual requirement of the day/detail SOW in 3 shifts and general shifts (Sundays & holidays).	19	730	₹ 935.94	₹ 1,29,81,487.80
1.3	Hiring of Unskilled Manpower on contract basis to perform the allocated housekeeping, conservancy and surrounding area/road cleaning jobs at RCF Trombay factory premises as per actual requirement of the day/detail SOW in exigency.	10	24	₹ 935.94	₹ 2,24,625.60
2	Daily rated workers Supervisor (Semiskilled) for a period of two years				
2.1	Hiring of Semi-skilled Manpower on contract basis to supervise and control the allocated workmen and job for housekeeping, conservancy and surrounding area/road cleaning at RCF Trombay factory premises as per actual requirement of the day/detail	4	624	₹ 998.40	₹ 24,92,006.40

	SOW.				
3	Agreement covered workers for housekeeping & conservancy for period of two years; SCALE - I				
		No. of agreement covered workers	Total nos of months	Schedules of monthly wages rate per workmen as on 01.01.2026	
3.1	Agreement cover workers to perform the allocated housekeeping and conservancy jobs at RCF Trombay factory premises (8 nos workers for 24 months).	8	24	₹ 44127.62	₹ 84,72,503.04
3.2	Agreement cover workers to perform the allocated housekeeping and conservancy jobs at RCF Trombay factory premises (2 nos workers for 17 months).	2	17	₹ 44127.62	₹ 15,00,339.08
4	Agreement covered workers for housekeeping & conservancy for period of two years; SCALE - II				
		No. of agreement covered workers	Total nos of months	Schedules of monthly wages rate per workmen as on 01.01.2026	
4.1	Agreement cover workers to perform the allocated housekeeping and conservancy jobs at RCF Trombay factory premises (5 nos workers for 24 months).	5	24	₹ 43263.62	₹ 51,91,634.40
4.2	Agreement cover workers to perform the allocated housekeeping and conservancy jobs at RCF Trombay factory premises (1 nos worker for 3 months).	1	3	₹ 43263.62	₹ 1,29,790.86
5	Lumpsum charges for Hiring of Unskilled Contract Manpower to perform the allocated jobs for housekeeping, conservancy and surroundings manual road cleaning at plants/offices of RCF Trombay factory premises against leaves & retirement of Agreement covered	Lumpsum Charges (Considering total 2770 mandays and daily wages of ₹ 935.94 of unskilled manpower)			₹ 25,92,553.80

	manpower		
6	TOTAL AMOUNT for two years Without Taxes	₹ 5,40,25,870.58	
7	GST Rate (in % only)	18%	
8	GST AMOUNT in Rs.	₹ 97,24,656.70	
9	TOTAL AMOUNT for two years including GST	₹ 6,37,50,528.00	
10	Fixed Contractor Services charges/ profit margin @ 3.85% inclusive of GST	₹ 20,79,997.00	
11	Additional Service Charges for the entire contract duration including GST (in Rs) (Over & above the Fixed Contractor Services charges/ profit margin mentioned above)	(To be quoted by the bidder)	
12	Consumable Charges for the entire contract duration including GST (in Rs) (Supply of consumables, tools-tackles & equipment truck/tempo along with driver as per the detailed list of the SOW for housekeeping, conservancy and surrounding area road cleaning job at RCF Trombay factory premises for a period of two years)	(To be quoted by the bidder)	
13	Total Contract Services charges including GST in Rs.	₹ 20,79,997.00	
14	Total Value Inclusive of GST (to be quoted on GeM portal)	(This total contract value inclusive of GST is to be quoted on GeM portal by the bidder)	

Price Break up sheet to be filled and submitted by vendor in financial bid only on GEM portal.

NOTES:

I) Bidder is required to fill the additional service charges for the entire contract duration including GST in Complete Rupees in the designated field at SI No. 11. The additional service charges to be quoted by the bidder should be a positive value (greater than or equal to zero) else the offer of the bidder shall be rejected.

II) Bidder is required to fill the Consumable charges for the entire contract duration including GST in Complete Rupees in the designated field at SI No. 12. The consumable charges to be quoted by the bidder should be a positive value (greater than or equal to zero) else the offer of the bidder shall be rejected. The Bidder, while quoting the consumable charges shall carefully consider all costs associated with the supply of consumables, tools-tackles & equipment truck/tempo along with driver as per the detailed list as specified in the NIT , and then quote the consumable charges.

III) Based on the values entered at SI No.11 (Additional Service charge) and SI No.12 (consumables), the excel sheet will automatically calculate the total contract value inclusive of GST at SI. no. 14. This total contract value inclusive

of GST at Sl. no. 14 is to be quoted on GeM portal by the bidder. Please note that the price quoted in GeM portal will be final and binding on the bidder.

IV) In case two (2) or more bidders happen to be L-1 bidder, decision to select L-1 bidder will be as per GeM rules.

V) WO shall be placed on overall lowest basis.

VI) The bidders shall quote considering strict compliance with all applicable statutory labor laws and regulations as well as the Standard terms and conditions as mentioned in RCF-HR department Annexure.

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

IMPORTANT NOTE

As per the agreement signed between the Union of below mentioned contract workers & the previous contractor, successful contractor shall engage these existing contract labour as listed below and ensure that their salaries are paid as per the Long term agreement signed between the parties. The names of these Long term agreement covered contract workers are as below :-

Factory Conservancy Agreement Covered Contract Workers on 01.01.2026							
Sr. No.	Code	Name of Contract Workers	Gender	Policy No.	Birth Date RCF / LIC Record	Present Contractor	Retirement Date
1	1520/15	Shobha Pagare	Female	716001520	01.04.1966	M/s. Ameya Enterprises	31.03.2026
2	1520/16	Sanjay B. Jawale	Male	716001520	03.05.1967	M/s. Ameya Enterprises	31.05.2027
3	1520/17	Ram G. Zujam	Male	716001520	01.06.1967	M/s. Ameya Enterprises	31.05.2027
4	1520/18	Mehboob M. Shaikh	Male	716001520	28.07.1966	M/s. Ameya Enterprises	31.07.2026
5	1520/19	Anil Balwant Bhujbal	Male	716001520	31.07.1968	M/s. Ameya Enterprises	31.07.2028
6	1520/20	Sunil Ubale	Male	716001520	10.09.1969	M/s. Ameya Enterprises	30.09.2029
7	1520/21	Bhaskar H. Chavan	Male	716001520	01.06.1970	M/s. Ameya Enterprises	31.05.2030
8	1520/22	Amrut K. Kharatmol	Male	716001520	01.06.1967	M/s. Ameya Enterprises	31.05.2030
9	1520/23	Mahesh Mhatre	Male	716001520	21.12.1970	M/s. Ameya Enterprises	31.12.2030
10	1520/24	Shobha S. Tank	Female	716001520	01.06.1971	M/s. Ameya Enterprises	31.05.2031
11	1520/25	Ramchandra M. Rase	Male	716001520	01.06.1971	M/s. Ameya Enterprises	31.05.2031
12	1520/26	Milind T. Godheshwar	Male	716001520	22.07.1972	M/s. Ameya Enterprises	31.07.2032
13	1520/27	Satbeer Parcha	Male	716001520	03.07.1973	M/s. Ameya Enterprises	31.07.2033
14	1520/28	Vilas Jagtap	Male	716001520	13.03.1974	M/s. Ameya Enterprises	31.03.2034
15	1520/29	Ram Mehar Singh	Male	716001520	01.08.1976	M/s. Ameya Enterprises	31.07.2036
16	1520/30	Bashir Shaikh	Male	716001520	01.04.1979	M/s. Ameya Enterprises	31.03.2039

1. Payment for variation in variable DA will be made along with the consequential liabilities of statutory nature on account of statutory bonus – if applicable, earned leave as prescribed under “Factories Act” along with requirement of uniform & other items pertaining to uniform & safety appliances as per present practice.
2. PF is admissible on Basic, Special Allowance & Additional Special Allowance due to Wage Revision. ESI is admissible on gross wages upto Rs. 21,000/- per month only. The employees who are drawing gross wages above Rs. 21,000/- per month shall be covered under The Employees Compensation Act, 1923.

3. Contractor while quoting the rates will also have to consider along with the salary as above, consequential liability on account of PF, ESI, statutory bonus – if applicable and the earned leave as prescribed under Factory Act 1948/MFR 1963. Also consider the requirement of uniform & other items pertaining to uniform and safety appliances as per present practice.
4. **The retirement age of these Long term agreement covered 16 contract workers is 60 (Sixty) year.**
5. Above mentioned sixteen workers are to be paid in accordance with Wage Agreement from time to time. Presently the agreement signed between the previous contractor and the union representing these contract workers is in force and its operative period is from 01.01.2022 to 31.12.2027 (Attached).

Wage Agreement

महाराष्ट्र MAHARASHTRA

● 2023 ●

CN 749461

MEMORANDUM OF SETTLEMENT

प्रधान मुद्रांक कार्यालय, मुंबई^१
प.मु.क्र. ८०००००३

27 JUN 2024

संक्षम अधिकारी

THIS SETTLEMENT made on day of Month of Two thousand and Twenty Four between:

M/S, Ameya Enterprise the Employer (Contractor) and having its Office at House No.4,Shivmurti, Chawl,Kajuwadi, Andheri (East) Mumbai-400099. hereinafter called "the EMPLOYER (CONTRACTOR) (which expression shall include the said Employer (Contractor) and their successors] on the ONE PART;

AND

Mumbai Shramik Sangh Union, a Trade Union registered under the Trade Union Act, 1926, and having its registered office at SANGHARSH Quarry Road, Bhandup (W),Mumbai - 400078 hereinafter called "the UNION" of the OTHER PART:

WHEREAS, the Employer (Contractor) is engaged for undertaking certain non-perennial activities through its Contract Workers in establishment of Rashtriya Chemicals & Fertilizers Limited's, at Chembur, Mumbai-400 074. The list of the Contract Workers engaged by the Employer (Contractor) for doing the said contract work in Rashtriya Chemicals & Fertilizers Limited's establishment at Chembur, Mumbai is annexed hereto and marked as 'A'.

AND WHEREAS, the Union has approached the Employer (Contractor) for wage rise and better service conditions for the said contract workers.

AND WHEREAS, although the wages being presently paid by the Employer (Contractor) are higher than the minimum wages under the Minimum Wages Act, however in order to maintain harmonious Industrial Relations and maximize output, the parties have agreed to enter into this Agreement.

Several meetings have taken place between the Employer (Contractor) and Union and after protracted discussions, the following has been mutually agreed by the parties.

For AMEYA ENTERPRISES

Proprietor

Wormi
10/07/2024

TERMS & CONDITIONS OF THE AGREEMENT

1. The tenure of this agreement shall be for a period of 06 years commencing from 01.01.2022 to 31.01.2027 and shall be applicable only to the Contract Worker listed at Annexure- 'A' of the settlement. Furthermore, the parties hereto agree that the terms and conditions of this agreement shall be applicable, even if there is a change of Employer (Contractor) during the period of this Agreement and shall bind on the new Employer (Contractor) and the said Contract Worker. Though the contractor change, the Contract Workers listed at Annexure- 'A' shall continue as a Contract Workers with new Contractor as per existing practice as a benevolent aspect to continue their source of livelihood.

2. The wages & other service conditions shall be as under :-

a) The wages & other service conditions shall be as under :-

The rise in the wages of Wage Agreement Covered Contract Workers represented by Mumbai Shramik Sangh Union shall be of Rs. 8,500/- . There will not be any rise in amount of allowances on account of increase in wage rise.

(a) Out of the total rise mentioned above, 60% rise will be in the form of Basic i.e. Rs. 5,100/- and 40% will be given in the form of Fixed Allowance i.e. Rs. 3,400/-

(b) DA/ Special Allowance rise declared by the Central Government on time to time shall be paid as per present practice. (Thal and Trombay Unit)

Or

It has been agreed by the parties that the contract workers shall be paid rise in DA declared by Central Government w.e.f. 01.01.2022.

The rise in the DA/special allowance declared by CPI (State Government) shall be discontinued w.e.f. 01.01.2022. However, the rise in special allowance, if paid w.e.f. 01.01.2022 shall be adjusted against the rise in DA declared by Central Government and accordingly, difference if any, will be paid. (Trombay Unit)

(c) The Contract workers shall be paid Annual Increment on 1st January of every year @ Rs. 300/-. The increment will be a part of Basic. The said Annual Increment of Rs. 300/- will be added in basic pay w.e.f. 01.01.2022 with consequential benefits.

(d) Group Mediclaim policy:

- In this Group Mediclaim policy covers concerned Agreement Covered Contract Worker and his/her spouse with 2 Children (age upto 25 years).

- Apart from the above wage rise/hike, Group Mediclaim policy will be taken. The 50% of the policy premium (subject to maximum Rs. 1,000/- per month or at actual amount whichever is lower per Contract Worker including family) to be borne/reimbursed by the Principal Employer and with the balance of 50% (or actual balance) of the insurance premium amount recovered from the monthly wages of the contract worker in equal installments.

- That the Principal Employer will extend administrative help for obtaining Group Mediclaim Policy for wage agreement covered contract workers. In this connection, the Principal Employer has assured to extend help and in this regard the separate committee will be formed for the procedure for obtaining and implementing the Group Mediclaim Policy . This committee will also finalize the terms and conditions of Group Mediclaim Policy and same will be communicated to the Employer/Contractor for implementation from the date tacking Mediclaim policy.

- That the applicability or eligibility of the ESI Act, 1948 may change in the future due to government policies or regulations. If the government decides to increase wage ceiling (Currently Gross wages upto 21,000/- per month) for coverage under the ESI Act, 1948 to include contract workers who were previously not covered, it would supersede the Group Mediclaim policy.

- Whereas in such a scenario, where the applicability of the ESI Act, 1948 is extended to cover Wage agreement contract workers, the Group Mediclaim policy would likely to be discontinued, and the provisions of the ESI Act, 1948 would continue. Resultantly the Wage agreement contract workers would then be entitled to medical benefits under the ESI scheme, including coverage for various Medical expenses, Maternity benefits, Disability benefits, Funeral expenses etc.
- (e) **Festival Advance:** A festival advance of Rs.10,000/- (Once in year) will be provided by the contractor to these Agreement Covered Contract Workers for Festival like Ganpati or Diwali or Eid or Xmas (As applicable) and same will be recovered in 05 equal monthly installments (EMI) or before completion of Work Order period/retirement date of Contract worker (Whichever is earlier).
- (f) **First-Aid treatment/Ambulance Charges:** First-Aid treatment shall be required to be provided from Principal Employer to Agreement Covered Contract Workers in Factory OHC/Hospital if they meet any injury while on duty and if required they can be admitted to nearest hospital as per their Mediclaim policy. Maximum Rs. 1,000/- shall be paid (Case to Case basis) towards Ambulance expenses (on production Receipt) if engaged for shifting the Agreement Covered Contract Workers to nearest hospital from Factory OHC/Hospital. The payment of Ambulance Charges will be initially incurred by the Contractor and reimbursement will be claimed from Principal Employer.
- (g) **Funeral Expenses:** Funeral Expenses to nominee of deceased wage agreement covered contract workers shall be paid @ Rs. 5,000/- while in service. The payment of Funeral Expenses will be initially paid by the Contractor and Contractor will get reimbursement of the same from Principal Employer (This is applicable only to Contract worker and not any other member of the family).
- (h) As per the prevailing practice Wage agreement covered Contract workers are paid 8.33% on wages (Basic + DA) in form of Bonus as per Payment of Bonus Act, 1965. Even for Wage agreement covered contract workers crossing the ceiling of Rs. 21,000/- (Basic+DA)

Considering the above practice of paying the amount equivalent to "Bonus" (i.e. 8.33% on wages (Basic + DA of Rs. 21,000/-ceiling limit as per the Payment of Bonus Act, 1965) will continue and will be paid in the form of "Ex-gratia". This will be calculated on pro-rata attendance basis.

However, if the government were to increase the eligibility criteria for bonus under the Payment of Bonus Act, 1965 in the future, such that these contract workers become eligible for bonus payments, then the ex-gratia amount would be reclassified as bonus under the act. This means that instead of paying the ex-gratia payment, the workers would be paid bonus payments in accordance with the provisions of the Payment of Bonus Act, 1965.

- (i) The arrears payment shall be made to Contract workers w.e.f. 1st January 2022 on pro-rata attendance basis.

In case, the Appropriate Government (Center Government) revise the minimum wages which consists of Basic and Variable DA and if the revised Basic is higher than the existing Basic of the concerned contract worker, in such cases, the Basic and DA provided in the agreement will be re-arranged.

- (j) In case, the revised Basic and Variable DA of the Contract Worker declared by the appropriate government is more than the Basic and DA of this Agreement, in such cases, the Gross Wages of the Contract Worker, as provided in the Agreement, shall be considered for arriving to the revised Basic and Variable DA of the Government.
- (k) The wage agreement covered Contract workers will get Uniform, Stitching charges etc. as per present practice. All the statutory contributions required to be contributed under various acts shall be on Basic wages and Variable DA.

For AMEYA ENTERPRISES
Proprietor



Kamal
16/12/24

(i) The wage agreement covered Contract workers shall be paid Leave / Holidays at par with other Contract Workers or as per present practice.

3. While attending duty the Wage Agreement Covered Contract workers shall attend in uniform (if provided) and wear shoes provided. The Wage Agreement Covered Contract workers who fail to do so will not be allowed to enter the factory premises.
4. It is agreed and declared by the Union that all the claims and demands have been settled and the Union further agrees and undertakes that the Union & the Contract Workers shall not jointly or severally make any claim, or demand and/or raise any dispute claiming that they are regular or permanent employees of Principal Employer, wherever there are deputed. It is also declared that the demands of whatsoever nature made by the Union or the Contract Workers themselves or through any other Union jointly or severally before any Court or Tribunal or Forum at any time hitherto shall not be pursued and shall be treated as withdrawn and all required steps will be taken by them to withdraw the same.
5. This agreement has been entered into for the purpose of maintaining harmonious industrial relations and industrial peace and on the specific assurance given by the Union to the Employer (i.e. the Contractor) to that effect.
6. It is also specifically declared by the Union that all the remaining demands, if any, made by them in their charter of demand shall be treated as withdrawn/cancelled.
7. It is also agreed by and between the parties that the Union and the Contract Workers shall not raise and/or agitate for the alteration or modification or reopening of any demand settled and/or withdrawn under this Agreement nor shall the Union and/or the Contract Workers raise or agitate for any fresh demands or disputes or raise any individual disputes during the period of this settlement/agreement.
8. The Union and the Contract Workers agree that discipline shall be maintained at all places and at all times in the work premises. The contract worker will carry out all the work entrusted to them by their Employer (Contractor) and shall not agitate in respect of the same. Any violation of discipline will not be tolerated and action will be taken for misconduct and for wrongfull or violent conduct.
9. The Union and the Contract Workers agree to co-operate with the Employer (Contractor) in further improving discipline and productivity.
10. The superannuation age of contract worker shall continue to be 60 years. However, in future, the orders of Govt. / Appropriate Authority (if, any) for Contract Workers in this regard shall be final and binding on the parties.
11. The Union agrees that it recognizes the rights of the Employer (i.e. the Contractor) to supervise and conduct the contract activities and the Union will not interfere in the day-to-day working.
12. The Contract Workers shall sincerely complete their jobs and maintain discipline, failing which they are liable for disciplinary action by their Employer (i.e. the Contractor).
13. The Contract Worker shall ensure proper working hours and shall report duty on time and do the work as directed. If the work is not done as per the instructions given by the Supervisor / Contractor, it may affect the wages earned by Contract worker and disciplinary action will be initiated.
14. The Contract Worker shall be deputed or transferred from one area of work / location to another area of work / location as per the requirement of the job within the area of unit of the Principal Employer. In such case the wages and facilities earned by the Contract Workers shall be protected and Union shall not interfere in this process of the Employer (Contractor).
15. The unauthorized absenteeism of more than 20 days at a time without proper reason on part of the Contract Worker will lead to losing the claim on employment.

For AMEYA ENTERPRISES

Proprietor




Vasant
10/7/2024

16. It has been agreed that performance of the contract worker will be reviewed after attending the age of 55 yrs. and in case the performance or health of the contract worker is not found satisfactory, then the services of the contract worker will be terminated.

17. The Union agrees that if any issues arise in the course of the contract work they shall be resolved by mutual discussion only and they will not adopt tactics like go-slow, agitation or strike etc. and will maintain discipline and will endeavor to sort out any such issues by mutual discussions only.

18. All Wage Agreement Covered Contract workers shall mark their attendance at the beginning of the shift as well as at the end of shift. Further, in case of emergency situation, Wage Agreement Covered Contract workers shall be allowed to enter or leave the factory premises with the approval of employer (contractor).

All Wage Agreement Covered Contract workers shall mark their attendance through Bio metric attendance system / or any other system instructed as instructed by Principal Employer from time to time while entering or exiting factory premises every time in all cases.

19. Wage Agreement Covered Contract workers will follow all statutory requirements including undergoing periodical medical Check-up, attending training for safe working etc. as per requirement of the Principal Employer / directives received from Authorities such as Directorate of Industrial Health and Safety from time to time. The Wage Agreement Covered Contract workers who doesn't undergo medical checkup, training etc. Strict action shall be taken against such workers.

20. Wage Agreement Covered Contract workers are obligated to work responsibly during their allotted shifts and at their designated workplace as per the instruction of employer (Contractor). It is prohibited for contract workers to leave their place of work during duty hours or moving from their place of work without the permission of the employer (contractor). Failure to adhere to these regulations may result in disciplinary action against the contract workers.

21. Entry gate pass shall be provided to Contract workers as per the present practice.

22. This is in full and final settlement of all the demands and contention raised by the Unions of Wage Agreement Covered Contract workers. The demands and contentions which have not been specifically dealt in this Memorandum of Settlement are treated as withdrawn and considered as settled accordingly.

23. The period of this Memorandum of Settlement shall be for Six (06) years and same will be effective from 1st January 2022 to 31st December 2027. The terms and conditions as agreed above shall remain unchanged during the period of agreement. Further, the terms & condition of this agreement shall continue to be apply till it is replaced by new agreement. The terms and conditions as agreed above, shall remain in force, unaltered during the period of this Memorandum of Settlement.

For AMEYA ENTERPRISES

Proprietor

hony
10/12/2024

IN WITNESS WHEREOF the parties have put their hand on the date and place mentioned hereinabove.

Signed, sealed and declared by the within named.

Mumbai Shramik Sangh Union by the hands of its authorized representatives.

1. Vinod Dr VC Monteiro, President
2. Vishnu Waman Vishnu Varde
3. Om Om Prakash

Witnesses

1. H. B. Bhat Hanichandra R. Bhat
2. Yogendra - Yogendra Kumar

Signed, sealed and declared by the within named.

Contractor

1. M/S, Ameya Enterprise

WITNESSES

1. S. Y. Shinde S. Y. Shinde
2. S. Y. Shinde S. Y. Shinde

For AMEYA ENTERPRISES


Proprietor

UNDERTAKING

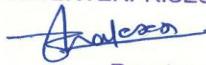
I have been explained in Marathi/Hindi language the terms and condition of the enclosed Settlement dated July 2024 and I am signing below signifying my wholehearted acceptance of the settlement. I have accepted the settlement of my own free will and without any force or coercion from anyone whatsoever:

Sr.No	Name of Contract Workers	Siganeture
1	Mahadeo More	



Wazir
10/12/2024

For AMEYA ENTERPRISES



Proprietor



Sr. No	Name of Contract Workers	Name of Present Contractor	Present Nature of Work
1	Mahadeo More	M/s Ameya Enterprise	Factory Conservancy



Washmt
10/12/2024

For AMEYA ENTERPRISE


Proprietor

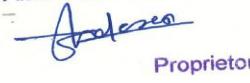
Items to be provided by the Contractor

Sr. No.	Item	Quantity	Remarks
1	Uniform	2 Pair	Once in a year
2	Stitching Charges	-	Rs.700/- after distribution of uniform (fixed)
3	Leather Shoes	1 Pair	Once in a 2 years
4	Rainy/ PVC shoes	1 Pair	Once in a year
5	Raincoat	1 No.	Once in a 2 years
6	Soap & Duster	1 No.	Once in a month

Leave/ Holiday to be availed by Contract Worker (per year)

Sr. No.	Particulars	Days	Remark
1	Earned Leave (EL)	30	
2	Sick Leave (SL)	10	
3	Casual Leave (CL)	12	
4	Paid Holidays	12	
5	Leave Encashment (EL)	30 days in a year from EL Account at the end of Calendar Year.	The Payment to Contract Labours against encashment of leaves will be reimbursed.

For AMEYA ENTERPRISES


Proprietor


Witness
10/12/2024

Area under coverage: The plant/dept. wise distribution of manpower under different heads are as follows:

Sr. No.	Location	MANPOWER required Nos.
1.	SUPHALA	1
2.	SAP/CNA	1
3.	Ammonia-I	3
4.	ANP	1
5.	Sewage Treatment Plant (STP)	2
6.	Effluent Treatment Plant (ETP)	1
7.	Ammonia-V	3
8.	PAP	1
9.	Rapidwall	1
10.	Stores & Expansion Yard	3
11.	Safety	2
12.	TDP	1
13.	Elec. Workshop	1
14.	Inst. Workshop	1
15.	Mech Workshop	1
16.	Auto Workshop	1
17.	Railway yard	1
18.	Suphala bagging	1
19.	ANP bagging	1
20.	Urea bagging	2
21.	Urea Plant	1
22.	ABC Plant	
23.	Steam Generation Plant	2
24.	MP Nitric acid	1
25.	HP Nitric acid	1
26.	AGC	1
27.	SNNP	
28.	Methanol & Liquid CO2	2
29.	Canteen & Nirman Bhavan	(2*3)+4
30.	MAP & Sujala	1
31.	Training Centre	3
32.	MH Dept.	2
33.	Technical Building, Documentation Cell, Fire Dept, OHC & Time Office	5+(1*3)
34.	Solar plant	
35.	GTG-HRSG Plant	3
36.	STP 2	1
37.	NEW AN MELT PLANT	1
38.	Nano urea Plant	2
39.	VAP	1
40.	PROM	1
Total :		70

Note- The allocation of manpower given above is for reference purposes only. Manpower will be allocated work based on actual site requirements. The total area to be considered for daily operations will be about 130087.85 sq. mtr.

HSE REQUIREMENT

HEALTH, SAFETY & ENVIRONMENT ATTACHEMENT

SAFETY INSTRUCTIONS TO FOLLOW HSE (HEALTH, SAFETY AND ENVIRONMENT) SYSTEM & REGULATIONS

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/stoppages 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 in case 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)	2nd 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)	2nd 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 ENGAGEMENT) 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 ENGAGEMENT) 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.

**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

Left hand

Thumb

Thumb

impression

Impression

Initials of Certifying Surgeon.

Certifying Surgeon.

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

COMMERCIAL TERMS & CONDITIONS

(KINDLY FILL THIS SHEET AND SUBMIT)

BIDDER'S NAME:**NOTE:** Please note that any blank field left in the preceding confirmation box will be treated as 'Agreed' only for offer evaluation.

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put √ in front of your confirmation or delete which is not applicable)
1	<p>EARNEST MONEY DEPOSIT (EMD) - Earnest Money Deposit of ₹ 10,00,000/- "EMD is to be deposited online through EMD Gateway portal with ICICI Bank. (Please refer point no 1.02 of Instruction For bidders)</p> <p>For any help refer to Help Menu which is available on Login or SIGNUP Screen. EMD of unsuccessful bidders will be returned only after finalization of contract.</p> <p>SPECIAL NOTE:</p> <p>Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained. If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order the amount of Earnest Money is liable to be forfeited.</p>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/> Availing EMD exemption
2	<p>MODE OF QUOTATION You shall quote strictly as per mode of quotation given in enquiry.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	<p>VALIDITY OF OFFER Your Offer shall be valid and firm for at least 75 days from the date of technical bid opening.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	<p>COMPLETION TIME / PERIOD Entire job shall be completed within the stipulated time period as mentioned in the scope of work.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	<p>Agreed to absorb the 16 (Scale I & II) mandatory contract workers mentioned in NIT, who have entered into a wage revision agreement and to maintain status-quo in respect of their present wages and fringe benefits as per the wage revision agreement dtd. 27.06.2024 between the present employer/contractor M/s Ameya Enterprises and these 16 (Scale I & II) workers.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	<p>Successful bidder has to engage 16 (Scale I & II) mandatory contract workers and their wages and related facilities are to be provided to them as per the agreement. The agreement copy is attached in Annexure-IB. It is mandatory for successful bidder to comply with all the terms and conditions of the agreement for protected labours and any revision if comes in force during the pendency of contract.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	<p>You have read ANNEXURE –IA & IB: Wage structure & Agreement between the workmen & previous contractor and agreed to all the clauses mentioned therein.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
8	<p>LIQUIDATED DAMAGE (LD) In case of delay in completion of job beyond the stipulated period LD shall be levied @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

9	<p>WORK ORDER VALIDITY: The work order shall be valid for a period of Two Years from the date of placement of Work Order.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
10	<p>Security Deposit SD/PBG: On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall furnish to RCF, Security Deposit for an amount of 5% of basic contract value either in the form of bank guarantee as per RCF's format or through RTGS/NEFT towards faithful performance of the contract within 21 days of receipt of work order/LOI. Bank guarantee shall be valid for the period of 24 months + 60 days from date of placement of Work Order.</p> <p>OR</p> <p>Otherwise, being annual rate contract, Security deposit shall be permitted to be deducted through monthly running bills.</p> <p>On submission of security deposit/Bank Guarantee, the EMD of the contractor shall be returned.</p> <p>Note- BG shall be submitted in RCF format ONLY to RCF Ltd. at below mentioned address: no other form like ePBG will be acceptable.</p> <p>General. Manager (F) office, Payment and Concurrence Dept. Room no 02, 2nd floor Administration Building Trombay Unit, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai. BANK DETAILS FOR ePBG Details of RCF's bank details along with IFSC code Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai. Name of Bank : State Bank Of India, Commercial Branch, Fort, Mumbai—400 023 Bank Account : 30038480740 Branch Code : 06070 IFSC : SBIN0006070.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
11	<p>Penalty Clause: Agreed to penalty terms as per scope of work of NIT. In case of disagree offer shall be rejected.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
12	<p>PAYMENT TERMS After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents.</p> <p>In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
13	<p>PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor 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.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								
14	<p>Taxes & Duties: Please mention in taxes/ duties.</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Description as per SOW</th> <th>SAC/HSN Code</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Total price including all applicable taxes & duties for: Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises AS PER SOW</td> <td></td> <td>GST@.....% </td> </tr> </tbody> </table>	SN	Description as per SOW	SAC/HSN Code	Applicable Tax	1.	Total price including all applicable taxes & duties for: Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises AS PER SOW		GST@.....% 	
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15	<p>You have read ANNEXURE-C: INTEGRITY PACT and agreed to all the point mentioned in the PACT.</p> <p>Note-RCF has accepted and agreed to the terms and conditions of the Integrity Pact (Annexure-C).</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed								

	<p>The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact (Annexure-B) and submit the same with NIT documents.</p> <p>Signing the Integrity Pact is a prerequisite for prequalification and Integrity Pact and NIT conditions will form part of the contract</p>	
16	<p>STATUTORY VARIATION CLAUSE :</p> <p>Within contract period is in RCF scope and beyond contract period in vendor's scope.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
17	The job will be done as per the scope of work in total.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
18	Whether The Vendor is Registered under Micro/Small/Medium Enterprises Act 2006 (Please Furnish The Proof) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Whether the Proprietor of "MSME" Enterprise is from SC/ST Category (Please Attach Cast Certificate Issued By Competent Authority) [See Annexure-A]	<input type="checkbox"/> Yes <input type="checkbox"/> No
20	Whether the bidder is registered as START UP (Please select appropriate category and furnish required proofs as per Annexure-IV A)	<input type="checkbox"/> Yes <input type="checkbox"/> No
21	<p>THE BIDDER HAS AGREED & ACCEPTED TO PAY ALL THE NECESSARY CHARGES TO GEM PORTAL & ALSO AGREED THAT NO CLAIM AGAINST SUCH CHARGES WILL BE MADE BY THE BIDDER TO RCF.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
22	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
23	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY/Tender</p> <p>(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)</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
24	<p>Offered items/services for subject tender has Minimum Local content as per 'Make In India policy' given at Annex-XI 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.</p> <p>(It is mandatory to submit declaration about local content, else your offer will be considered as non-local supplier)</p>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
25	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))	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
26	Penalty for late payment of Statutory Dues (i.e ESI, PF....etc) as per ANNEXURE: Statutory / Mandatory Clauses.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
27	<p>DEVIATION IF ANY</p> <p>{Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure-III)}</p>	<input type="checkbox"/> No <input type="checkbox"/> Yes
SIGNATURE WITH STAMP		

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 in relevant packets. (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.	ESIC: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate												
8.	PF: Enclose copy of certificate (MANDATORY) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate												
9.	GST registration number (if applicable)												
10.	<p>Turnover / audited annual reports Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below: Average annual turnover of ₹ 95,77,094/- ending 31st March of financial years 2022-2023, 2023-2024 and 2024-2025</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> <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 ₹ 95,77,094/-.</p>	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												
11.	NET WORTH /FINANCIAL SOUNDNESS - Net worth of the bidder 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.												

	<p>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.</p> <p>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>	
12.	<p>Pre-qualification criteria:</p> <p>Bidder must have successfully carried out works for "Housekeeping and Conservancy at Chemical/Fertilizer/Oil/Gas/Power plants/units'</p> <p>Bidder to submit work order copies along with completion certificate for supply of similar jobs within last seven years ending last day of month previous to the one in which applications are invited satisfying minimum one criterion mentioned below</p>	
i.	<p>Three work order copies with each having a minimum value of-</p> <ul style="list-style-type: none"> • ₹ 1,27,69,459/- (excluding taxes) for non-MSE bidders • ₹ 95,77,094/- (excluding taxes) for MSE bidders 	
	OR	
ii.	<p>Two work order copies with each having a minimum value of-</p> <ul style="list-style-type: none"> • ₹ 1,59,61,823/- (excluding taxes) for non-MSE bidders • ₹ 1,19,71,367/- (excluding taxes) for MSE bidders 	
	OR	
iii.	<p>One work order copy having a minimum value of-</p> <ul style="list-style-type: none"> • ₹ 2,55,38,917/- (excluding taxes) for non-MSE bidders • ₹ 1,91,54,188/- (excluding taxes) for MSE bidders 	
13.	<p>Condition for MSE Bidders:</p> <p>A) MSE bidders must submit the following documents:</p> <ol style="list-style-type: none"> Valid UDYAM registration Certificate. <p>B) MSE bidders have to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.</p> <ol style="list-style-type: none"> Following relaxations will be given MSE bidders: <ol style="list-style-type: none"> 25% relaxation in average turnover criteria 25% relaxation in past experience criteria, applicable to value only No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements. <p>Exemption from Earnest Money Deposit (EMD): Eligible MSE bidders are not required to submit EMD.</p>	
14.	<p>Condition for Start-up Bidders</p> <p>A) Start-up bidders must submit the following documents:</p> <ol style="list-style-type: none"> 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. 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. <p>B) Start-up bidders have to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.</p>	

	<p>a. Following relaxations will be given to Start-up bidders:</p> <ol style="list-style-type: none"> 1) 25% relaxation in average turnover criteria 2) 25% relaxation in past experience criteria, applicable to value only <p>b. No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.</p> <p>Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.</p>	
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Note-

- a) **Work orders through subcontracting shall not be considered.** Only, the work order shall be placed by the organization directly on the vendor/contractor who has participated in the tender will be considered. The job carried out by the vendor/contractor for the organization through other agency where work order is not in the name of the vendor/contractor shall not be considered for further evaluation purpose i.e WO in the capacity of sub-contractor shall not be accepted.
- b) Bidder shall submit WO copy along with completion certificate as a documentary proof. If completion certificate is not available, bidder shall submit submit the Payment advice slip against submitted WO or Certified invoice /measurement sheet from end user against submitted Work Order & Bank statement indicating the amount deposited from end user against submitted certified invoice
- c) **The offer of bidders not fulfilling the criteria mentioned above will not be considered for further evaluation.**

Mere fulfillment of above eligibility criteria will not automatically ensure vendor's qualification/short-listing for the job and RCF decision on this matter will be final & binding.

All the documents shall be duly signed and stamped by the applicant, on each page.

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.

Model 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. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

Tax Compliance Clauses Related to GST
(To be obtained on the letter head of the tenderer)

1. 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.
2. 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.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. 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.
6. 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.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. 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
9. 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.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST 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 and Seal of the tenderer

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, 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.

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
(On all Pages)**

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 :—

STANDARD TERMS AND CONDITIONS**PART- A****Mandatory Clauses relating to Agreement Covered Contract Labours (Continuous Service with Successive Contractors)**

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

The wage structure of Agreement covered Contract Labours are governed by the Wage Revision Agreements signed between the then Contractors and the representatives of Contract Labour Unions. The said Agreements are binding on all the succeeding contractors to accommodate this ‘Agreement Covered Contract Labours’ and continue to pay wages and benefits. The copy of wage revision agreement of contract labours is a part of NIT.

There are three (03) sets of Wage Revision Agreements are given below:

- A) Agreements in respect of the contract labours engaged in Conservancy, Horticulture jobs, Caretaking Jobs (Security jobs) at Priyadarshani Building and Ark Guest House.
- B) Agreements in respect of the contract labours engaged in Spillage Handling, Conveyor Belt Vulcanizing and Conveyor Belt Maintenance.
- C) Agreements in respect of the contract labours engaged in all Canteens, Railway Track Maintenance, Water Supply and AC Maintenance at Priyadarshani Building.

Mandatory Clauses:

1. Wage structures of Contract Labours are given in agreement so that their monthly payment will be regulated accordingly.
2. List of agreement covered contract labours containing Names, Date of Birth are given in annexure attached along with copy of wage revision agreement.
3. The agreement covered contract labour will be superannuated (Retired) at the age of 60 years. The date of Birth provided in NIT in respect of every contract labour will only be reckoned for retirement date.
4. The monthly wages are based on CPI (Consumer Price Index number) of particular month. The CPI Index will form a VDA (Variable Dearness Allowance) which is part of wage structure of particular month. Rise and fall of CPI Index (Consumer Price Index number) defers the VDA amount. The amount of VDA will be reimbursed to and recovered from the contractor. The overheads like PF, ESIC, Bonus etc. will be treated accordingly. The reimbursement will be made on the basis of actual payment made to the workers by the contractor on quarterly basis. Only after confirmation and certification by the Executive Department.

The VDA Based on CPI (Consumer Price Index number) will be applicable to all agreement covered contract labours in Conservancy, Horticulture jobs, Caretaking Jobs (Security jobs) at Priyadarshani Building and Ark Guest House. (Security jobs)

5. Current wage structures of the contract labours along with CPI Index will be provided in NIT for calculation purpose.

6. For some category of agreement covered contract labours, VDA (Variable Dearness Allowance) of Central Govt., (belonging to scheduled employment Construction and Maintenance of Road, Runways, Building Operations, Underground cabling work, Electrical Work, Water Supply, Sewerage Pipe lines) is applicable. The rises in VDA will be reimbursed to the contractors with overheads like PF, ESIC, Bonus etc as applicable.
7. The payment of Annual Increment, Leave Entitlement, Leave Encashment, Paid Holidays will be governed as per wage revision agreement of the contract labours.
8. All wage structures comprising of allowances in respect of agreement covered contract labours are on prorate attendance basis.
9. All allowances provided in the agreement are fixed and on prorate attendance basis.
10. Attendance including weekly off and authorized leave will be paid on prorate basis, Workman who unauthorisely remain absent for a continuous period of 10 days in a month will not be eligible for the benefit.
11. Maternity Leave to female workers covered under ESI Scheme will be in accordance of ESI Scheme.
12. **PAYMENT OF BONUS:** The workmen shall have to be paid statutory bonus according to the provision of payment of Bonus Act 1965. The statutory payment of bonus percentage is @ 8.33% (Basic Pay+ VDA) to the workers employed by the contractor is the prime responsibility of the contractor. **This Bonus amount will not be reimbursed by the RCF to the contractor.** Except, in future if, any statutory rise due to amendment in Bonus Act or on account of Government Directions, if any is declared, the same shall be implemented by the Contractor and the amount, if any, arising out of such amendment shall be reimbursed to the Contractors at actual.
13. **CASUAL LEAVE:** All the workmen shall be granted casual leave strictly on pro rata basis as provided in the wage revision agreement. Maximum casual leave can be availed by the workmen at a time shall not be exceed 3 days provided he/she has accumulated casual leave to that extent. In case of workmen remaining absent going on leave without pay for consecutive period of 10 days or more days, he/she shall not earn casual leave for the month. Balance of casual leave at the end of year will be lapsed automatically.
14. **EARNED LEAVE:** Every workman will be allowed Earned Leave for each calendar year as provided in the wage revision agreement, provided they were present for a minimum period of 240/- days in the previous calendar year. Earned leave can be accumulated for a period of contract and 50% of the un-availed leave will be encashed after the end of the year. The number of days of encashment will be debited to the workmen account. The encashment of earned leave will be at the rate of Basic Pay + VDA at the time of encashment. The Contractor has to pay the EL encashment on prorate basis to the agreement covered workers and the same will be reimbursed to the contractor.
15. **Uniform and Liveries:** The uniform and liveries will be provided to the contract labours will be as per wage revision agreement.
16. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.

PART- B

The Statutory / Mandatory Clauses pertaining to HR/Legal in respect Daily Rated Contract Labours (On Minimum Wages) to be incorporated in the NIT by the Execution Dept., before finalizing NIT/Awarding Contract.

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

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

Minimum Wage consist of Basic Wage and the Special Allowance i.e. variable Dearness Allowance (VDA declared after every six months). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt., applicable to RCF which is notified by the Dy.Chief Commissioner (Central Govt.), Mumbai time to time. The Circular of current Minimum Wages is enclosed.

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

2. Uniform rate of Minimum wages are applicable throughout RCF as per the applicable category as Unskilled, Semi-Skilled, Skilled workers who are going to be engaged by the Contractors. The Contractors therefore, must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads i.e., PF @ 13% on Basic + DA, ESI @ 3.25% on total gross wages or the Minimum Wages and the Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment subject to minimum of Rs.7,000/- Bonus to be paid at least 8.33% (Finance Year) of the bonusable salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.
3. Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes.
In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the Tenderer.
4. The Contractor while quoting the rates must take into account the existing applicable Minimum Wages which is notified by the Government of India, Ministry of labour and Employment for Unskilled , Semi Skilled, Skilled Category workers who are going to be engaged by the contractor. The Contractors must ensure that the applicable rate of wages are quoted with the applicable statutory overheads such as PF, ESIC, Bonus, VDA etc. and Statutory liabilities of the workers who are going to be engaged.
As Principal Employer, RCF shall reimburse all statutory increases including VDA under labour laws/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company. The Company will reimburse the statutory increase in Minimum Wages on the basis of actual payment made to the workers by the contractor.
5. As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /NIT to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
7. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dept., including the cancellation of contract or legal action as per the Laws.
8. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc.
9. i) The interested bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different Acts.

ii) The agency should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed.

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

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

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

10. The Contractor must give an Undertaking Indemnifying the RCF Company against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively with the retrospective effect for the period of liability of Contract period. Company will not be held responsible.

11. The Contractor must give two bids separately, one Technical Bid and another Financial Bid. In addition, three declarations, Contractor has to submit before executing the work/ engagement of workers.

a) Proforma of Financial Bid (as enclosed) (Execution Dept., may devise separate Proforma as per Types of Contracts)

b) Proforma of declaration/Undertaking

c) Proforma of Declaration regarding Black listing /debarring for taking part in the Tender.

d) Proforma of details to be submitted while engagement/ entry level permission to HR.

e) The following documents are to be submitted:

- Every Contract employee entering in RCF premises should have his independent Provident Fund UAN No. under PF Act and also an individual insurance No. (TIC) under the ESI Act.

- The details of the Contract employees who enter the premises during the month with the above individual details, the statement should be submitted by the Marketing Area Office to the HR department, Trombay through Execution Department.

- Copy of the Electronic Challans showing proof of payment under the Statutory Act i.e. PF & ESI should be submitted along with the copy of bank statement proving the fact that the amount has been credited to the respective authority under the said Acts.

- Copy of Monthly salary /Wage Register duly certified by the Representatives of RCF Area wise having paid wages/salary mentioning cheque no. details about payment given or salary credited to the Contract employees bank account should be submitted with NEFT/ECS statement or with the above said documents.

12. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof of the same. Any violation will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor even though he/she may not be completing 60 years of age.

13. It is mandatory on the part of Contractor to pay/ quote wages as per the applicable Central Minimum Wages Act. It is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.

14. Submission of Corporate Governance Certificate about Compliance of all Labour Laws:

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

15. Weekly Off/Holiday:

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

16. The above clauses along with other Standard Conditions clauses pertaining to HR will be a part of NIT.
17. The Concurrence Section (Finance Department) will ensure while concurring that all HR related clauses are incorporated.
18. The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site being CISF requirement.
19. The Contractor shall ensure that local labour skilled and /or unskilled to the extent available shall be employed in this work. In case of non-availability of suitable local labour in any category out of the above person, labour from outside i.e. migrant workers can be engaged. The necessary permission/compliances of applicable laws shall be made by the contractor.
20. Execution Dept., while submitting Final Bill/SD must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Execution Dept., while releasing their monthly bills towards ESI/PF. HR at the time of final bill only require certification from Execution Dept., that regular ESI /PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify RCF from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept by with Execution Dept., for their records to be retained as per the Retention Policy for further audit, if any, for at least five years. It will not be the responsibility of HR to maintain the record of each Contractors separately.
21. The following actions are need to be followed by the Contractors.
 - a) Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.
 - b) The contractor should settle all their legal dues including Gratuity, if applicable and No Dues Certificate to be produced from the workers engaged.
 - c) New contractor before engaging any workers obtained an application for New Employment with their Successive Contractor/s and based on their job application request, the Agency on his letterhead, must give letter of engagement for a period ending. The contract is awarded with the clause that the engagement will stand termination on the date on which the contract is expiring. Such documents needs to be submitted to Principal Employer for record.
 - d) The Contractor must give Identity Card mentioning the date of engagement, date of birth etc. The same way, Successive Contractor also follow and issue the termination notice if complete superannuation and settle the dues at the end of the contract.

It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Principal Employer is not responsible for the same.

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

PART- C

GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT

1. LABOUR LICENCE

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

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

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15th day of Month P.F.Contribution of both shares (Employers/ Employees) @ 12% each of wage disbursed alongwith the necessary Administrative Charges . The present contribution rates are as under:

ACCOUNT NO.	EMPLOYER'S SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67%		12%	
2 (Admn.Charges)	0.5% (min. Rs. 500/-)			
10 (Pension subject to max. Rs 15000/-)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn.Charges)	0			
Total PF	13 %		12%	
TOTAL			25 %	

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

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

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

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

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

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

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

The Contractor must obtain independent Registration No., under the Bombay Labour Welfare Fund Act and pay 6 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance

with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code No. Also contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit P.Tax every month to Government treasury in time) and also submit Returns in time.

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

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

6. SUBMISSION OF DOCUMENTS TO HR DEPT.

A) BEFORE EXECUTION OF WORK

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

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

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

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

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

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

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

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

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

11.4 WEEKLY OFF

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS

Three National Holidays:

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

These must be granted as paid holidays to all workers.

12. HEALTH, SAFETY AND WELFARE

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

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

13. PROHIBITION OF CHILD LABOUR

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

Person below the age of 18 should not be employed.

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

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

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

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

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

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

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

15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) Contractor should complete the work as assigned during his contract period.
- d) Contractor should regulate the conditions of employment of his employees/ contract labour.
- e) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- g) All persons employed by the contractor shall be his own employees for all intents and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j) Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contractors labour lies with the contractor himself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep indemnified RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. CONTRACTUAL OBLIGATIONS

- 16.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should show all his records/monthly returns to the HR Department to ensure strict compliance at proper time. If contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dept., may in its discretion cancel the contract.
- 16.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.

16.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.

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

18. **RELEASE OF SECURITY DEPOSIT**
Final bill Security Deposit shall not be paid till the clearance certificate from the HR Dept., is obtained.

19. **CHARACTER VERIFICATION**
The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.
The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.

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

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

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

23. **NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD**
After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

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

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

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

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

28. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

01. Under Contract Labour (R&A) Act

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

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

02. Under Minimum Wages Act

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

03. Factories Act :

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

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04. Employees state insurance Act 1948

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

SIGNATURE WITH STAMP
(On all Pages)

Rashtriya Chemicals & Fertilizers Ltd.
(Trombay Unit)

*New Footing
→ developed ←*

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

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

to enter the premises of RCF for the 1st time. Details of our employees are as below:

Kindly allow the following persons of M/s. _____

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
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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. _____ Work Order Valid Up to _____, Time from _____ AM/PM to _____ AM/PM

Duration of the job: Date from _____ to _____, Time from _____ AM/PM to _____ AM/PM

Sign & Seal of Applicant

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

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)	will be filled by RCF			
	RCF Vendor Code (for existing RCF Vendors)					
	RCF Vendor Code (for new Vendors, RCF will create and fill)	*	will be filled by RCF			
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country	*			
	Region Code		will be filled by RCF			
III	SUPPLY STATE	District / State	*	To be given, if applicable.		
		Other Region Code		will be filled by RCF		
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		by email only			
VIII	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No		
		Group Key		will be filled by RCF		
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	

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE
(On Rs.500/- non-judicial stamp paper)

(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

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

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

a) Qualifying Criteria for MSEs , SC/ST vendors ,WOMEN OWNED MSEs:**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

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

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

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
 - UDYAM NO.
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must submit additionally submit certificate from any of the following:
 - UDYAM no.
 - National Small Industries Corporation (NSIC)
 - Certificate /document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- v. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

EMD Exemption: Vendors registered under '**Micro & Small Enterprises Act' (MSE)** are exempted from submission of EMD. Exempted bidders should upload a valid certificate issued by approved body of '**Ministry of Micro, Small & Medium Enterprises' (MSME)** viz **Udyam Registration certificate** for EMD exemption.

b) Preference for MSME:

- i. **This Tender is non-Divisible tender, hence if it is observed 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. The preference for order shall be given according to their ranking after Price bid opening / e-Reverse Auction.**
- 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.

ii. 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.

Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the GEM Portal 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.

- 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/>

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 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.

"As per notification ref D.O. No. DPE-7(4)/2007-Fin dt. 20.01.2020 all MSEs have to mandatorily onboard on TReDS platform. Therefore if you are not onboarded yet, please onboard on TReDS by availing services of any of the following service providers:

1. Receivables Exchange of India (RXIL)

Vendor can register with M1 Exchange by clicking link <https://onboarding.rxil.in/customerapp/home>

Vendors can call them on [\(022\) 6903-3000](tel:(022)6903-3000) for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at support@rxil.in; info@rxil.in

2. Invoice Mart

Invoice Mart have offered special one-time waiver of onboarding fee of INR 5,000/- plus GST for RCF vendors till 31st March 24.

Vendor can register with M1 Exchange by clicking link

<https://www.invoicemart.com/TReDSCore/Home/login.aspx>

Contact Gauri Mahamulkar Gauri.Mahamulkar@invoicemart.com or Phone No. (Mobile) +91 8369204066

Vendors can call them on [\(022\) 6235-7373](tel:(022)6235-7373) for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@invoicemart.com

3. M1 Exchange

M1 Exchange have offered special one-time waiver of onboarding fee of INR 5,000/- plus GST for RCF vendors till 31st March 24.

Vendors can contact: Shaiwal Sinha shaiwal.sinha@m1xchange.com;

Vendor can register with M1 Exchange by clicking link [M1xchange | Vendor Self Registration](https://m1xchange.com/registration)

Vendors can call them on **1800-103-7261** for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@m1xchange.com"

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 :—

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. GEM- CC/O/B&MH/P/2526/404 dated 14.01.2026

inviting bids for Hiring of manpower on contract basis to carry out various housekeeping conservancy jobs along with manual internal road cleaning of all plants/offices inside RCF Trombay factory premises

(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.

*This tender is digitally signed by
RCF hence no sign and stamp
required*

*Sign and stamp of the Bidder
Or
Digitally signed by the Bidder
Date*

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 or 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 aforesaid.
- 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 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.

X-X-X-X-X-X-X-X-X

*This tender is digitally signed by
RCF hence no sign and stamp
required*

*Sign and stamp of the Bidder
Or
Digitally signed by the Bidder
Date*