



## RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED

(A Government of India Undertaking)

Corporate Identification Number (CIN): L24110MH1978GOI020185

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

Department: Contract Cell - Civil Engineering Services

Office Address: Room No. 27, 28, Administrative Building, near RCF Factory gate no.2, Mahul Road, Chembur, Mumbai-400074.

Phone: 022 2552 2727/2382/2796

### **NOTICE INVITING TENDER FOR: "Value-based Biennial Rate Contract for Hot and Cold insulation jobs in all plants at RCF Trombay Unit. (Supply & Apply)."**

TENDER NO.: TROM/2610/04(01)/11/2026-PHS

Date 18.05.2026

Last Date & Time for downloading of Tender documents : **AS PER BID DOCUMENTS.**

Last Date & Time of Submission of e-Tender : **AS PER BID DOCUMENTS.**

Date & Time of Opening of e-Tenders (**Technical Bid**) : **AS PER BID DOCUMENTS.**

Date & time of opening of Price-bid through CPP Portal : shall be notified by CPP portal

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

#### Contact Details

**1) CPPP Helpline Number:**

<https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>

**2) Mr. Sangeeta Gaikwad (Tel:+91 22 2552 2727), E-Mail: [shgaikwad@rcfltd.com](mailto:shgaikwad@rcfltd.com)**

**3) Mr. Ajay Kamble (Tel:+91 22 2552 2382), Email: [abkamble@rcfltd.com](mailto:abkamble@rcfltd.com)**

**4) Mr. Anup Dahule (Tel:+91 22 2552 2796), E-Mail: [aadahule@rcfltd.com](mailto:aadahule@rcfltd.com)**

**5) Mr. Amit Mathur (Tel: +91 22 2552 2403), E-Mail: [amit\\_mathur@rcfltd.com](mailto:amit_mathur@rcfltd.com)**

**6) Consignee/Reporting Officer of execution department- As per various plants EIC.**

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE

[www.rcfltd.com](http://www.rcfltd.com) /

<https://eprocure.gov.in/eprocure/app?page=Home&service=page> IN FUTURE.

#### **Grievances during Tendering Process :**

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

[GC-TROM-CC@rcfltd.com](mailto:GC-TROM-CC@rcfltd.com)

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

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

**NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE [www.rcfltd.com](http://www.rcfltd.com) / <https://eprocure.gov.in> IN FUTURE**

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

**Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSME Act.**

**THIS TENDER DOCUMENT CONTAINS:**

<b>Sr. No.</b>	<b>Documents</b>	<b>Item details</b>
1	<u>NIT</u>	Notice Inviting Tender: Instructions for Bidders
2	<u>ANNEXURE - I</u>	Credential & Eligibility Criteria / Pre-Qualification Details
3	<u>ANNEXURE – II</u>	Commercial Terms & Conditions
4	ANNEXURE - III	Format: Process Compliance
5	ANNEXURE - IV	Undertaking regarding abiding Bid conditions on Vendors Letter Head
6	ANNEXURE - V	General Terms And Conditions Of The Contract (GTCC)
7	ANNEXURE - VI	Debarment of Firms From Bidding (Holiday/De-Listing/Black-Listing)
8	ANNEXURE - VII	GST Details & Tax Compliance Clauses Related To GST
9	ANNEXURE - VIII	HSE Requirement
10	ANNEXURE - IX	format for declaration of local content as per Make in India Policy
11	ANNEXURE – X	Policy regarding Sharing land border with India (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs),
12	ANNEXURE – XI	Format for Security Deposit cum Performance Bank Guarantee
13	ANNEXURE – XII	RCF approved Banker's list
14	ANNEXURE – XIII	Vendor Data Updation Form
15	Technical Bid Document	Scope of Work and Relevant instructions during job execution and compliances.
16	HR ANNEXURE – B&C	HR standard terms and conditions

## **NOTICE INVITING TENDER: INSTRUCTIONS FOR BIDDERS**

**NOTICE INVITING TENDER FOR: Value based Biennial Rate Contract for Hot and Cold insulation jobs in all plants at RCF Trombay Unit. (Supply & Apply).**

**TENDER NO.: TROM/2610/04(01)/11/2026-PHS**

**Duration of work / Contract period:** - Work is to be completed only within Six months from the date of issue of work order.

**Validity:** Contract validity shall be six months from the date of issue of work order.

### **Grievances during Tendering Process:**

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

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

**Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act..**

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

**Note: Terms & conditions / price clause mentioned in 'Instructions to Bidder' shall override the respective term of the General Terms & Conditions (Annexure – V)**

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender.

The bids shall be uploaded in **(Two) Bid System {Part-I: Techno-Commercial Bid with EMD and Part-II: Price Bid}** in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

### **Modalities & Special instructions for e-Tendering:**

The following steps noted below shall be the general methodology for carrying out the process of procurement through the route of e-tendering:

- i. It is mandatory for tenderer to have a **valid digital signature certificate** issued by any of the valid Certifying Authority approved by Government of India for participation in e-

Tendering event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.

- ii. Offer against the NIT has to be submitted online on e-Tender website mentioned in the NIT with valid digital signature certificate. The bidders shall be required to submit their offers in 2 separate parts- (a) '**Technical & Un-priced Commercial Bid**' and (b) '**Price Bid**'.
- iii. **Submission of on-line Bids / Offers electronically against E-tendering:** All interested bidders are requested to register themselves on [www.eprocure.gov.in](http://www.eprocure.gov.in) with their digital signature certificate with the user ID for participation in the tender. Kindly refer [bidders manual kit](#) available on bidders section on above mentioned website for details procedure for bid submission or Bidders can contact <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page> for registration and bid submission procedures.
- iv. The Un-priced Technical Bids and Price Bid have to be submitted online only.
- v. It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site.
- vi. The **Part-1** of the online offer, EMD if applicable, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT.
- vii. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
- viii. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.
- ix. Price bids shall be opened of participants who fulfill the pre-qualification criteria and techno-commercial requirement of NIT. The offers will be evaluated as per Cost considering quoted percentage. Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).

**A. Bids should be submitted as per following instructions only:**

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

<b>Packet - 1</b>	Scanned copy of "Process compliance statement" ( <b>Annexure III</b> ) printed on bidder's letter head with duly signed by appropriate authority.
<b>Packet - 2</b>	"Undertaking regarding abiding Bid conditions" on Vendors Letter Head ( <b>Annexure- IV</b> ).
<b>Packet - 3</b>	Scanned copy of "Checklist" of Credential & Eligibility Criteria/ Pre-qualification Details ( <b>Annexure- I</b> ).
<b>Packet - 4</b>	Scanned copy of self-attested supporting documents against <b>pre-qualification criteria</b> . (i.e. Work Order copies with completion certificate (proof of payment for non-govt clients as per PQC), turnover document (with UDIN for documents issued after July 2019), Net worth certificate as per PQC, ESIC No, PF No, PAN No, startup declaration with requisite documents as mentioned, Details technical staff, manpower, list of equipment's and tools & tackles. All the requisite documents required shall be in the name of the firm who is applying for this tender.)

<b>Packet - 5</b>	Scanned copy of dully filled “Commercial Terms & Conditions” <b>with Annexure A and B” (Annexure- II)</b>
<b>Packet - 6</b>	Clauses related to GST & GST details <b>(Annexure- VII).</b>
<b>Packet - 7</b>	Declaration of Minimum Local Content <b>(Annexure- XI)</b> , compliance of policy regarding Sharing land border with India <b>(Annexure- XII)</b> (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020))
<b>Packet - 8</b>	Scanned copy of Integrity pact on bidder’s letter head with duly signed and stamped by appropriate authority. <b>(Annexure-XVI). Acceptance of Integrity pact is mandatory. Any Deviation in this regard shall not be accepted</b>

## **2. PART-II: PRICE BID: -**

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system). Kindly quote your offer on blank fields in uploaded BOQ sheet. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ sheet. **Vendor should quote prices in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.**

### **INSTRUCTION FOR PRICE BID – (BOQ) SUBMISSION**

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

- i. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
- ii. **Kindly fill data in fields of ‘BOQ Sheet’ as per following Instruction only:**  
**Bidders Name:** Kindly put complete name of bidding firm/company  
**Select Excess/Less:** Kindly put excess or less correctly and check the value at end of the BOQ sheet. No claims can be made due to wrong entry. Kindly verifying the amount of quote submitted by you before saving this BOQ sheet.  
**Percentage Price:** Kindly put valid numeric value as percentage without any +/- sign or % sign so the proper entry in BOQ can be made. Kindly check the quoted value of work to confirm your offer.  
**Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. All the duties pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice showing tax elements separately. Income Tax shall be deducted at source from Contractor’s bill as per Government rules.  
**GST rate mentioned by you in technical bid shall be payable extra..**
- iii. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ.
- iv. **Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).**

v. For any queries and help Bidders can contact <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page> or contacts given on first page of Tender documents.

**B. OTHER IMPORTANT DOCUMENTS:**

Documents required for verification of details submitted in Prequalification Details (**Annexure - I**) to be submitted in your Packet 5 as per instructions given below.

1. **Banker Details:** Scanned copy of dully filled 'Banker Details' form & scanned cheque to be uploaded in Packet 5.
2. Documents related to Constitution of Firm, Current Contract Commitments / Work in progress.
3. **Manpower and Machineries:** Details technical staff, manpower, list of equipment's has and tools & tackles uploaded in Packet 5.

ii. **Water Charges:-** Not applicable for the subject tender.

iii. **Payment Terms:**

(A) **Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST. All the duties pertaining to this contract shall be entirely borne by the Contractor. The Contractor shall submit the tax invoice showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules. Any statutory changes in tax provisions during operation of the contract i.e. after issue of Work Order till completion of job / Contract period will be on RCF and after this period, upward will be borne by the contractor. GST @ 18 % shall be payable extra.

(B) **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractors account.

(C) **Payment:**

The Contractor shall be entitled to be paid monthly for running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantities of the work order. Net payable amount shall be released within thirty days from the date of Certification of the bill by the Engineer.

The Contractor shall raise the bills on the printed forms in duplicate copies at the office of the Engineer, according to the terms & conditions of the contract. RCF shall have recourse to Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of, or in connection with any failure of Contractor to perform any of his/her responsibilities / obligations under the terms of the contract. Any money due or becoming due from the Contractor pertaining to this contract shall be recovered from Contractor's 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, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.**

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.

**iv. SECURITY DEPOSIT (SD) / PERFORMANCE GUARANTEE :** On acceptance of the Tender by RCF, for due and faithful fulfillment of the Contract, the Successful Tenderer shall have to pay 5% amount of contract value as security deposit to be deposited in the form of ECS/BG/DD **within a period of Fourteen (14) days after issue of Work Order.**

(a) In case of security deposit is deposited in the form of ECS/DD, the Security Deposit (SD) shall remain with RCF Ltd for a period of **12 (Twelve) months** from date of completion of the work by the contractor and the work taken over by RCF Ltd. SD shall be released after these **12 (Twelve) months** if no defects noticed in the work during the guarantee period.

OR

(b) Security Deposit of 5% of contract value is deposited in the form of Bank Guarantee (BG) as per RCF's format. This Bank Guarantee will be valid upto **contractual period + guarantee period + 60 days** Bank Guarantee of less validity period than specified will not be accepted. The Bank Guarantee should be from the Bank out of RCF approved Bankers list as per the list attached **Annexure – XV**

- i. Further, if the SD is not deposited within the stipulated 14-day period, the SD will be recovered along with Interest from the due date of Deposit from the first payment. The interest rate shall be the applicable Secured Overnight Financing Rate (SOFR) + 2% or MCLR (6 months) + 2% as applicable.
- ii. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within 14 (fourteen) days of the issue of the amendment.

The period of guarantee shall be **12 (Twelve) Months** from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer. The Security Deposit shall be retained with RCF for the period of guarantee. The work executed by the Contractor shall be under the guarantee period of contract for satisfactory performance and free from all defects. In the event of any defects being noticed in the work during the guarantee period, the Contractor shall, upon the notification from RCF, carry out proper repair / rectification as may be necessary to comply with and without any cost to RCF. In case of non-fulfillment of the terms & conditions of the contract during the period of guarantee, deduction against Security Deposit shall be recovered as may deem fit at the discretion of RCF.

No interest or compensation shall be payable in respect of Earnest Money Deposit, Security Deposit or any amount retained by RCF or any money which may be in RCF hand owing to dispute between RCF and the Tenderer or in respect of any delay on part of RCF in making any interim or final payments.

**v.** Pre-qualification of JV: prequalification of JV shall be as follows, The lead Bidder of the JV should meet the Minimum 50 percent of all the capabilities of pre-qualification criteria. The total of all JV partners should also meet the minimum of the total prequalification criteria.

JV members are "jointly and severally responsible and liable" in a contract. For pre-

qualification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:

1. Qualifying factors to be met collectively: (i) particular construction experience and key production rates; (ii) construction cash flow for the subject contract; (iii) personnel capabilities; and (iv) equipment capabilities;
2. Qualifying factors for lead partner: (i) particular construction experience; (ii) financial capability to meet cash flow requirement of subject contract –not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted; (iii) financial soundness;

**Benefits of MSME Public Procurement Policy is not applicable to the works contracts as per MSMED Act.**

**ANNEXURE - I**

**CREDENTIAL & ELIGIBILITY CRITERIA / PRE-QUALIFICATION DETAILS**

<b>NAME OF BIDDER:</b>	
<b>Sr.</b>	<b>Details to be filled and proof to be attached.</b>
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: Office/Mobile No - E-Mail ID -
5	Banker's Name & Address (Submit Vender Registration / Updation form with relevant Documents)
6	<p><b>. Technical Pre-qualification Criteria /Technical specification &amp; definition of similar Service Pre-qualification criteria:</b></p> <p><b>A. Technical Pre-qualification Criteria /Technical specification:</b></p> <p>Bidders must have successfully executed similar order for Hot / Cold insulation job in any industry during last 7 years. Contractor to submit Work Order/PO copies along with completion document.</p> <p>Bidder to attach documentary proof in support of same for above Prequalification criteria i.e. work order and work order completion certificate either of the following.</p> <p>a. Three similar completed works each costing not less than the amount equal to <b>Rs. 7,63,000/- (Exclusive Taxes)</b> -For start up firm- <b>Rs. 5,72,000/- (Exclusive Taxes)</b> OR</p> <p>b. Two similar completed works each costing not less than the amount equal to <b>Rs. 9,53,000/- (Exclusive Taxes)</b> - For startup firm - <b>Rs. 7,15,000/- (Exclusive Taxes)</b> OR</p> <p>c. One similar completed works costing not less than the amount equal to <b>Rs. 15,26,000/- (Exclusive Taxes)</b> (80%)- For start-up firm - <b>Rs. 11,44,000/- (Exclusive Taxes)</b></p> <p>A. As a documentary evidence, bidder shall submit copy of executed Purchase Order along with documentary proof of successful supply of material, such as :</p> <p>i. Completion certificate / Customer Acceptance Certificate OR</p> <p>ii. GeM CRAC (Consignee Receipt and Acceptance Certificate) document OR</p> <p>iii. Tax Invoice with Proof of receipt of payment like bank statement for the submitted tax invoice</p> <p>Note :</p> <ul style="list-style-type: none"><li>• Submitted Purchase Order (PO) / Work Order / Contract shall be issued and executed within the last seven (7) years ending last day of month previous to the one in which applications are invited</li><li>• The document submitted as proof of execution must be specifically for the same concerned Purchase Order (PO)/Work Order/Contract submitted, clearly indicating the corresponding PO/Work Order/Contract number.</li></ul> <p>If any bidder submits a Purchase Order (PO) / Work Order / Contract with RCF for the tendered items / works or services</p>

within the applicable time period as specified, a confirmation regarding execution of the contract will be sought directly from the concerned user department in RCF. No clarification may be sought from the bidder in this case.

**(Fill details as per any one criteria mentioned above i.e. a or b or c and submit WO copies, BOQ copies & Completion certificates for verification. Kindly read Notes overleaf)**

Sr.	WO No. & Date	PO Value (Rs.)	Name of Customer
1			
2			
3			

Relaxation in (value only) experience criteria and Turnover for eligible startups shall be applicable for the subject tender.

**Details of Documents Mandatory for Startup Bidders:**

1. For STARTUP bidders it is mandatory to submit DIPP Certificate
2. For STARTUP bidders it is mandatory to submit certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation.
3. For STARTUP bidders it is mandatory to submit Incorporation certificate showing they are operating less than 10Years.

**SIGNATURE WITH STAMP**

**CREDENTIAL & ELIGIBILITY CRITERIA / PRE-QUALIFICATION DETAILS**

**NAME OF BIDDER:**

<b>7</b>	Turnover during last three financial years for year 2022-23, 2023-24, 2024-25 (Required minimum Avg. annual turnover of Rs. <b>5.72 Lakhs</b> ) (Rs. <b>4.29 Lakhs</b> for startup bidders). (Please submit Turnover Certificate issued by your CA for following financial years for verification OR submit P&L statements of following years) "Certificate / documents issued by Chartered Accountant with membership number, sealed and signed with UDIN number will be valid and accepted"	
	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 as mentioned above.	
	Sr.	Financial Year
	<b>1</b>	2024-25
	<b>2</b>	2023-24
	<b>3</b>	2022-23
	<b>Average Turnover for 3 years =</b>	

<b>8</b>	<p><b>Financial Soundness:</b> (The financial soundness should be CA Certified or Audited financial statement certified by CA).  <b>The net worth of the Bidder firm (contractor or principal of authorized representative) should not be negative on 'The Relevant Date'</b>. It means the net worth of the Bidder should not be negative in the balance sheet of last financial year (2024-25)  <b>AND</b>  Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. It means RELEVANT DATE for Net worth criterion is 31st March 2025 and Net worth for FY 2022-23, 2023-24, 2024-25 will be asked. Net Worth of bidder should not have eroded by more than 30% (thirty percent) in the last three years, ending on '31st March 2025'. [i.e. The net worth</p>
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	<p>of last financial year (FY 2024-2025) should not be less than 30% compared to the 3rd last financial year (FY 2022-2023)].</p> <p>In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable:  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 30 per cent than that of it's previously audited financial statement.  In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.  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 as mentioned above.</p>
9	<b>Provident Fund Registration No in the name of Bidder : (PF No) :</b> <b>PF No is in the Name of :</b> <b>Address of Firm as per PF no</b>
10	<b>Employee State Insurance Corporation Registration No in the name of Bidder : (ESIC No) :</b> <b>ESIC No is in the Name of :</b> <b>Address of Firm as per ESIC no</b>
11	<b>GSTN Registration No :</b> <b>(upload Scanned documents along with bid document as details in Annexure IV)</b>
	<b>SIGNATURE WITH STAMP</b>
12	<b>PAN No :</b> <b>PAN No is in the Name of :</b> <b>Address of Firm as per PAN no :</b>
15	Local Content as per MAKE IN INDIA POLICY by govt. of India with duly signed and stamped on each page by appropriate authority ( <b>ANNEXURE – XI</b> ) and Restrictions under Rule 144 of the General Financial Rules(GFRs) ( <b>ANNEXURE – XII</b> )
<b>Notes:</b> <b>Mere fulfillment of above eligibility criteria will not automatically ensures vendor's qualification / shortlisting for the job and RCF decision on this matter will be final &amp; binding.</b>	
<b>SIGNATURE WITH STAMP</b>	

**Relaxation in Experience criteria & Turnover for Start-Up BIDDER:**

**AWARD OF 10% QUANTITY/JOB OVER AND ABOVE SPECIFIED QUANTITY/JOB IN NIT IS NOT POSSIBLE.**

In above scenario, the following clauses will be part of bid/NIT document-

“

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

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

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

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

*Following relaxations will be given to Start-up bidders:*

*1) 25% relaxation in average turnover criteria*

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

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

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

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**ANNEXURE – II****COMMERCIAL TERMS & CONDITIONS****(KINDLY FILL THIS SHEET AND SUBMIT)**

**Name of the work: - “Value based Rate Contract for Supply and Application of Hot and Cold insulation in all plants at RCF Trombay Unit..”**

**BIDDER’S NAME:**

**NOTE:** Please note that any blank field left in the preceding confirmation box will be treated as Agreed.

<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put √ in front of your confirmation)
1	<b>DEFECT LIABILITY PERIOD (GUARANTEE PERIOD): 12 (Twelve) Months</b> from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	<p><b>LIQUIDATED DAMAGE (LD) CLAUSE:</b> Sum equivalent to 0.5% (half) percent of the contract value of the delayed Works/Services for each week (or day or hour, as the case may be) of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay (exceeding 25% of the completion period) this maximum deduction of LD shall be 10% of the executed value of the contract.</p> <p>Both Seller and Purchaser agree that the above percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. (Agreed by RCF)</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	<b>SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE AS PER NIT</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	Whether the party have been 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. <b>(Declare the same as per Annexure A)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	<b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGHOUT CONTRACT PERIOD.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6	<b>STATUTORY VARIATIONS:</b> ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF’S ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

**SIGNATURE WITH STAMP****( KINDLY FILL THIS SHEET AND SUBMIT)**

**Name of the work: - “Value based Biennial Rate Contract for Hot and Cold insulation jobs in all plants at RCF Trombay Unit. (Supply & Apply).”**

**BIDDER’S NAME:**

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

7	Whether The <b>Proprietor</b> Is From <b>SC/ST</b> Category (Please Attach Caste Certificate Issued By Competent Authority Else You Will Not Be Considered Under SC/ST Category)	<input type="checkbox"/> Yes <input type="checkbox"/> NO
8	The Bidder has read each and every point of Tax Compliance ( <b>Annexure VII</b> ) related to GST in Tender Document, understood and accepted all the terms and conditions of Tax Compliance related to GST.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
9	<b>TENDER CONDITIONS AND SPECIAL CONDITIONS IF ANY: THE BIDDER HAS READ EACH PAGE OF TENDER DOCUMENT, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF TENDER DOCUMENT. (DEEMED AS SIGNED THE TENDER DOCUMENT)</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
10	THE BIDDER HAS READ EACH PAGE OF <b>ALL THE ANNEXURES RELATED TO STATUTORY COMPLAINTS (PF, ESIC, BOCW etc.)</b> , UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS MENTIONED IN THE ANNEXURES AND ACCEPTED PENAL PROVISIONS MENTIONED IN NIT.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
11	<b>Payment Terms:</b> The Contractor shall be entitled to be paid monthly for running account bill on the basis of the actual work executed at the rates mentioned in the bill of quantities of the work order. Net payable amount shall be released within seven days from the date of Certification of the bill by the Engineer.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
12	<b>DEVIATION IF ANY</b> {Any deviation is to be given in separate page below Commercial Terms & Conditions (Annexure - II)}	<input type="checkbox"/> No <input type="checkbox"/> Yes
13	Whether the party is registered as STARTUP (please furnish the proof)	<input type="checkbox"/> No <input type="checkbox"/> Yes
14	All STARTUP bidders shall submit DIPP Certificate	Mention DIPP No.
		<input type="checkbox"/> Not Applicable
15	All STARTUP bidders shall submit certificate issued by CA with UDIN to prove that they have not exceeded the turn over limit of Rs. 100 Crores or as set by GOI from time to time in any of the preceding years since incorporation.	Mention UDIN No.
		<input type="checkbox"/> Not Applicable
16	For STARTUP bidders it is mandatory to submit Incorporation certificate showing they are operating less than 10 Years	Mention No.
		<input type="checkbox"/> Not Applicable

**SIGNATURE WITH STAMP**

**ANNEXURE - A**

**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 debaring 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** :-

**ANNEXURE - B**

**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** :-

**ANNEXURE – III**

**PROCESS COMPLIANCE FORM**

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

To

**M/s. Rashtriya chemicals and fertilizers Limited.  
Trombay Unit, Chembur Mumbai**

**Attention :**

**Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering & e-reverse auction**

Dear Sir,

**This has reference to the Terms & Conditions for e-Tendering & e-reverse auction (if applicable) mentioned in the NIT**

We hereby confirm the following –

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

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no.:

Mobile no. :

**UNDERTAKING REGARDING ABIDING BID CONDITIONS**

(To be submitted by the party on their Companies letter head with duly signed and stamped)

To,  
**Rashtriya Chemicals and Fertilizers Limited,**  
**Chembur, Mumbai- 400074.**

Dear Sir,

I / We M/s .....are ready give declaration for the below mentioned two points (1 & 2).

1. I / We will not involve ourselves or our employee in any act of cartelization and if we are found to be doing any form of cartel, then RCF Ltd is authorized to initiate suitable action against us as decided by the Company.
2. I / We have read, Understood and we are agreed for the below mentioned points.

<b>Sr. No</b>	<b>Description</b>
1.	Instruction for Tenderers for Submission / Uploading of tender.
2.	Methodology of Uploading of rates in Price Bid (BOQ).
3.	Evaluation Criteria.
4.	Basis of Award of Contract / Validity of Tenders.
5.	Submission of Pre-qualification details.
6.	Submission of Supporting Documents / Certificates for Prequalification
7.	Scope of Work, Terms and Conditions, Other Terms and Conditions if any
8.	Procedure for E-reverse Auction
9.	List of Approved Banks.
10.	We have visited the Site and understood the Scope of Work
11.	Submission of Solvency Certificate
13.	Format of Bank Guarantee.
14.	Format of Agreement.
15.	Disciplinary Measures Governing Terms and Conditions of Civil Contracts.
16.	Process Compliance Form (e-tender & e-RA)
17.	Submission of Vendor Updation form

**Sign and Seal of Tenderer /Authorized Person**

**R  
A  
S**

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

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

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

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

### **1.1.0 Instructions for submission of Tender**

1.1.01 Every tender shall be made out in English, Hindi or Marathi language. All other information will also be supplied by the 'TENDERER' in English, Hindi or Marathi language. Only one language will be used in the tender. In case of conflict the English version shall prevail. All

amounts shall be indicated by TENDERER both in works as well as in figures. Whether there is difference between prices quoted in figures, and words, corresponding amount quoted in words shall prevail.

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

All tenderers are requested to submit their tenders STRICTLY as per the instructions given below in the instruction. Tenders should be submitted personally in the tender box at the Office of Chief Material Manager, Purchase Section, Administrative Building, Chembur, MUMBAI - 400 074, INDIA, or sent by Registered Post to the same address so as to reach well in advance of the closing date and time.

The envelopes containing the tender should be superscribed with The Tender No. and Date of opening.

### **1.1.02 Submission of Tenders**

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

- i. Technical part of tender  
The first sealed envelope should contain all copies of technical details of the tender. The cover should be clearly marked "Technical part of tender".
- ii. EMD & Unpriced Commercial part of Tender.

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

iii. Commercial Tender with Price.

The third sealed envelope should contain all copies of the Commercial part of the tender with Price details. The cover should be clearly marked "Commercial part of tender with Prices".

1.1.03 All the three envelopes should be put into an outer envelope duly sealed. All these four envelopes should be properly super scribed with our "Tender No. and Due Date and Brief Description and the Name of the CONTRACTOR for proper identification.

## **2.0.00 Clarifications**

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

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

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

## **3.0.00 Tender opening**

**3.0.01** Tenders will be opened in two stages  
Part I – Technical & Unpriced Commercial part of the tender.

Part II – Commercial part of the tender with prices.

**3.0.02** The Technical and Unpriced Commercial part of tender (part-I) will be opened on the prefixed date in the presence of TENDERERS (only public

tenders) and their representatives who desire to attend the tender opening.

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

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

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

## **4.0.0 EARNEST MONEY DEPOSIT**

**4.0.01 Earnest Money Deposit 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 3177 (10.00 a.m. to 5.00 p.m.)**

**4.0.02** Any request to adjust Earnest Money Deposit out of the tenderer's running bills or pending payments will not be considered and the tender will be treated as without Earnest Money Deposit.

**4.0.03** Tenders without Earnest Money Deposit or with the Earnest Money Deposit in a manner other than in what is mentioned above are liable to be rejected at the discretion of RCF.

**4.0.04** Government of India Undertakings, Small Scale Industries Registered under single point registration with National Small Scale Industries Corporation and RCF Ancillary Units are exempted from the payment of Earnest Money Deposit.

## **4.0.05 Forfeiture of Earnest Money Deposit.**

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

stipulated time the amount of Earnest Money is liable to be forfeited.

#### **4.0.06 Refund of Earnest Money**

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

#### **5.0.00 SECURITY DEPOSIT.**

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

The amount of security deposit to be furnished is 10% of CONTRACT value.

The CONTRACTOR will have to give security deposit as specified in the tender in the form of either a Demand Draft in favour of Rashtriya Chemicals & Fertilizers Limited payable at Mumbai, or by means of a Bank Guarantee as per RCF's proforma (as ANNEX - 9) from any Nationalized/ Scheduled Bank included in the RCF's approved list of Banks for Bank Guarantees attached at Annexure-7. The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the tender. The Bank Guarantee should be forwarded by the CONTRACTOR's Banker directly to RCF with the covering letter of the Bank. RCF reserves the right to insist on Security Deposit in the form of Demand Draft from any CONTRACTOR.

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

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

#### **6.0.00 PERFORMANCE GUARANTEE**

The CONTRACTOR shall provide Bank Guarantee for performance, in case of is specified in invitation to bid, equivalent to value of Security Deposit for a period of 15 months from the date of commissioning or 21 months from the completion of supplied whichever is earlier (or as specified in invitation to bid). Security Deposit can be converted into Performance Guarantee at the discretion of RCF.

#### **7.0.0 VALIDITY OF TENDERS.**

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

#### **8.0.0 TENDER INFORMATION**

Tenders should include inter alia the following information.

##### **8.0.01 Technical & Unpriced commercial part of tenders (Part-I)**

- I. Technical Part.
  - a)- Invitation to tender No.
  - b)- Scope of Supply.
  - c)- Complete description of equipment/material supported by brochure, catalogue and/or other descriptive standard documents.
  - d)- Completed data sheets as per the requirement of the tender.
  - e)- Lay out drawings of sketched with (approximate) dimensions of equipment and indications of limits of supply.
  - f)- Information on shipping weights and volume with special attention to heavy and over size package.
  - g)- Itemized list of spare parts of
    - i)- Erection and commissioning
    - ii)- Two years operation.
  - h)- Initial supply of spare parts will be ordered on the successful TENDERER. For further orders of spares the TENDERER

shall indicate the nearest sources of supply from MUMBAI.

i)- List of Special Maintenance tools, material fixtures and special erection tools and equipments.

j)- TENDERER shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.

k)- List of similar equipments in operation indicating there in whether visits to the plants can be arranged.

l)- Third party inspection programmed and scope of work.

m)- Nature of Maintenance assistance available or offered by the TENDERER.

n)- Nature of Erection and commissioning assistance offered by the TENDERER.

o)- The TENDERER should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.

p)- A certificate that the technical tender is in total conformity with RCF's specification and if not the list of exclusions and/or deviations.

q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

II Unpriced Commercial part of tenders.

a)- Invitation to tender No.

b)- Earnest Money Deposit, Draft No. and date, Payee Branch of the Bank.

c)- Terms of payment.

d)- Guaranteed delivery period for each item

e)- Places of manufacture with the address.

f)- Statement that the liquidated damages or the force majeure clause of RCF and standard terms and conditions are agreeable.

g)- Statement showing that the security and performance guarantee clauses, standard terms and conditions are fully agreeable.

h)- Country of Origin.

i)- Statement showing the date of expiry of agreement with the Labour Union of the CONTRACTOR.

J)- Statement that shipping terms are defined by INCOTERMS 2000.

K)- Copies of commercial part of tenders with all prices duly blanked out.

L)- Certificate showing that the offer is in total conformity with the terms and conditions as specified in the NIT. If not, list of all deviations should be given with proper justification.

m)- Particulars relating to tenders as follows:

1)- Year of establishment.

2)- Name of Bankers.

3)- Certificate of CONTRACTOR's financial status from Contractor's Bankers.

4)- Name of the parties for whom similar orders have been executed earlier with their address and dates of equipment supplies and certificate from such companies/firms for the orders which have been executed.

5)- Status of TENDERER from duly filled should be enclosed.

6)- Latest Income tax Clearance Certificate/PAN No. (Xerox Copy) In case RCF wants to see the original Income Tax clearance certificate, the same should be produced at short notice.

7)- Sales Tax Registration No., Sales Tax Clearance Certificate. If exempted from Sales Tax, exemption certificate.

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

a)- Invitation to tender No.

b)- Tender abstract sheet,

c)- Price schedule as applicable. If required by RCF price schedule should be given as per RCF format.

d)- Item wise price list of recommended spare parts.

e)- Tenderer's after sales service charges is any.

f)- Certificate that prices are valid for 120 days from the tender closing date for

placement of Purchase Order/work Order.

g)- A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.

### **9.0.00 Currency and Country of Origin.**

#### **9.0.01 Currency.**

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

#### **9.0.02 Country of Origin.**

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

### **10.0.0 Transmission of Tenders.**

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

### **11.0.00 Accompaniments.**

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

### **12.0.0 Compensation for submission of tender.**

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

### **13.0.00 Pricing.**

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

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

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

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

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

**13.0.06** The tender shall be based on firm F.O.B/F.A.S. price and on reliable basis estimate of the freight cost from the port of loading to Mumbai Port should also be given.

Where there are special shipment terms for ODC/heavy lifts covered by special freight CONTRACT which will have to be unloaded by ship's own Derricks/Jumbo cranes destination port, price shall be on C & F terms only.

The Indigenous Tenderers shall quote free delivery at RCF Trombay site, and also give separately a reliable estimate of freight/transportation charges to site.

**13.0.07** Tenderers are required to state the name of proposed manufacturers of every item of equipment, which does not fall under their manufacturing range at the time of submitting the tender. All tenders shall be in the currency of the country from which the equipment and services are to be acquired. In case of:

- i. Tenders submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s).
- ii. Tenders submitted by Manufacturer(s) located in Indian and Foreign sub-supplier(s) and
- iii. Tenderers submitted by Foreign Manufacturer(s) with sub-supplier(s), located in India.

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

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

#### **14.0.00 Price adjustment/escalation**

THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT OT NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD, except for Statutory Levies namely Excise Duty, Sales Tax and Octroi. Rate of Excise Duty, Sales Tax and Octroi, applicable on the date of submission of the tender should be clearly mentioned in the tender. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory Levies RCF shall restrict the payment of Statutory Levies as prevalent on the

delivery date, as mentioned in the Purchase Order or Work Order and amendment(s) thereto. TENDERER shall submit to RCF necessary documentary evidence as may be required to enable RCF to determine the rates of Statutory Levies applicable on the contractual delivery date.

#### **15.0.00 Agency Commission**

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

#### **16.0.00 Tenderer's Obligation.**

i)- To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.

ii)- To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.

iii)- Place goods along side vessel of dock in FAS and on board in case C&F, FOB tenders and deliver material free at our Trombay site in case of Indian tenderers.

iv)- Provide RCF with clean on board Bill of Lading or clear R.R.

v)- Make good any damage or loss or both, until goods are delivered alongside in FAS and on board in C&F and FOB contracts and in respect of Indian Contracts, until goods are delivered or until goods are delivered to carriers in case of ex-factory delivery or until goods are delivered to RCF site in case of free delivery to RCF.

vi)- Before submitting the tenders, the tenderers should satisfy themselves of all existing conditions, limitations and official regulation at the site of the work and enroute and the laws governing the CONTRACT. No claim whatsoever shall be entertained on the grounds of ignorance of site conditions and/or conditions prevailing in the surrounding areas.

#### **17.0.0 Standard & Measurements.**

Codes or standards equal or of higher quality than the codes or standards stipulated in the Invitation to Tender will be acceptable.

Where a brand name with the phrase “or equal” have been specified in the Invitation to tender. TENDERER may quote for alternative articles or materials, which have similar characteristics and provide equal performance and quality to that specified.

Metric system has been adopted in the preparation of all design, engineering, and drawing including piping and tubing schedules. The tenderers also shall follow the metric system.

### **18.0.00 Right of Acceptance & Rejection of Tender.**

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

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

### **19.0.0 Splitting of Tender.**

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

### **20.0.00 Right of cancellation of CONTRACT.**

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

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

20.1.02 The CONTRACTOR fails to execute the job in time.

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

20.1.04 The CONTRACTOR attempts for any corrupt practices.

20.1.05 The CONTRACTOR becomes bankrupt or goes into liquidation.

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

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

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

20.2.01 RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.

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

### **21.0.00 Termination of CONTRACT for Convenience.**

**21.0.01** RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination if for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.

**21.0.02** The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.

For the balance work RCF may opt:

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

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

### **22.0.00 Correspondence.**

All correspondence in respect of this invitation to tender should be made in English quoting tender

invitation reference number appearing on the front page. Correspondence should be addressed in duplicate to:

GENERAL MANAGER (Commercial), Rashtriya Chemicals & Fertilizers Limited, Administrative Building, (Ground Floor), Chembur, MUMBAI 400 074, INDIA. Tel: +91-22-25522261.

Fax No. +91(22) 25522320/25522233

### **23.0.00 Comparative Analysis of Tenders**

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

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

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

i)- Tenders quoting firm price will be given preference over the tender's prices subject to escalation.

ii)- Guaranteed deliver period as stipulated in the invitation to tender.

iii)- Technical Quality (efficiency, reliability and suitability)

iv)- Terms of payment – an Interest rate of 12 %] per annum or such other rate as decided by RCF from time to time will be used to compute the evaluation of prices in case of advance or progressive payments.

v)- Tenderers' experience in manufacturing similar equipment for similar duties and whether such

equipments are in service and operating successfully at designed conditions.

vi)- Maintainability and availability of maintenance assistance/support if India.

vii)- Cost and availability of spare parts.

viii)-Cost of vendor's assistance in Erection and commissioning.

ix)- Cost of expediting and inspection.

x)- Tenderers' guarantee (nature of warranty and warranty period).

xi)- Compliance with tender terms, specifications, drawings and data sheets.

xii)- Willingness to give shop drawings of spare parts and main equipments.

xiii)- Tenders from Indian Public Sector Units.

### **24.0.00 Terms of payment.**

#### **24.0.01 Foreign Suppliers**

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

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

#### **24.0.02 Indigenous suppliers.**

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

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

i)- Defective work not remedied.

ii)- Failure of the CONTRACTOR to make payment properly or for materials or for labour.

iii)- Reasonable doubts that the CONTRACT cannot be completed with the balance CONTRACT.

iv)-Damage to another CONTRACTOR or to RCF property and probable filing of claims.

v)- For other reasons mentioned elsewhere in NIT.

### **25.0.00 Advance payment.**

In case of large contracts if the CONTRACTOR essentially needs any advance payment then this should be clearly indicated in the Unpriced commercial part of the tender documents. If approved by RCF, such advance payment will be released only on furnishing of suitable bank guarantee as per proforma enclosed (Annexure-) for an amount equivalent to 110% of the advance payment. AN INTEREST RATE OF 12 % OR SUCH OTHER RATE AS MAY BE DECIDED BY RCF FROM TIME TO TIME WILL BE USED AT THE TIME OF EVALUATION TENDER.

### **26.0.00 Period for the completion of the CONTRACT.**

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

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

specifically stated in the Purchase Order or Work Order.

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

### **26.0.01 PRICE REDUCTION FOR LATE DELIVERY**

In the event that the CONTRACTOR fails to meet the time schedule agreed for submission of documents and/or supply of equipments or materials the CONTRACTOR agree for price reduction. The agreed price reduction will be calculated on the total CONTRACT price including subsequent modifications if any, and price escalation, if contractual but exclusive of spare parts.

i. In case of delay in supply of documents total price shall be reduced at the rate of 0.1% for complete week of delay subject to a maximum of 0.5% per document group.

ii. In case of delay in delivery of equipment/material including shipping documents price shall be reduced at the rate of 0.5% for complete week of delay subject to maximum of 5% of CONTRACT value.

One week's grace period will be granted in the calculation of the delay. Date of delivery is the date of clean on board Bill of Lading or date of clear R/R

and in case of direct delivery to our Stores the date of receipt at Stores.

Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the CONTRACT wholly or partially and make alternative arrangement at the risk and cost of the CONTRACTOR with a notice of seven days to the CONTRACTOR.

### **27.0.00 Inspection and Testing.**

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

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

### **28.0.00 SUB CONTRACT.**

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

any of his contractual obligations and responsibilities.

### **29.0.0 Disputes and Arbitration**

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

### **30.0.0 Transit Risk Insurance.**

All consignments under the CONTRACT, which are despatched to RCF, will be covered for Transit Insurance under RCF's Open General Insurance Policy with the underwriters

M/s. ORIENTAL INSURANCE COMPANY LIMITED.  
MCDO 18, Second Floor, NM Marg Ballard Estate,  
MUMBAI - 400 001

CONTACT PERSONS:

(i) Mr. Shubham Bansod

MOBILE NO. : 09920335472

E-MAIL ADDRESS :

Shubham.bansod@orientalinsurance.co.in

(ii) Mr. Subham Mahato

MOBILE NO. : 09594645825

E-MAIL ADDRESS :

subham.mahato@orientalinsurance.co.in

(iii) Mr. Vishvesh Kelkar

MOBILE NO. : 09819622859

E-MAIL ADDRESS :

vh.kelkar@orientalinsurance.co.in

or such other Insurance Company as may be prescribed by RCF from time to time.

Advance intimation of dispatch of consignment(s) shall be given by the CONTRACTOR to our underwriters indicating there in the manner of dispatch, nature of packing, weight and such other details as required for insurance coverage. The CONTRACTOR should ensure that the above information is forwarded under Registered Acknowledgement Due Letter, and

acknowledgement received is kept in their record. The contractors shall also ensure that supply of material is adhered to as per CONTRACT and packings are as per specifications laid out under Marine Insurance Guidelines.

CONTRACTOR shall assist RCF, Insurance Co., Surveyors, and any other coordinating agency appointed by RCF for early settlement of claim(s) if any.

CONSIGNMENTS DESPATCHED ON "CIF" OR "FREE DELIVERY TO RCF" BASIS SHALL NOT BE INSURED AGAINST RCF'S OPEN GENERAL INSURANCE POLICY.

#### **30.0.01 Indigenous Suppliers.**

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/s. ORIENTAL INSURANCE COMPANY LIMITED.

MCDO 18, Second Floor, NM Marg Ballard Estate, MUMBAI – 400 001

CONTACT PERSONS:

(i) Mr. Shubham Bansod # : 09920335472

E-MAIL ADDRESS :

Shubham.bansod@orientalinsurance.co.in

(ii) Mr. Subham Mahato #09594645825

E-MAIL ADDRESS :

subham.mahato@orientalinsurance.co.in

(iii) Mr. Vishvesh Kelkar # 09819622859

E-MAIL ADDRESS :

vh.kelkar@orientalinsurance.co.in

or such other Insurance Company as may be prescribed by RCF from time to time.

The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched with dispatch particulars.

#### **30.0.02 Foreign Suppliers.**

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

#### **31.0.0 Taxes and Duties**

All taxes and duties should be shown separately in the tender where ever applicable. RCF is registered under Central Sales Tax Act as well as Maharashtra Sales Tax Act. Central or Maharashtra Sales Tax as applicable should be stated in the quotation. In case of CST 'C' Form will be issued. Our CST No. is 400074 – C.I. dated 01.04.96 and MST No. 400074 S

I dated 1.4.96. Excise duty as applicable should also be clearly and separately shown in the tender. CONTRACTOR shall submit all original documents for payment of Excise Duty, Customs Duty, Octroi, etc.

#### **32.0.00 Jurisdiction of Court**

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

#### **33.0.0 Secrecy**

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

#### **34.0.00 Law governing the CONTRACT**

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

#### **35.0.00 Negotiations**

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

#### **36.0.00 Other Requirements**

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

1)- A certificate signed by Independent Chartered Accountant furnishing the names of any Associated Units of the TENDERER or names of any Units in which any of the Directors/Partners of the TENDERER has any interest. In case the TENDERER has no associated unit and/or none of the Directors/ Partners have interest in any other unit(s) they should furnish a certificate from Chartered Account of this effect.

2)- CONTRACTOR should declare the name(s) of his or the firm's partners/relatives if they are working in RCF. If relative(s) of CONTRACTOR is/are working in RCF, a certificate to this effect shall be furnished by the CONTRACTOR.

3)- CONTRACTOR should furnish the latest Income Tax Clearance Certificate.

4)- CONTRACTOR should furnish the Solvency Certificate issued by their Bankers in a sealed cover.

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

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

#### **37.0.00 Force Majeure.**

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

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

Should one or both the parties be prevented fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances, which are themselves, force majeure.

CONTRACTOR shall endeavor to prevent, overcome or remove the causes of force majeure.

No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

#### **38.0.00 Patent Rights.**

The CONTRACTOR shall fully indemnify RCF, its customers and users, against any action, claim or

demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the CONTRACTOR.

epidemic, strikes, lockouts lasting more than 14 consecutive calendar days sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority.

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

Should one or both the parties be prevented fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances, which are themselves, force majeure.

CONTRACTOR shall endeavor to prevent, overcome or remove the causes of force majeure.

No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

#### **38.0.00 Patent Rights.**

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

1. Debarment is classified under following two types:

(i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.

(ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

**Definitions**

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

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

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

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

**Debarment by RCF, limited to only RCF-**

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

a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

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

*(i) prohibition of*

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

*(ii) disclosure of conflict of interest.*

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

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

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

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

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

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

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

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

*(i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*

*(ii) (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.*

*(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.*

*(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*

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

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

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

11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.
12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

### **Revocation of Orders**

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

### **Other Provisions (common to both types of debarment)**

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.
18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
20. The period of debarment shall start from the date of issue of debarment order.
21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

**GST DETAILS & TAX COMPLIANCE CLAUSES RELATED TO GST  
To be obtained on the letter head of the tenderer**

1. GST registration Number (15-digit GSTIN). \_\_\_\_\_
2. Separate GST registration number for each business in the same state.
3. State wise GST registration Number (having different business in different state).
4. Undertaking / indemnification (as per the format in Annexure-) for not liable for GST registration.
5. Declaration for composition scheme under GST indicating GST registration number (as per the format in annexure-)
6. HSN (Harmonized System of Nomenclature) code for good being supplied by vendor for each enquiry being floated each and every line item.
7. Service Accounting Code (SAC) of classification of Services under GST for each and every line item for which enquiry is being floated. : **SAC** - \_\_\_\_\_
8. GST@ 18% will be payable extra however if GST applicable (as per the bidder) is different than 18% for entire job/ for each and every line item of subject work, same shall mentioned below and submit along with Bid document.

<b>CGST</b>	
<b>SGST</b>	
<b>IGST</b>	

## TAX COMPLIANCE CLAUSES RELATED TO GST

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/her 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/her 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**

**HSE REQUIREMENT**

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

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

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

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

**I. General Instructions:**

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

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

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

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.

- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

### **III. Health of contractor employees:**

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

### **IV. Safety Training:**

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

### **V. General Safety Instructions:**

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued-for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to

RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.

- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

#### **SN BIS codes Information**

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

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

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

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.

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

**B. Safety precautions during cutting/welding job:**

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

**C. Safety precautions during Radiography:**

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

**D. Safety precautions during shot blasting:**

1. The contractor should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask, cut

resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.

7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.
10. Ensure proper earthing to the short blasting Gun & Machine

**E. Safety precautions during hydro jet cleaning:**

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

**F. Safety precautions while Online leak sealing jobs:**

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

**G. Safety precautions while Onsite Safety valve testing:**

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

**H. Safety precautions while using electrical appliances:**

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.

3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

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

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

**J. Safety precautions for Confined space job:**

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

**K. Safety precautions for working at fragile roof:**

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)

3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

**L. Safety Provision while Excavation and Dewatering activity:**

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

**Penalty for violation of safety rules at work place:**

**Violations:**

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

**Disciplinary Actions:**

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

**For the first violation:**

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

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

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

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

In case if the same labor /manpower is caught as a defaulter for the 3<sup>rd</sup> 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 <sup>st</sup> time violation (in a Calendar Year)	2 <sup>nd</sup> time Violation (in a Calendar Year)	3 <sup>rd</sup> 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

	<b>Safety violations by Transport contractors</b>	1 <sup>st</sup> time violation (in a Calendar Year)	2 <sup>nd</sup> time Violation (in a Calendar Year)	3 <sup>rd</sup> 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](http://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](http://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.

# The Maharashtra Factories Rules

## FORM 6 (See rule 18) Certificate of Fitness

1. Serial No. .... Serial No. ....  
Date ..... Date .....
2. Name ..... I hereby certify that I have personally
3. Father's name..... Examined (name) .....
4. Sex .....
5. Residence.....son/daughter of .....

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

7. Physical fitness .....

8. Descriptive marks

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

9. Reason for-

(1) refusal of certificate .....

or

(2) certificate being revoked .....

Left hand  
Thumb  
impression  
Initials of Certifying Surgeon.

Left hand  
Thumb  
Impression  
Certifying Surgeon.

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

**ANNEXURE - IX**

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. **E 3157 TROM/2908/OPEN(PHS)/3/2026-  
CONTRACT CELL** as a Manufacturer / Trader of offered material

b) We hereby declare that we have submitted the bid under Make In India policy and that the local content in the offered material 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 (ies) / Govt. authorities for the purpose of assessment of local content, action shall be taken against us in line with Make In India Policy.

With regards,

**Signature with company seal**

**Name** :-

**Company / Organization** :-

**Designation** :-

**E-mail Id** :-

**Tel no. / Mobile no** :-

**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23<sup>rd</sup> 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/CPP Portal. [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.

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

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

**Bank Guarantee No.** \_\_\_\_\_ **dated** \_\_\_\_\_

M/s Rashtriya Chemicals and fertilizers Limited,

.....;  
.....  
.....

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s \_\_\_\_\_ having its registered/principal office at \_\_\_\_\_ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of Contract / Work Order / Purchase Order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier / contractor, we, \_\_\_\_\_ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We \_\_\_\_\_ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].

2. We, \_\_\_\_\_ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.

3. We \_\_\_\_\_ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.

4. We \_\_\_\_\_ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for 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

**ANNEXURE – XII**

LIST OF APPROVED BANKS FOR BANK GUARANTEES			
(As on 30.08.2021)			
<b>A) Nationalised Banks</b>		<b>12 Nos.</b>	
<b>Sr.NO.</b>	<b>Name of Bank</b>		
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 & Union Bank of India)		
10	State Bank of India		
11	UCO Bank		
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)		
<b>B) Other Private Banks</b>		<b>17 Nos.</b>	
<b>Sr.NO.</b>	<b>Name of Bank</b>	<b>Sr.NO.</b>	<b>Name of Bank</b>
1	Axis Bank Ltd.	10	Federal Bank Ltd.
2	Catholic Syrian Bank Ltd.	11	Jammu & Kashmir Bank Ltd.
3	City Union Bank Ltd.	12	Karnataka Bank Ltd.
4	HDFC Bank Ltd.	13	Karur Vysya Bank Ltd.
5	ICICI Bank Ltd.	14	YES Bank
6	IDBI Bank Ltd.	15	IDFC Bank
7	Kotak Mahindra Bank Ltd.	16	Indusind Bank Ltd
8	South Indian Bank Ltd.	17	RBL Bank Ltd
9	Tamilnad Merchantile Bank Ltd.		
<b>C) Foreign Banks</b>		<b>16 Nos.</b>	
<b>Sr.NO.</b>	<b>Name of Bank</b>		
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

**ANNEXURE – XIII**

<b>VENDOR DATA UPDATION FORM</b>						
Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.						
<b>SN</b>	<b>Title</b>	<b>Sub Titles</b>		<b>Purpose to be used for</b>		
<b>I</b>	<b>NAME</b>	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		<b>RCF Vendor Code</b> (for existing RCF Vendors)				
		<b>RCF Vendor Code</b> (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
<b>II</b>	<b>ADDRESS</b>	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country	*			
		Region Code		<i>will be filled by RCF</i>		
<b>III</b>	<b>SUPPLY STATE</b>	District / State	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
<b>IV</b>	<b>REGISTRATION NUMBER</b>	Company registration number	*			
<b>V</b>	<b>BIDDER TYPE</b>	India / Foreign	*			
<b>VI</b>	<b>COMPANY DETAILS</b>	Company's Establishment Year	*			
		Company's Nature of Business	*			
		Company's Legal Status: Limited company / Undertaking / Joint venture / Partnership / Others	*			
<b>VII</b>	<b>COMMUNICATION</b>	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		<b>by email only</b>		
<b>VIII</b>	<b>ACCOUNT CONTROL</b>	If also a RCF's Customer?		Yes / No		
		Group Key		<b>will be filled by RCF</b>		
<b>IX</b>	<b>TAX INFORMATION</b>	Goods and Service Tax Network (GSTN) No.				
		PAN NO.				
<b>X</b>	<b>DETAILS OF BANK</b>	Bank Key		<b>will be filled by RCF</b>		
		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		<b>will be filled by RCF</b>		
<b>XI</b>	<b>REFERENCE DATA</b>	Industry (whether PSU, air force, military, Govt., others)	*			
		Micro / SSI Status (Whether Micro, Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006) Ancillary unit	*			
		Proprietor is from SC/ ST category	*			
	<b>For new vendors :</b>					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	<b>Enclose a blank Cheque/a photocopy of the Cheque.</b>					
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					
				<b>Signature</b>	.....	
<b>Place:</b>		Common Seal		<b>Name</b>	.....	
<b>Date:</b>				<b>Designation</b>	.....	

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

## 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 Tender)

RCF seeks a competent contractor to provide all skilled manpower, expert supervision, certified materials, transportation, tools, and equipment on a Supply & Apply Basis for all routine, repair and maintenance jobs related to hot and cold thermal insulation at the RCF Trombay plant. Work will be assigned "As and where required" throughout the contract period. The scope covers requirements for supplying and applying thermal insulation materials to equipment, piping, and related components.

### A. SUPPLY AND APPLICATION OF HOT INSULATION:

Hot insulation jobs shall be carried out for various plant facilities, including Pipelines, Exchangers, Reactors, Steam Drums, Towers, Tanks, Turbines, Pumps, etc., in accordance with IS:14164.

#### a) To be used generally for Pipeline Sizes up to & including 10" NB Diameter

Pre-formed fibrous pipe (rock wool) insulation sections of the necessary thickness that meets the full characteristics of IS:9842 Group 3, along with the following Outer Cover finishing, to be applied as instructed by the concerned RCF Engineer In-charge (EIC):

- i) Plain Aluminium Sheet finish, of 22 SWG (For pipes, valves, flanges and other areas)
- ii) Corrugated Aluminium Sheet finish, of 24 SWG (For column, vessels and equipment)
- iii) Water-proofing Compound finish.

#### b) To be generally used for Pipeline Sizes above and including 12" NB Diameter.

LRB (Bonded Mineral Wool) mattresses with one side GI wire netting of 22 SWG, of the necessary thickness that meets the full characteristics of IS:8183 Group 4, along with the following Outer Cover finishing, to be applied as instructed by the concerned RCF Engineer In-charge (EIC):

- i) Plain Aluminium Sheet finish, of 22 SWG (For pipes, valves, flanges and other areas)
- ii) Corrugated Aluminium Sheet finish, of 24 SWG (For column, vessels and equipment)
- iii) Water-proofing Compound finish.

**Material Specification of LRB mattress and preformed pipe:** - All materials (LRB mattress/pre-formed pipe) must comply with IS:8183 / IS:9842 latest edition, meeting requirements for Thermal Conductivity, Incombustibility, Moisture content, and Shot content along with all other relevant characteristics.

**LRB Mattress / Pre-formed Pipe Sections Insulation material must be supplied by one of the following: M/s. Lloyds insulation (India) Ltd, M/s. Rockwool India Ltd, M/s. Minwool Rock Fibers Ltd., M/s NGPIL and HYSIL of M/s HIL Ltd or an equivalent brand.**

#### c) Procedure to be followed during application of Hot Insulation is as follows-

- i) **Safety Work Permit:** Contractor has to obtain the necessary "Safety work permit" before starting the jobs. The contractor has to comply all the safety requirements for the execution of the jobs as per instructions of Plant Safety Officer/ Site Engineer in-charge of respective unit. The "Safety work permit" has to be returned back to site EIC of respective unit after completion of the jobs.

- ii) **Scaffolding:** Proper tubular metallic scaffolding to be erected as & where required strictly complying with prevailing safety regulations.
- iii) **Removal of Existing Material:** Remove the existing aluminium cladding and insulation wool.
- iv) **Material Segregation and Disposal:** All removed material must be sorted into either reusable material or scrap material, according to the instructions provided by the RCF Engineer-in-Charge (EIC). The contractor is responsible for the safe custody of all reusable material. Scrap material must be packed in plastic bags and disposed of in the designated garbage yard, as directed by the RCF EIC.
- v) **Surface Preparation and Cleaning:** Surfaces designated for insulation must be thoroughly cleaned of all loose scale, rust, grease, dust, oil, or any other foreign matter. The cleaned surfaces must be completely dry before beginning insulation work. RCF may conduct Non-Destructive Testing (NDT) on the pipe/vessel/equipment if deemed necessary. The cleaning and insulation application procedures require the approval of the RCF EIC.
- vi) **Painting / Coating:** If required by RCF EIC, the Contractor must apply one coat of HR (Heat Resistant) paint and allowed to dry before application of insulation. RCF will supply the necessary paint free of cost.
- vii) **Stainless Steel Lines (SS Lines):** Wrap the surface with 0.1 mm thick SS Foil, ensuring a 50mm overlap at both Longitudinal and Circumferential joints. Secure the foil using 0.9mm thick, SS 304 Wire, tied at a maximum pitch of 500mm taking every precaution to avoid formation of pin holes or cracking in the aluminium foil.
- viii) **Insulation Application:** Apply the insulating materials (such as LRB Mattress) as specified by the RCF EIC. The LRB Mattress (of specified thickness) must be tightly secured in position using Type 304, 20 SWG Stainless Steel wire, laced at intervals of 300 mm.
- ix) Insulation on piping must stop short of flanges to allow sufficient clearance for bolt withdrawal during fitting or maintenance. The remaining gap shall then be completed using carefully cut segments of the same insulation material/sections used for the pipes.
- x) **Expansion/Contraction Joints:** Insulation expansion / contraction joints shall be provided wherever specified on drawings or deemed necessary to prevent random cracking caused by pipe/vessel movement. The aluminium cladding must also be designed to accommodate this expansion and contraction at the joint locations.
- xi) **Tracer Protection (Steam-Traced Systems):** Ensure insulation is applied in a manner that prevents insulating material from coming between the tracer and the process pipe. For steam-traced systems, first apply a 0.1 mm thick aluminium foil protective barrier that fully wraps the process pipe and the tracer. Only after this barrier is in place should the standard insulation work begin, following the specified application method.
- xii) **Outer Cover (for Weather protection):** Protect the insulation with Aluminium metal Cladding Sheet (IS: 737, 99.5% pure, half-hard tempered). Use 22 SWG Plain Sheet for piping and equipment, and 24 SWG Corrugated Sheet for vessels. Ensure a minimum overlap of 2 inches at all longitudinal and circumferential joints for all pipeline sizes. For valves, apply a waterproofing compound finish as instructed by the RCF EIC.
- xiii) **Detachable Items:** Insulating covers to be used for detachable items (e.g., manhole/nozzle flanges, safety valves, liquid level gauges etc.) must be of the separable type.
- xiv) **Securing Cladding and Sealing:** Provide self-tapping screws at cladding joints with a pitch of 150 mm. Screws for the metal jacket outer cover must be Cadmium Plated Steel, self-tapping, Type-A, 8mm Dia. x 12mm Long. Apply waterproofing compound (e.g., silicon sealant or barium chromate) to all circumferential and longitudinal joints of the aluminium sheets.

- xv) **Securing Bands (Weather Proofing Cladding):** Bands shall also be provided on Weather Proofing Cladding (Outer Cover) on all pipelines and Equipment to secure the Insulation system. Band should be tightly secured over the Cladding Sheet and properly locked to prevent joint opening during service. Band shall conform to the following specification.
- (1) Material: SS-304
  - (2) Width: Minimum 20mm, Thickness: 24 SWG, Pitch: 300mm.

## **B. SUPPLY AND APPLICATION OF COLD INSULATION**

- a) Cold insulation work is required for low-temperature and condensation insulation of carbon steel piping, G.I. ducting, stainless steel piping, and equipment, adhering to IS:14164 / IS:7240.

Insulation with Polyurethane Foam Slabs / Preformed Pipe sections of the necessary thickness that meets the full characteristics of IS:12436, along with the following Outer Cover finishing, to be applied as instructed by the concerned RCF Engineer In-charge (EIC):

- i) Plain Aluminium Sheet finish, of 22 SWG (For pipes, valves, flanges and other areas)
- ii) Corrugated Aluminium Sheet finish, of 24 SWG (For column, vessels and equipment)
- iii) Water-proofing Compound finish.

**PUF Material must be supplied by one of the following: Manufacturers only- M/s. Lloyds Insulation India Ltd, M/s. Omkar PUF Insulation Pvt Ltd Mumbai and M/s NGPIL or an equivalent brand.**

- b) **Insulation Procedure to be followed during application of Cold Insulation is as follows-**
- i) **Safety Work Permit:** Contractor has to obtain the necessary "Safety work permit" before starting the jobs. The contractor has to comply all the safety requirements for the execution of the jobs as per instructions of Plant Safety Officer/ Site Engineer in-charge of respective unit. The "Safety work permit" has to be returned back to site EIC of respective unit after completion of the jobs.
  - ii) **Scaffolding:** Proper tubular metallic scaffolding to be erected as & where required strictly complying with prevailing safety regulations.
  - iii) **Removal of Existing Material:** Remove the existing aluminium cladding and insulation wool.
  - iv) **Material Segregation and Disposal:** All removed material must be sorted into either reusable material or scrap material, according to the instructions provided by the RCF Engineer-in-Charge (EIC). The contractor is responsible for the safe custody of all reusable material. Scrap material must be packed in plastic bags and disposed of in the designated garbage yard, as directed by the RCF EIC.
  - v) **Surface Preparation and Cleaning:** Surfaces designated for insulation must be thoroughly cleaned of all loose scale, rust, grease, dust, oil, or any other foreign matter. The cleaned surfaces must be completely dry before beginning insulation work. RCF may conduct Non-Destructive Testing (NDT) on the pipe/vessel/equipment if deemed necessary. The cleaning and insulation application procedures require the approval of the RCF EIC.
  - vi) **Application of Cold Sticker/Bitumen:** Apply a coat of cold sticker/Bitumen, per the manufacturer's specifications, to the surfaces to be insulated and to the inner surfaces/edges of all Polyurethane Foam (PUF) sections. This ensures proper adhesion, sealing, and vibration cushioning. The PUF sections must be tightly adhered, and all joints properly sealed with cold sticker/Bitumen.

- vii) **Securing Insulation:** Secure the insulation using aluminium bands 24 SWG x 12mm for pipelines and SS 304 bands 24 SWG X 20 mm wide for equipment's, spaced 300 mm apart.
- viii) **Shaping of PUF Sections:** The PUF insulation sections shall be precisely manufactured, or cut and carved using suitable tools to ensure proper fit.
- ix) **Multi-Layer Insulation:** Insulation with a thickness of 50 mm or greater must be applied in staggered, multi-layer construction. A coat of cold sticker/Bitumen shall be applied between successive layers to ensure proper adhesion and sealing of joints.
- x) **Contraction Gaps (Pipes):** For pipelines, a 15 mm contraction gap shall be installed every 5 meters. This gap must be tightly packed with loose PUF granules mixed with cold sticker.
- xi) **Insulation of Irregular Surfaces:** For irregular surfaces (e.g., manholes, nozzle flanges), apply a combination of formed insulation board and glass/rock wool, custom-fit to the shape. Jacketing must be applied to ensure a complete moisture/water-proof construction.
- xii) **Outer Cover (for Weather protection):** Protect the insulation with Aluminium metal Cladding Sheet (IS: 737, 99.5% pure, half-hard tempered). Use 22 SWG Plain Sheet for piping and equipment, and 24 SWG Corrugated Sheet for vessels. Ensure a minimum overlap of 2 inches at all longitudinal and circumferential joints for all pipeline sizes. For valves, apply a waterproofing compound finish as instructed by the RCF EIC.
- xiii) **Securing Cladding and Sealing:** Provide self-tapping screws at cladding joints with a pitch of 150 mm. Screws for the metal jacket outer cover must be Cadmium Plated Steel, self-tapping, Type-A, 8mm Dia. x 12mm Long. Apply waterproofing compound (e.g., silicon sealant or barium chromate) to all circumferential and longitudinal joints of the aluminium sheets.
- xiv) **Securing Bands (Weather Proofing Cladding):** Bands shall also be provided on Weather Proofing Cladding (Outer Cover) on all pipelines and Equipment to secure the Insulation system. Band should be tightly secured over the Cladding Sheet and properly locked to prevent joint opening during service. Band shall conform to the following specification.
  - (1) Material: SS-304
  - (2) Width: Minimum 20mm, Thickness: 24 SWG, Pitch: 300mm.

### C. SCAFFOLDING JOBS:

- a) **Scaffolding Erection:** The Contractor is responsible for the erection and dismantling of scaffolding (including the supply of all materials) whenever and wherever required for the execution of the work. Scaffolding must strictly comply with RCF standards and the following Indian Standard (IS) codes: IS: 4014 - Part 1 & 2, IS: 3696 (Part-1), and IS: 2750.
- b) **Material Supply:** The Contractor's scope includes providing all necessary metallic scaffolding materials (pipes, clamps, pins, planks, U-clamps, ladder arrangements, etc.), as well as safety nets, double lifeline safety belts, and other Personnel Protective Equipment (PPE) required for all workers engaged in scaffolding activities, in accordance with HSE requirements.
- c) **Work at Height:** The Contractor shall provide scaffolding, platforms, etc., for all work to be performed at a height exceeding 1.80 meters from the base. Metallic planks must also be erected along with the scaffolding, as required by the RCF Trombay Safety Department.
- d) **Material Specification:** All scaffolding material must be arranged by the Contractor at their own cost. The scaffolding must consist only of Metallic Tubular Pipes (IS: 1161-2014) of 40 mm NB, secured with a suitable and safe clamping arrangement.
- e) **Measurement:** The scaffolding height for measurement will be taken from the ground/base/floor level up to the final working platform level where steel planks are placed. No separate

measurement will be considered for intermediate working levels within the same scaffolding structure; only the highest platform level reached will be used for final measurement calculation.

**D. SPECIAL ITEMS FOR HOT AND COLD INSULATION WHERE EVER REQUIRED /APPLICABLE -**

- a) Supplying, Fabricating, Erection of GI Ducts, Trays, Supports etc. made of 22 gauge G.I. sheet including necessary screws, rivets, tools, tackles, labour etc. complete as directed by the Engineer-in charge.
- b) Providing and fixing Asbestos rope (up to maximum 10mm diameter) as insulation over pipes as directed and approved by Engineer
- c) Supply and Application of wet cement for insulation of Turbine and associated equipment. Dry powder shall be mixed with suitable quantity of water and the wet cement shall be applied manually on the surface of the Insulation. No cracks shall be observed after drying. When application of Wet Cement is to be done on Cera Wool Blanket, RCF will provide the Cera Blanket.

**E. MATERIAL INSPECTION AND STORAGE REQUIREMENT:**

- a) All supplied Hot and Cold insulation materials, including jacketing and finishing materials, must be brand new. Acceptance is subject to inspection & approval of concerned job Site In-charge / EIC of respective plant.
- b) All incoming material shall be brought inside RCF premises with proper Material Delivery Challan indicating all items in details e.g. description, size , quantity etc. duly endorsed by CISF at RCF Material gate no. 2.
- c) The supplied material for insulation job at RCF plant site may be inspected for Quality and Quantity by concerned plant site in-charge / EIC prior to unloading. Only after clearance by concerned site EIC, Contractor shall be allowed to unload the material to their respective plant storage location.
- d) For every shipment, the contractor must provide the following documents to site in-charge / EIC for inspection: Material Safety Data Sheet (MSDS), Dimensional Check Inspection Records, and Material Test Certificates (from OEM/NABL approved lab) that detail the insulation material's physical and chemical properties (e.g. Density, Thickness, K value (thermal conductivity) etc.).
- e) All insulation material received at the plant site must be stored in clearly identifiable batches. A separate Material Test Certificate must correspond to each specific batch.
- f) Any material rejected during inspection must be removed by the Contractor. The Site In-charge/EIC will issue the necessary Out Gate pass to facilitate removal.
- g) RCF and its representatives reserve the right to inspect, witness, or review any stage of the work at the job site to ensure quality assurance.

Reference will be made to the following standard specifications which form part of the scope of work

IS: 3144	Methods of test for mineral wool insulation material.
IS: 3346	Method of determination of thermal conductivity of thermal Insulation.
IS: 12436	Specification for Polyurethane Foam Slabs / Pipe Sections.
IS: 702	Specification for industrial bitumen.
IS: 8183	Specification for Bonded wool.
IS: 9842	Specification for Pre-formed Fibrous Pipe Insulation
IS: 14164	Code of practice for the application and finishing of thermal Insulating material at temperatures above 80 °C and up to 750 °C
IS 737	Specification for wrought aluminium and aluminium alloy steel and strip

IS 1254	Specification for corrugated aluminium sheet
ASTM C-680	Standard Practice for Heat Loss or Gain and Surface Temp.
IS: 4014- Part 1 & 2	Code of Practice for steel tubular scaffolding
IS: 3696 (Part-1)	Safety code of scaffolds and ladders
IS: 2750	Steel Scaffoldings
IS: 1161	Steel Tubes for Structural Purposes

**Note:** In case of contradiction between requirements of this standard and the NIT/Work order, the later will be followed.

**F. GUARANTEE:**

- a) The Contractor shall guarantee with regards to quality of the material used and workmanship for period of 12 months from the final completion date. Any defects arising from faulty materials or poor workmanship during this period shall be rectified and to be made good by the contractor at no additional cost to RCF.

**G. WORK SCHEDULE:**

- a) The Contractor must be able to perform jobs simultaneously at multiple locations as directed by the RCF EIC.
- b) Jobs shall generally be carried out in 8 Hours Shift basis (8:00 AM – 5:00 PM, including 1-hour lunch) on all Weekly Working Days, i.e. from Mondays to Saturdays.
- c) During Plant emergencies and Shutdowns, the Contractor must be prepared to work on Sundays/Holidays and on a round-the-clock (24/7) basis, as instructed by the RCF EIC. The Contractor's submitted rates must account for this potential overtime/holiday work, as no additional compensation will be provided for such work.

**H. CONTRACTORS SCOPE:**

- a) The Contractor shall arrange all necessary Tools, Manpower, Supervisors, Insulation Materials, Scaffolding, and any other items required to complete the job that are not explicitly included in RCF's scope.
- b) Insulation jobs will be assigned to the Contractor across various RCF plants and locations, based on operational need and at the sole discretion of RCF.
- c) The Contractor must ensure effective, qualified supervision of all site activities. Supervisors must be experienced, adequately qualified, and knowledgeable regarding the safety aspects of working in chemical process plants.
- d) The Contractor shall deploy sufficient number of personnel throughout the contract period to ensure effective supervision of all ongoing work.
- e) During planned plant shutdowns, when a higher volume of maintenance work is anticipated, the Contractor must deploy additional resources/equipment as directed by the RCF Engineer-in-Charge to meet timely completion schedules.
- f) The Contractor shall always maintain the necessary tools, tackles, consumables, and other materials deemed essential by the EIC for the timely and efficient performance of the work scope.
- g) All work must be performed in a manner that prevents hindrance or damage to nearby activities or equipment. The instructions of the RCF EIC must be strictly followed in this regard.
- h) Any job shall be deemed completed only after successful trial and cleaning of the area up to the satisfaction of EIC of respective units. Job shall be considered as incomplete if the quality of the job is not up to the satisfaction of site in charge / EIC. In case of repetition of the jobs due to poor workmanship/negligence at contractor side the same shall be carried out by the contractor without any additional cost implication to RCF.
- i) At any stage of work, if progress of the job is found unsatisfactory and the Contractor fails to rectify it, RCF reserves the right to engage alternative agencies to complete the remaining work necessary to meet the schedule. The resultant costs incurred by RCF will be back-charged to the Contractor's account.
- j) The Contractor's decision-maker/supervisor for administrative and job execution matters must reside nearby, maintain reliable communication (mobile phone), and be contactable at all times.

Full contact details (Name, Designation, Local Address, Phone number) must be provided upon receipt of the work order.

- k) The Contractor is solely responsible for arranging and bearing the costs of transportation for personnel and materials, unloading, preservation, insurance, boarding, lodging, local conveyance, and all other incidental charges. RCF has no obligation in this respect.
- l) All insulation materials offered must have a proven record of satisfactory service under Indian conditions for the period specified in the Tender Document. Materials must be rot-proof, vermin-proof, chemically inert, and non-corrosive when applied to metal surfaces.
- m) Insulation material must be protected against all forms of damage from delivery until final cladding. Simply covering the material with tarpaulins or decking is not considered adequate weather protection for any duration and is strictly prohibited. Insulation slabs and sections must be stored horizontally on flat surfaces and never directly on the ground. The Contractor shall provide covered storage facilities for the insulation material, as directed by the EIC.
- n) Thermal insulating materials shall be installed only after all oil, grease, rust, and other foreign matter have been completely removed, and the equipment or piping surfaces are fully dry.
- o) During the rainy season, insulation work, cladding, and cover finishing must be performed simultaneously to prevent the entry of water or moisture into the insulation. All precautions shall be taken to ensure that each day's work is vapour sealed and cladded during erection and before being left over night to prevent seepage of water into the materials and getting trapped. The system shall be protected by tarpaulins, water shed and other protective means.
- p) Longitudinal and circumferential joints of aluminium jacketing on steam, feed water, and other exposed lines must be sealed with a suitable compound (e.g., silicon sealant or barium chromate) to prevent rain/moisture infiltration. Gaps between hanger supports and line jackets must also be properly sealed to prevent water ingress along the supports. The procedure for sealing of the above shall be submitted for approval of the Engineer before taking up the work.
- q) The Contractor shall refer to the required insulation thickness provided in Annexure – B but must confirm the exact required thickness with the Plant Engineer at the job site before application.
- r) The Contractor shall provide inspection holes for wall thickness measurement on equipment and piping as instructed by the RCF EIC. The detachable caps on the inspection holes at suitable interval to be provided in the hot insulated parts for the measurement of wall thickness of the equipment or piping shall be so devised that they never fall off nor allow the infiltration of rain water. Generally the size of the inspection holes shall be 100 – 150 x 100 – 150 mm.
- s) In the absence of specific material or design specifications, execution shall adhere to Standard Engineering Practice as per the binding instructions/directions of the RCF Engineer-in-Charge.

**I. RCF SCOPE**

- a) RCF will issue gate passes for the manpower and equipment to enter RCF premises and provide necessary work permits for the site work.
- b) Single phase electricity, Service air, water shall be provided to the contractor free of cost at single point near to work site. The contractor has to make his own arrangement to use the same at work site by extending pipeline, hose, cables, boards etc. as per requirement.

**J. INSULATION MEASUREMENT:-**

- a) All Insulation Measurements should be as per IS14164: 2008 Clause 9.0 (Annexure – C)

**K. INVOICING:**

- a) Contractor has to generate document and maintain record of executed jobs (SOR item wise) take signature of the concerned site in charge / RCF EIC of respective units for completion of the job.
- b) After satisfactory completion of all jobs, Contractor shall obtain clearance from the concerned RCF Engineer in-charge (EIC) for certification of Measurement sheets and site cleaning for processing of payment. In normal circumstances contractor has to get certifications of all the jobs done in a month by first week of succeeding month.
- c) Contractor shall submit measurement sheet, Housekeeping / site cleaning certificate, document for proper disposal of removed insulation along with invoice every time. In case contractor has not enclosed all the specified documents, it will be considered as Non-performance on the part of contractor and the same shall not be considered for billing.
- d) Contractor should maintain proper Records of the quantum of jobs completed (SOR item wise), financial limit consumed and should report the same to the concerned RCF EIC / Contract Section every month. If Financial Limit is likely to exceed to cope up with the recommended jobs, Contractor shall bring the same to the notice of RCF EIC & Contract Section well in advance. Under no circumstances Contractor shall undertake such additional job without requisite amendment of the WO.

**L. CONTRACT VALUE:** The total Basic contract value shall be exclusive of all Taxes, Duties, and Octroi etc. and remain firm without any escalation for the entire duration of Contract. **The Contract shall be Value Based and Item Quantities may vary within the financial limit of Contract.**

**M. GENERAL TERMS AND CONDITION:**

- a) This scope of work shall consist of Clause A to N, but is not limited to them. Any other requirement for successfully completion of job is in contractor's scope.
- b) The SOR jobs have to be carried out as per standard maintenance / engineering practices and as per instructions of RCF Site In-charge / Engineer In-charge. Detailed job description of SOR items is given in SOW. In case of any discrepancies, the decision / interpretation of RCF EIC shall be final.
- c) Contractor shall start the job after getting intimation from site in charge / EIC of the respective unit. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of RCF EIC of respective unit. In case of any unforeseen situation Job can be stopped midway only after getting permission from RCF EIC.
- d) **HOUSEKEEPING:** Removal of old insulation, transporting them to the designated Site inside the factory after proper segregation of LRB/PUF, SS/Aluminium materials and day to day Housekeeping at Site is a part of the job. The Work Site should be cleaned / cleared up completely to the satisfaction of EIC of respective unit after all jobs are over, failing which no payment will be processed.
- e) In case of housekeeping not done by the contractor on daily basis, RCF reserves right to make alternate arrangements for necessary housekeeping of the areas. In such case, all additional and incidental Costs incurred by RCF would be deducted from contractors running Bills.
- f) The execution of the work may continue working during all times and weather conditions and no extra rate will be considered on jobs round the clock including, General Holidays, National Holidays, etc. as per the requirement of RCF to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.
- g) **JOB ACQUAINTANCE:** Contractor shall acquaint himself thoroughly with the job scope before submitting the Tender. All clarification regarding job scope and conditions of Contracts shall be

obtained before submitting the quotation. The interpretation of the job scope and conditions of Contract by RCF shall be final and binding on the contractor.

**N. PENALTY:**

- a) Before start of job concerned plant will issue Job Order to the contractor (Format attached as Annexure - D), which will clearly mention Job, Date & Time of Start, Plant/Location and Required Completion Date. This will be mutually agreed by RCF and Contractor.
- b) Contractor must complete the job on mutually agreed time as per Job Order otherwise Penalty of @0.5% per week subject to a maximum of 10% of individual job order (delayed quantity) shall be imposed.

**O. VALIDITY OF CONTRACT:** The validity of contract shall be **Six Months** from date of issue.

**P. MOBILIZATION:**

- a) Contractor has to mobilize the group within 24 hours of intimation from RCF. However, in case of emergency or shutdown, contractor has to mobilize within 04 hours from the time of verbal or telephonic intimation.

**Q. HEALTH, SAFETY & ENVIRONMENT: (Refer Annexure)**

- a) Always carry a valid Work Permit, issued according to the factory's Work Permit System, while working inside the plant.
- b) The permit must be clearly displayed at the worksite for inspection by RCF Engineer-in-Charge or Safety Officials.
- c) Entry of all Workmen into the factory is subject to the prevailing RCF rules and regulations. The contractor is responsible for obtaining necessary Gate Entry Passes in advance and completing all security formalities.
- d) All equipment, tools, and tackles used must be of the appropriate type, size, and approved by the competent authority for their Safe Working Limit (SWL).
- e) All tools and equipment (consumable and non-consumable) must enter the factory with a proper Gate Entry record. These records must be maintained and presented when removing materials upon job completion; otherwise, the removal will not be permitted.

**R. SCHEDULE OF RATES (Refer Mode of Quotation – Annexure – A)**

- a) The rates to be given in the schedule are for –
  - i) Supply of Insulating Material. (A1, A2, B1, B2 of mode of quotation)
  - ii) Supply of Aluminium Sheeting /SS foil /SS Bands (C1, C2, C3 & C4 of mode of quotation)
  - iii) Labour cost for application of insulation, including supply of all other materials such as bitumen, Screws and any other material required for completion of insulation job so as to complete the insulation job in all respects as per the scope. (A3, A4, B3, B4 of mode of quotation)
  - iv) RCF may operate the rates of 'C' in isolation or in combination with A or B as the case may be i.e. (A+C) or (A+B+C) or C alone:-
    - (1) The contractor, for application of insulation under rate 'C' may have to reuse existing materials.
    - (2) If existing material is to be removed and fixed back then separate payment will be made for Removal of all existing old insulating material (A4, B4 of mode of quotation).
    - (3) For application of old insulation and new Aluminium cladding, rates for cladding as per "C" above will be applicable.

- v) Separate payment will be made for items at D to F of mode of quotation if executed for completion of insulation job.
- b) Offers will be evaluated on overall lowest basis considering quantities at items sr. no. A to F, of BOQ
- c) Contractor shall mandatory quote for all item rates in BOQ. Failure to do so, the Offer shall be liable to rejection.

## INSULATION THICKNESS CHART (for information only)

Thickness of LRB/PUF Insulations on header, ducts and pipe lines in various plants:

Plant	Sr. No.	Locations	Thickness of LRB Insulation	Thickness of PUF Insulation
SGP	1	Ducts from Air preheater to Chimney	65 mm	
	2	Duct from Air preheater to Wind box	130 mm	
	3	Duct from Economizer to Air preheater	130 mm	
	4	Economizer duct	130 mm	
	5	Steam, mud drum, BFW lines.	130 mm	
	6	Steam, mud drum, BFW lines drain lines	65 mm	
	7	12 ata/20 ata/40 ata steam header in SGP	130 mm	
	8	12 ata/20 ata/40 ata steam header drain lines in SGP	65 mm	
Yard Piping	1	12 ata/20 ata/40 ata steam header and its drain lines in Yard piping	65 mm	
Amm-1	1	40 ata steam line – Amm-1 Battery limit(Backend side)	100mm approx.	
	2	40 ata steam line – Amm-1 steam platform (Front end)	100mm approx.	
	3	4 ata Drain line - Amm-1 Battery limit(Backend side)	25mm approx.	
	4	NH <sub>3</sub> line to storage(Backend: behind NH <sub>3</sub> Seperator)		50 mm approx.
	5	Ammonia Storage compressor suction line		130mm approx.
HPNA	1	Steam I/L line to Siemens Air Compressor	100mm approx.	
	2	BFW P-006 suction / discharge line	50mm approx.	

IS 9842 : 1994						
Group	Bulk Density kg/m <sup>3</sup>	Mean Temperature °C	Thermal Conductivity mW/cm°C			
			Group 1	Group 2	Group 3	Group 4
1	50 - 80	50	0.43	0.43	0.43	0.43
2	81-120	100	0.52	0.52	0.52	0.52
3	121-160	150	0.64	0.62	0.62	0.62
		200	0.78	0.73	0.70	0.68
4	161-250	250	0.93	0.85	0.85	0.80
		300	1.10	1.00	1.00	0.90

IS 8183 : 1993						
Group	Bulk Density kg/m <sup>3</sup>	Mean Temperature °C	Thermal Conductivity mW/cm °C			
			Group 1	Group 2	Group 3	Group 4
1	12-50	50	0.49	0.43	0.43	0.43
2	51-80	100	0.69	0.52	0.52	0.52
3	81-120	150	0.95	0.64	0.62	0.62
		200	—	0.78	0.73	0.68
4	121-160	250	—	0.93	0.84	0.80
		300	—	1.10	0.95	0.90

IS : 12436 - 1988	
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TABLE 1 REQUIREMENTS FOR RIGID PREFORMED GELULAR URETHANE FOAM  
THERMAL INSULATION MATERIALS

( Clause 5.1 )

SL No.	CHARACTERISTIC	REQUIREMENT				METHOD OF TEST, RBF TO
		PUR 1	PUR 2	P1R1	P1R2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
*	Dimensional Stability at $100 \pm 2^\circ\text{C}$ , percent, for 24 h, <i>Max</i>	$\pm 2$	$\pm 2$	$\pm 2$	$\pm 2$	IS: 11239 (Part 2)-1985*
H	Water vapour transmission, <i>Max</i> , ng/Pasm	5-5	*-t*	8-5	8-5	IS: 11239 (Part 4)-1985*
W)	Closed cell content, <i>Min</i> , percent	85	85	85	85	IS: 11239 (Part 5)-1985»
iv)	Compressive strength at 10 percent deformation, <i>Min</i> , kN/m <sup>2</sup>	115	205	115	205	IS: 11239 (Part 11)-1985*
v)	Thermal conductivity at $50^\circ\text{C}$ , <i>Max</i> , W/m.k. ( see Appendix A )	0.03	0.03	0.03	0.03	IS:3346-1980f
vi)	Horizontal burning, <i>Max</i> , mm	125	125	25	25	IS: 11239 (Part 12)-1988*

\*Methods of test for cellular thermal insulation materials:

- Part 2 Dimensional stability;
- Part 4 Water vapour transmission rate;
- Part 5 Volume percent of open and closed cells;
- Part 11 Compressive strength; \*
- Part 12 Horizontal burning characteristics.

fMethod for the determination of thermal conductivity of thermal insulation materials (two slab guarded hot-plate method ) (first revision ).

**8.2** In all cases where supports rings are provided on vessels or vertical pipes for rigid materials, the insulation shall be stopped short about 5 mm from each ring, and the space between the insulation and the ring filled with a flexible insulation material.

**8.3** On horizontal pipes and vessels insulated with rigid insulation material or thermal insulating cements, expansion joints or contraction breaks filled with flexible insulating material shall be provided at suitable intervals.

**8.4** Flexible Thermal Insulations do not normally need expansion joints or contraction breaks. Mineral wool rigid sections used at temperatures not exceeding 230°C also do not normally need expansion joints.

**8.5** Where sheet metal is used as the finish, the joints over the expansion joints or contraction break shall not be secured with screws or pop rivets.

**8.6** All other finishing materials shall be carried over expansion joints or contraction breaks without a joint.

## 9 MEASUREMENTS

### 9.1 General

Insulation work consists of providing all materials required for the system which includes the required quantity of insulation material, support system for insulation and the cladding, finishing and other ancillary items like wire-netting, securing devices like bands, screws, etc. along with other needs like labour required for carrying out the task.

While performing this work over each unit area of insulation work, certain overlaps, cutting wastage, etc. are involved, all of which are to be provided by the installer. Plane areas such as in ducts, Boiler walls, etc. are considered as Flat Surface where such extra material needs would be minimum. Actual work in field would consist of many different situations—curved surfaces like tanks, cylindrical vessels, domed/dished ends of such vessels, etc. which would involve larger elements of such efforts, apart from additional work with longer labour deployment, when compared to work on a flat surface.

In cylindrical surfaces, although the inner perimeter may be less than the outer, the quantity of insulation materials required to carry out work would correspond to the larger perimeter — a block type/preformed material requiring cutting and shaping from the larger sized starting material, while a flexible material is taken to cover the larger perimeter and applied with higher and higher compression as we proceed towards the inner surface. Hence, all insulation work is measured on the larger (outer) surface.

### 9.2 Measurement of Apparatuses (Insulated) Surfaces

**9.2.1** Basic parameter in work measurement considered being a flat surface, a set of diagrammatic presentations are furnished on various possible shapes which may be encountered in field, with the factors to be applied to account for extra materials for such items of work (see Fig. 13 to Fig. 26). The formulae for calculation of the conventional surfaces are indicated against each figure.

The main symbols appearing in said figures/formula are the following:

- $L, L_1$  = lengths relevant to straight parts of insulations included between the references defined, case by case, in the typical exemplifications, in m;
- $C, C_1$  = circumferences measured on the external surface of insulation, in m;
- $X$  = conventional equivalent lengths of insulated parts having irregular shapes, in m;
- $Y$  = increased coefficients of insulated parts having irregular shapes, in m;
- $Z$  = height of the dished end; and
- $D, D_1$  = conventional external diameter of insulated apparatuses, in m, obtained by the following formula:

$$D \text{ (or } D_1) = D_e + 2T$$

where

- $D_e$  = external diameter of the apparatus, in m; and
- $T$  = nominal thickness of insulating material provided by mechanical (finishing excluded), in m.

**9.2.2** Any mode of measurement other than the above may also be adopted, if agreed to between the purchaser and the applicator.

### 9.3 Measurement of Piping Surfaces

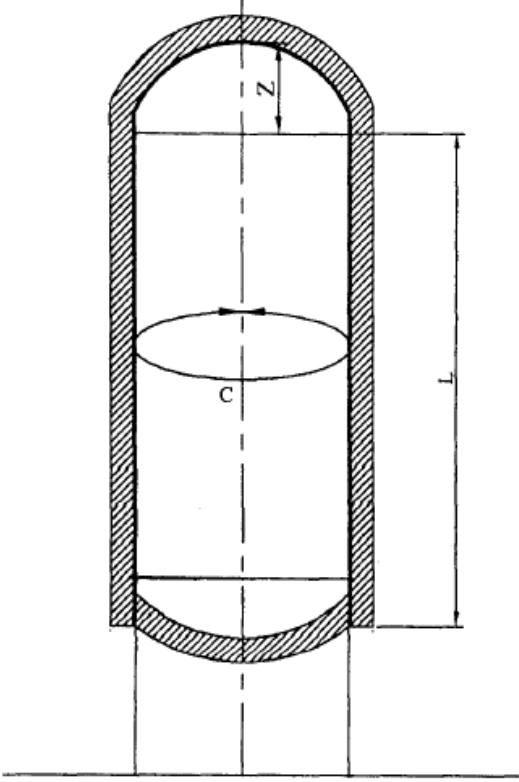
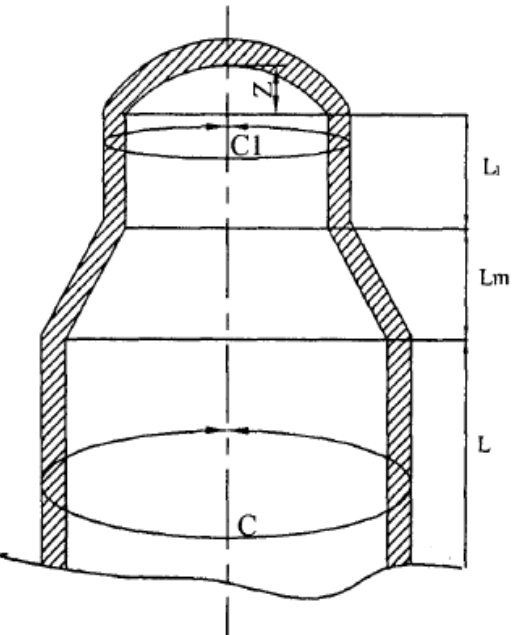
#### 9.3.1 Insulated Piping Outside Diameter

The outside diameter of the insulated piping, to be taken into account when calculating the insulating surface, shall be the theoretical conventional diameter determined according to the following formulae:

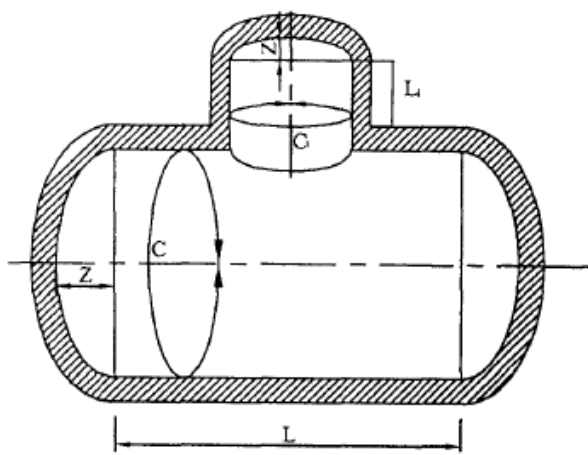
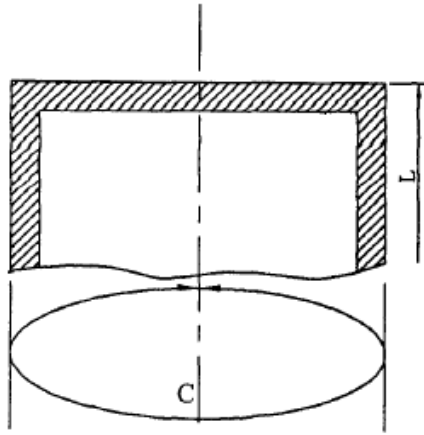
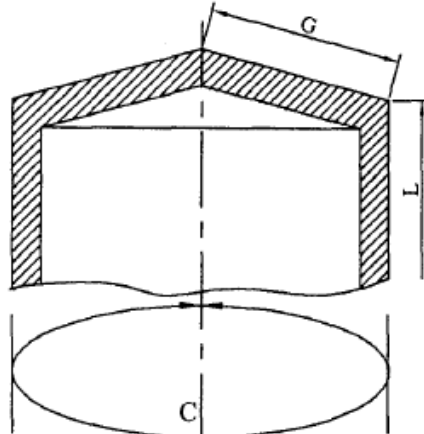
where

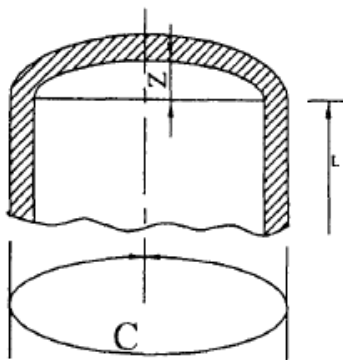
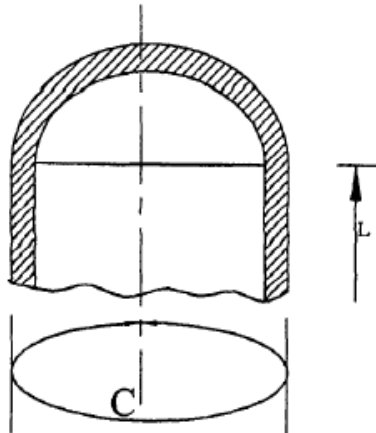
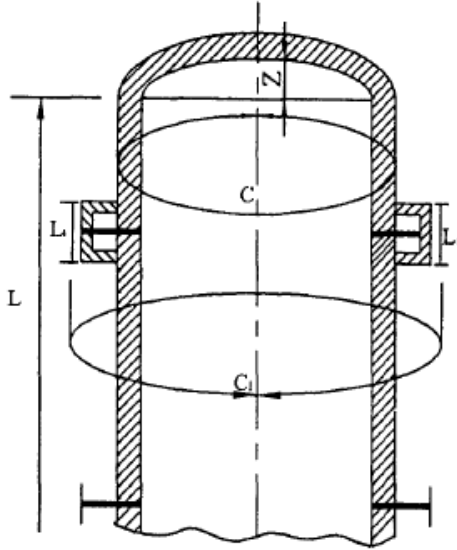
- $D$  = outside diameter of insulated piping, in mm;
- $D_e$  = outside diameter of bare piping, in mm;
- $D_1$  = outside diameter of tracing pipe, corresponding to 20 mm (conventional value), in mm; and
- $T$  = thickness of insulation material provided by the design (finish excluded), in mm.

Typical Exemplifications		Relevant Surfaces
FIG. 13		$CL$
FIG. 14		$CL + \frac{D^2\pi}{4} Y$ $Y = 1.27$ where $Z < D/3$ and $Y = 1.75$ where $Z \geq D/3$
FIG. 15		$CL + \frac{d^2\pi}{2} Y$ $Y = 1.27$ where $Z < D/3$ and $Y = 1.75$ where $Z \geq D/3$

	Typical Exemplifications	Relevant Surfaces
<p>FIG. 16</p>		$CL + \frac{D^2\pi}{2} Y$ <p> <math>Y = 1.27</math> where <math>Z &lt; D/3</math>                      and  <math>Y = 1.75</math> where <math>Z \geq D/3</math> </p>
<p>FIG. 17</p>		$CL + \frac{C + C_1}{2} L_m Y +$ $C_1 L_1 + \frac{D_1^2\pi}{4} Y_1$ <p> <math>Y = 1.2</math> and  <math>Y_1 = 1.27</math> where <math>Z &lt; D/3</math>                      and  <math>Y_1 = 1.75</math> where <math>Z \geq D/3</math> </p>

Typical Exemplifications		Relevant Surfaces
FIG. 18		$C(L + \lambda_a + \lambda_b + \lambda_c)$ where $\lambda_a = 1$ $\lambda_b = 0.5$ $\lambda_c = 0.5$
FIG. 19		$CL + C_1(L_1 + \lambda_a) + \frac{D^2 \pi}{2} Y$ where $\lambda_a = 0.5$ $Y = 1.27$ where $Z < D/3$ and $Y = 1.75$ where $Z \geq D/3$
FIG. 20		$CL + \frac{C + C_1}{2} Lm.Y$ where $Y = 1.2$

	Typical Exemplifications	Relevant Surfaces
<p>FIG. 21</p>		$CL + \frac{D^2}{2} Y$ $C_1 L_1 + \frac{D_1^2 \pi}{4} Y$ <p><math>Y = 1.27</math> where <math>Z &lt; D/3</math> and  <math>Y = 1.75</math> where <math>Z \geq D/3</math></p>
<p>FIG. 22</p>		$CL + \frac{D^2 \pi}{4}$
<p>FIG. 23</p>		<p>For <math>G &gt; 3</math> m: <math>CL + G^2 \pi</math>          For <math>G &lt; 3</math> m  <math>CL + G^2 \pi \cdot Y</math>          where <math>Y = 1.5</math></p>

	Typical Exemplifications	Relevant Surfaces
<p>FIG. 24</p>		$CL + \frac{D^2\pi}{4} Y$ <p> <math>Y = 1.27</math> where <math>Z &lt; D/3</math>                      and  <math>Y = 1.75</math> where <math>Z \geq D/3</math> </p>
<p>FIG. 25</p>		$CL + \frac{D^2\pi}{4} Y$ <p>where <math>Y = 1.27</math></p>
<p>FIG. 26</p>		$CL + \frac{D^2\pi}{4} Y + C_1 + L_1 Y_1$ <p> <math>Y = 1.27</math> where <math>Z &lt; D/3</math>                      and  <math>Y = 1.75</math> where <math>Z \geq D/3</math>                      and  <math>Y_1 = 1.2</math> </p>

9.3.1.1 Hot and cold insulation with sheet metal finish:

$$D = D_c + 2T$$

9.3.1.2 Traced piping hot service insulation with sheet metal finish:

$$D = D_c + D_t + 2T$$

NOTE — For areas having non-circular section (for example square section) the above formulae are still valid, considering *D* as equivalent diameter.

$$D = D_{eq}$$

where

$$D_{eq, mm} = \frac{\text{Perimeter of non-circular section, in mm}}{\pi}$$

9.3.2 Measurement of the Lengths Relevant to Insulated Piping

9.3.2.1 Measurements shall be carried out in compliance with typical examples as per Fig. 27 for NB < 50 mm piping and Fig. 28 for NB ≥ 50 mm piping.

9.3.2.2 Pipe fittings

Irregularly shaped insulation involving special execution procedure (like elbows, fittings, T-branches,

etc) shall be converted to equivalent straight piping lengths, according to Table 2.

9.3.3 Measurement criteria of *L* lengths relevant to NB < 50 mm piping is given in Fig. 27.

9.3.4 Measurement criteria of *L* lengths relevant to NB ≥ 50 mm piping is given in Fig. 28.

9.3.5 Calculation of Surface to be Insulated

9.3.5.1 Insulation of single piping

The surfaces being insulated shall be conventionally determined as follows:

$$A = \frac{\pi \sum D_i (L_i + L_{ei})}{1\ 000}$$

where

*A* = surface being insulated, in m<sup>2</sup>;

*D<sub>i</sub>* = outside diameter of insulated 'i' piping, according to the definitions as per 9.3.1 in mm;

∑ *L<sub>i</sub>* = summation of lengths of straight 'i' piping lengths, m (see Fig. 27 and Fig. 28); and

∑ *L<sub>ei</sub>* = summation of conventional equivalent lengths *L<sub>i</sub>* for special parts relevant to 'i' piping, m (see Fig. 28), in m.

Table 2 Conventional Equivalent Lengths for Special Parts (1)  
(Clause 9.3.2.2)

Piping NB <sup>6)</sup>	Elbow 90E	Elbow 45E	Tee Branch <sup>2),3)</sup>	Reducer <sup>2)</sup>	Cap	Insulated Flange Pair with Removable Box <sup>4)</sup>	Insulated Flanged Valve with Removable Box <sup>4)</sup>	Insulated Flange Pair with Fix Box <sup>4)</sup>	Insulated Flanged Valve with Fix Box <sup>3)</sup>	Insulated Welded Valve with Fix Box <sup>5)</sup>
(M)	(M)	(M)	(M)	(M)	(M)	(m)	(M)	(M)	(M)	(M)
Hot and Cold Service Insulation with Sheet Metal Finish <sup>1)</sup>										
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
≤ 40	0.5	0.35	0.70	0.20	0.20	1.80	2.50	1.08	1.50	0.20
≥ 50 to 85	0.6	0.40	0.70	0.20	0.20	1.90	3.00	1.14	1.80	0.60
≥ 100 to 150	1.00	0.65	0.70	0.20	0.20	2.00	3.50	1.12	2.10	0.60
≥ 200 to 350	1.40	0.85	0.75	0.20	0.20	2.50	4.00	1.50	2.40	0.60
≥ 350 to 500	1.50	0.90	0.85	0.30	0.20	2.70	4.50	1.62	2.70	0.60
≥ 600	1.70	1.05	1.10	0.45	0.20	3.00	6.00	1.80	3.00	0.60

NOTE — Radius of elbow is considered as 1.5 *D*.

<sup>1)</sup> The equivalent lengths shown in the tables are applicable for types of insulation specified in same tables (these are the most frequently used insulation types); changing the application procedure of insulation (by eliminating, for example, the aluminium protection), the equivalent lengths might be different from the tabulated figures.

<sup>2)</sup> For reducers and T-branches, the equivalent lengths refer to the higher NB.

<sup>3)</sup> Typical installations, such as pressure plugs, temperature plugs, vents, drains, etc, are not considered and calculated as 'T' branches.

<sup>4)</sup> Orifice fittings are conventionally considered as a pair of fittings.

<sup>5)</sup> Flow meters, Y-strainers, control valves, safety valves, sight glasses, expansion joints are conventionally considered as valves.

<sup>6)</sup> For areas having non-circular section (see Note under 9.3.1.2).

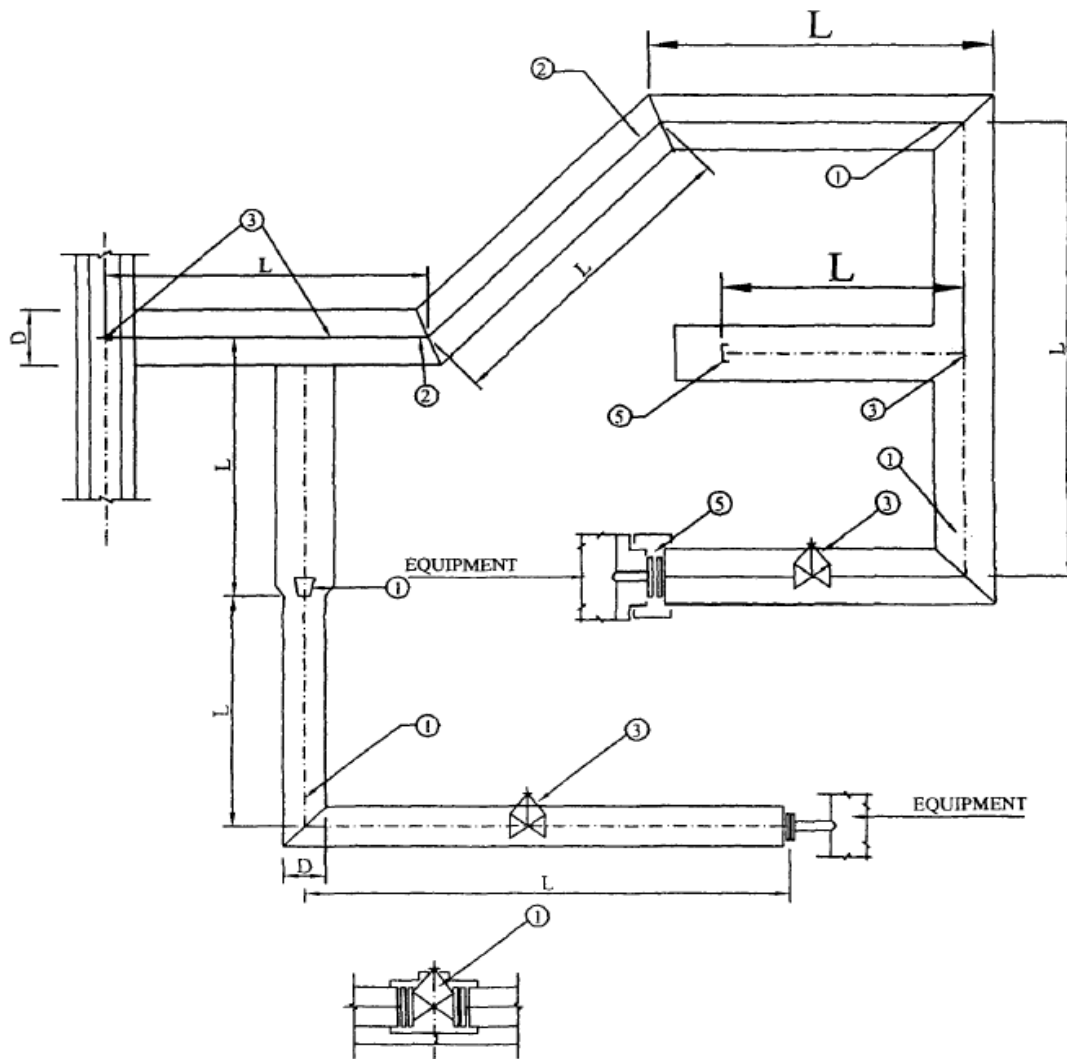


FIG. 27 MEASUREMENT CRITERIA OF 'L' LENGTHS RELEVANT TO NB < 50 mm PIPING — TYPICAL EXAMPLE EQUIPMENT

9.3.5.2 Bundle of piping insulated together is shown in Fig. 29.

9.3.6 For protection of insulated pipelines, running close to the ground, from mechanical damage, due to foot traffic and/or from corrosion due to moisture from ground, any hardsetting compound and/or water proofing treatment is/are provided, such items of work are to be measured separately.

9.3.7 Anti-corrosive painting or wrapping with aluminium foil over stainless steel/alloy steel piping and equipment prior to application of insulation shall be measured separately.

9.3.8 Any mode of measurement other than the above

may also be adopted, if agreed to between the purchaser and the applicator.

## 10 INFORMATION REQUIRED

10.1 The purchaser shall provide the contractor with the appropriate information under each of the following headings to enable the contractor to make a compressive offer/quotation.

### 10.1.1 Application Specifications

#### 10.1.1.1 Selection of thermal insulating material

Before deciding on the insulating material to be used for any specific purpose, the following factors should be considered:





राष्ट्रीय केमिकल्स अॅण्ड फर्टिलाइजर्स लिमिटेड (ट्रम्बे युनिट)  
RASHTRIYA CHEMICALS & FERTILIZERS LTD. (TROMBAY UNIT)

क्र. / No. 109

कार्य आदेश (वार्षिक दर ठेका कार्य)  
JOB ORDER (ANNUAL RATE CONTRACT JOBS)

दिनांक / Date :

प्रति / To

मे. / M/s. \_\_\_\_\_

संदर्भ / Reference : \_\_\_\_\_ दिनांक / Date : \_\_\_\_\_

हमारे वार्षिक दर ठेका कार्य के अनुसार (उपर दर्शाए संदर्भानुसार) आपको \_\_\_\_\_  
काम का ठेका दिया जाता है काम की अनुमानित मात्रा \_\_\_\_\_ है और उसका  
मुल्य \_\_\_\_\_ है। कृपया दि. \_\_\_\_\_ को सुबह / रात \_\_\_\_\_  
बजे काम शुरू करें और दि. \_\_\_\_\_ को सुबह / रात \_\_\_\_\_ के पहले पुरा करें।  
कुछ स्पष्टिकरण की जरूरत हो तो श्री. \_\_\_\_\_ से संपर्क करें।

With reference to our Annual Rate Contract and the terms and conditions mentioned therein (reference mentioned above), we are pleased to award the job of \_\_\_\_\_ to you. The estimated quantity of works is \_\_\_\_\_ and value is \_\_\_\_\_ kindly arrange to start the work on \_\_\_\_\_ at \_\_\_\_\_ A.M./P.M. and \_\_\_\_\_ finish by \_\_\_\_\_ at \_\_\_\_\_ A.M./P.M. You may contact Shri \_\_\_\_\_ for further clarification if required.

विशेष नुचना (यदि कोई हो) / Special Instructions (if any) :

संयंत्र प्रबंधक / अभियंता  
Plant Manager / Engineer  
संयंत्र / Plant

## STANDARD TERMS AND CONDITIONS

### (PART- B)

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

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

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

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

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

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

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

2. The Bidder/Party/Contractor shall quote the rates strictly in accordance with the applicable rates of Wages (Minimum Wages) for the respective category of work with the all applicable statutory overheads. The quoted rates shall include provisions towards statutory compliances such as Provident Fund on Basic + DA with maximum wage ceiling of Rs. 15,000/- i.e. @ Rs. 1,800/-, ESI on total Gross wages ( if applicable) or the Minimum Wages/ premium of Insurance Policy under Employees' on monthly basis), leave/leave wages/Weekly Off/Holidays, Leave Reserve Provision (if applicable/as applicable), Gratuity liability (if applicable/as applicable), Maharashtra Professional Tax, and other mandatory requirements such as Uniform/ Safety requirements (such as PPEs, etc.) are to be considered while quoting the rates/bid including the Service Charges. The

Bidder/party/Contractor shall ensure that all statutory liabilities and obligations under applicable labour laws are duly considered while quoting the rates/bid.

3. The succeeding contractor shall strictly comply with all applicable labour laws/ labour code, statutory rules, regulations, and government notifications in force from time to time in respect of the workers engaged for the contract.

4. Please note that the rates and the statutory estimated prices must be inclusive of Contractors service charges and the applicable taxes. In other words, an official bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liabilities and the Service Charges quoted by the Tenderer.

5. As Principal Employer, RCF shall reimburse all statutory increases such as (but not limited to) enhancement in the limit for DA/ Special Allowance, Rates of Minimum Wages, PF, ESIC, Bonus, Gratuity under labour laws/labour codes/OM/Notifications after the wages quoted by the Contractor against its manpower deployed in the company.

6. Any violation of any of the statutory payment based on any written complaint or any Authority or Agency representing workers shall attract penalty as decided by Execution Dep't., including the cancellation of contract or legal action as per the Laws/ Tender Guidelines.

7. (i) The interested bidder should have on his/her own name, a separate/ individual ESI, PF, Maharashtra Labour Welfare Code or State Labour Welfare Code (as the case maybe), Professional Tax and any other registration required from time to time, irrespective of their applicability of Acts as an individual Establishment, since the RCF premises is covered under the different applicable Labour Laws.

(ii) The bidder should be covered under the EPF & MP Act and ESIC Act and shall extend all the benefits of PF & ESIC to the Contract workers and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration/ Allotment No. should be enclosed.

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

The Contractor should obtain and submit a copy of the Policy issued under the Employees' Compensation Act, 1923 for the contract workers not covered under the provisions of ESI Act.

(

iii) The bidder shall obtain the applicable Labour License from Labour Dept., (Appropriate Authority) for engaging workers and also of Sub-Contractors, (if applicable) on getting Work Order.

Sub-Contractors should not be engaged without the written permission of the Execution Dept. of RCF Limited, and this should be strictly followed.

8. The Contractor must give an Undertaking Indemnifying RCF Ltd. (Format already enclosed as Annexure C) either at the time of completion of Contract or while surrendering the contract (before

Work order period or Terms due to any reasons) along with submission of Final Bill/ release of BG/SD/EMD/ etc. against any sort of payment/ claims which may arise against any applicable laws of the land whether prospectively or with the retrospective effect for the period of liability of Contract period. RCF Ltd. shall not be held responsible.

9. Before the beginning of the Contract, the Contractor should submit Form VII i.e. commencement certificate to HR Dept. through Execution dep't. / Contract Cell.

10. The Contractor has to submit following documents before executing the work/ engagement of contract workers, for permission to enter in RCF Premises:

Copy of Appointment Letter issued by the contractor to his/ her contract worker duly acknowledged by the contract worker (Format already enclosed as Annexure- E )

Copy of Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site.

Duly self-attested copies of the Aadhaar Card and /or PAN Card copies of the contract worker to be engaged.

Medical Fitness Certificate issued by Certified Surgeon.

PF UAN Number (PF UAN Card/ PF UAN related documents) or PF Form 11 (Along with PF Establishment Code).

ESI Insurance Number with E-pehchan Patra or Workmen/Employees Compensation Policy (WC) Under Employees' Compensation Act, 1923 along with declaration on the contractor's letter head that the Wages/salary of the contract workers is above 21,000/-.

11. The Contract Labour and the Supervisors of the Contractors should not be above 60 years of age. The Contractor must produce valid proof of the same like Birth Certificate, School leaving Certificate, etc. Any violation by producing fake proof will be dealt seriously. Any retired/separated contract labour should not be re-engaged as Labour Supervisor.

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

13. Submission of Corporate Governance Certificate about Compliance of all Labour Laws: Under Companies Act, 2013 (Clause 49), it is mandatory requirement of the Principal Employer i.e. RCF Ltd. to certify that the Contractors engaged by RCF Ltd. are complying with all Labour Laws pertaining to the Payment of Minimum Wage including temporary Contact workers, Contribution deposited Regularly towards ESI & PF, Payment of Statutory Bonus so as to state that the Contractors of the Company are strictly adhering to the rules and regulations and are not violating any applicable Labour Laws. Hence, each Contractor/Agency to give monthly

Undertaking with supportive documents stating that they are complying all Laws applicable for all the Contract workers including temporary workers engaged at RCF site (Proforma attached as Annexure H) and should be counter verified by the Execution Dept./ Contract cell and after certification should be forwarded to HR Department.

14. Weekly Off/Holiday:

All the Contract Workers must mandatorily be given a weekly day off (full day). All Contract workers shall get the three National Holidays (26th January, 15th August and 2nd October) as paid Holidays as well as Company's Paid Holidays. Workers working on Weekly off days/ holidays must get substitute holiday/ Overtime as per law.

15. In case the contractor deploys/ engages Migrant workers, the contractor shall comply with all the provisions of The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

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

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

13) Copy of Labour License (as applicable)

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

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

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

17. The following actions are to be followed by the Contractors: -

a) Before the end of the Contract period/ work order period, the existing Contractor/s must give at least 1 months' notice to Contract Workers since the contract is going to end and Contractor should submit Form VII i.e. completion certificate to HR Dept. through Execution dept.

b) The contractor should settle all the legal dues of the contract workers engaged by the contractor at RCF site as per all applicable labour laws such as any unpaid wages, PF settlement/ transfer, Pension claim settlement (if any) , Gratuity etc. as applicable.

c) New contractor before engaging any workers from previous contractor must issue Appointment Letter and complete the formalities narrated at Point No. 21, 22 & 23.

d) The contractor must take care that in case of new/existing contract workers, all the benefits are extended timely and there are no incidence of non-compliances.

e) Execution dep't. / contract cell shall ensure that the Successive Contractor should not engage those Contract Workers who have already worked at RCF site and if at all such contract workers are to be re-engaged, successive Contractor shall ensure that the said Contract Worker/s have completed a break-in-service period of One month; and also subsequently during execution of work, the Contractor must ensure that the Contract Workers are rotated such that at one particular location, the same Contract Workers are not continuously engaged.

f) The Successive Contractor/s must pay the applicable rates of minimum wages timely and should have copy of contribution deposited with PF & ESI Authority and further ensure that the workers get update on monthly PF deposition in their E-passbook.

g) Contractor/s must appoint his / her own Supervisor to supervise the work and no Contract Worker shall take instructions directly from the Principal Employer. Only the Supervisor shall take

instructions from the representative of Principal Employer (Execution Dept. dealing Officer) and further pass the same to their Contract Workers.

18. Formal Appointment Letter (Format already enclosed at Annexure E) shall be issued by Contractor to his Contract Workers mentioning exact Work Period/Work Order period before commencement of work or bringing his Contract Workers inside RCF Premises, and copy/ copies of the Appointment Letter duly acknowledged by the contract worker /s shall be enclosed while applying for Entry Gate Pass/ Permit.

19. Contractor shall issue wage slips as per Form XI to all his/ her Contract Workers, one week before the disbursement of wages.

20. Contractor shall issue Identity Badges/Card as per (Format enclosed already at Annexure F) to all his Contract Workers before bringing his Contract Workers inside RCF Premises.

21. Contractor shall issue Formal Letter (notice of termination/ superannuation notice - Format already enclosed as Annexure G) to all his Contract Workers one month in advance before completion of work/ work order period or date of superannuation.

22. Contractor shall have all supervisory, administrative and disciplinary control over his Contract Workers and it will remain strictly with the Contractor.

23. No Employer–Employee Relationship: Under no circumstances shall the deployed Contract workers be deemed to be an employee of RCF Ltd. The deployed contract worker shall at all times remain employee of the Service Provider/Contractor. Nothing contained herein shall be construed to create or be deemed to create any partnership, agency, or employer-employee relationship between RCF Ltd. and the deployed Contract workers. The relationship shall strictly be that of principal employer and contractor/agent.

24. No Obligation of Employment upon completion or termination of the period of engagement / work order, RCF Ltd. shall not be under any obligation to offer employment to the deployed Contract worker/s. Similarly, the deployed Contract workers shall have no right or claim to seek employment with RCF Ltd.

25. The contractor shall ensure that all dues on superannuation/separation in respect to his contract workers are paid within two working days and nothing is pending on his part. Also, contractor will obtain and submit the No Dues Certificate to Execution Dep't. /Contract Cell for onward submission to the HR Dep't. received from such superannuated/separated contract worker/legal heir to ensure the compliances. Such No Dues Certificate shall be submitted by the Contractor along with monthly running bill/at the time of clearing the Security Deposit/EMD/Bank Guarantee.

XXXXXXXX

## PART- C

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

### GENERAL STANDARD TERMS AND CONDITIONS TO BE INCORPORATED IN NIT

#### 1. LABOUR LICENCE

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

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

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15th day of the month for every preceding month.

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

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

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

The present contribution rates are as under:

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

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

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

The contractor should ensure that compliance of provisions laid down under E.S.I. Act 1948 and also should ensure that all eligible workers are getting ESI permanent Cards /E-Pehchan Card registered with IMP/Hospital/ Dispensary. If any contract worker earns Gross monthly wages more than Rs. 21,000/-, the provisions of The Employees' Compensation Act, 1923 will be made applicable to them, and Insurance Policy covering all such contract workers is required to be obtained under The Employees' Compensation Act, 1923.

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

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

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

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

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

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

### SUBMISSION OF DOCUMENTS TO HR DEPARTMENT:

#### A) BEFORE EXECUTION OF WORK

The copy of the Work Order along-with details of full name, age, fitness, etc., of all workers to be engaged, expected date of commencement of work may be informed immediately before execution of work, so as to Register the name of the Contractor before Registering Officer of the Central Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract workers through Contractors. In addition, if the Contractor is going to engage 50 or more contract workers, necessary Labour License under Contract Labour (R&A) Act is to be obtained by the Contractor before executing the work and copy of the same is to be forwarded to Execution Dep't./ Contract Cell for onwards submission to HR Dep't.

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

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

- Work Order Copy.
- Copies of PF, ESI Code No., Welfare Fund No., Employee Compensation Policy (if not covered under ESIC) and Professional Tax Allotment letters.
- Contactor shall submit Application to HR Dep't. for issuance of Form –III along with copy of Work Order/ L.O.I through Execution Dep't./ Contract Cell so as to enable them to complete the formalities for obtaining Labour License (if applicable). Accordingly, Principal Employer i.e. RCF Ltd. will issue Form No. III to the successful bidder / vendor/ contractor for obtaining Labour License.
- Contractor shall submit Form VII mentioning the Nature of work and the number of contract workers to be engaged from the date of commencement of work.

- List of sub-contractors (if any) to execute the work along with detailed information of Sub-contractors.
- Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.
- Contractor is required to submit labour compliance documents to HR Dept. through Execution Dep't. / Contract Cell to ascertain that the contractor has complied the statutory requirement and same can be forwarded onwards to Authorities by HR Dep't. towards ensuring the compliance on part of Principal Employer i.e. RCF Ltd.

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

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

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

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

Above mentioned compliance documents shall be duly certified by Contractor & Execution Department/Contract Cell & submitted to HR Dept. on a monthly basis to obtain HR

NOC/Clearance. Monthly HR NOC/ Clearance is to be submitted by the Execution Department/Contract Cell, while releasing their running monthly bills to Finance Dept. for further processing of bill payments.

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

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

#### B2. Maintenance of Records:-

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

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

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

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

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

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

6. The contractor shall abide / comply the following:

A) During continuance of the Contract, the Contractor and his/her sub-contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.

B) The contractor shall keep RCF Ltd. indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If RCF Ltd. is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye-laws /Acts /Rules /Regulations including amendments, if any, on the part of the Contractor, RCF Ltd. shall have the right to deduct any money due to the Contractor from running bills or /and including Security Deposit/ BG/ EMD.

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

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

D) Some of the major laws applicable and the compliance is to be made are given below : -

1. Contract Labour (R&A) Act, 1970
2. Employees State Insurance Act, 1948
3. Employees Provident Fund & Misc. Provisions Act, 1952
4. Minimum Wages Act, 1948
5. Payment of Wages Act, 1936
6. The Inter-state Migrant Workmen (Regulation of employment and conditions of Service) Act, 1979
7. Maternity Benefit Act, 1961
8. Employees Compensation Act, 1923
9. Factories Act, 1948
10. Payment of Bonus Act, 1965
11. The Maharashtra Labour Welfare Fund Act, 1953
12. Payment of Gratuity Act, 1972
13. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
14. Professional Tax Act.

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

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

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

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

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

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

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

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

1

## 1. LEAVE

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

## 12. WEEKLY OFF

The workers must be given weekly off as admissible.

## 13. NATIONAL HOLIDAYS

Three National Holidays:

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

These must be granted as paid holidays to all workers.

## 14. WELFARE PROVISIONS

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

## 15. PROHIBITION OF CHILD LABOUR

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

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

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

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

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

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

Main Contractor shall clarify about the compliance of all applicable labour laws in respect of contract workers engaged by the sub-contractors stating that the compliance will be made under the Code No., of Main Contractor/ respective sub-contractors along with the no. of workers engaged. All terms and conditions as applicable to the Main Contractor will be applicable to the sub-contractor.

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

## 17. GENERAL TERMS

- a) Whenever word “Employee” is used please refer the same as “Contract Labour” or “Contractor Worker” and read accordingly.
- b) Contractor shall provide and maintain necessary supervisory staff, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor for all means and purposes.
- c) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 etc. and they are such as Rest Room, Drinking Water facilities, Canteen.
- d) Contractor should complete the work as assigned during his /her contract period.
- e) Contractor should regulate the conditions of employment of his /her contract workers.
- f) Contractor shall keep adequate no. of strength and contractors’ services shall be available as and when required during emergency.
- g) Contract labour shall be in neat and clean uniform, and with proper safety appliances while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.
- h) All persons employed by the contractor shall be his / her own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should be available to give instructions to the contractor workers and will supervise the entire work.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j) Contractor Supervisors should be available at site and give instructions to the Contract Labour. No direct instructions will be given to Contract workers by RCF Officials.
- k) The contractor shall be solely responsible for the manner and method of executing the work.
- l) All liabilities on legal aspects of contract workers lies with the contractor himself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations can lead to termination of the contract.
- n) The Contractor shall indemnify and keep RCF indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company

shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

## 18. CONTRACTUAL OBLIGATIONS

18.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should present all relevant records to the HR Department through Execution Dept. / Contract cell to ensure strict compliance. If the contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dep't. / Contract cell may, in its discretion cancel the contract.

18.2 The Contractor shall keep and maintain all records as are required under applicable labour laws and shall furnish all information, report(s) and return(s) as and when required to be furnished to the concerned authorities.

18.3 RCF reserves right to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the applicable Labour Laws and Regulations are being complied by the contractor and that the contract worker are not denied the rights and benefits to which they are entitled under such provisions, and any violation shall constitute a ground for termination of the contract, as may be deemed fit.

18.4. UNIFORM - The Contractor has to provide Uniform, rainy shoes and umbrella/ raincoat to his/her contract workers engaged at RCF site. Contractor has to ensure that the contract workers wear their uniform while on duty.

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

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

## 21. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

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

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

i) Muster Roll } OR Muster-Cum-Wage Register

ii) Register of Wages } OR Muster-Cum-Wage Register

iii) Issue Wage Slips to the workers at least a day prior to the disbursement of Wages.

iv) Issue of Employment Card /Identity Card.

02) Under Minimum Wages Act

(a) Muster Roll

(b) Register of Wages

(c) Register of Deductions

(d) Register of Overtime

(e) Register of Fines

(f) Register of Advances

03) Factories Act:

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

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04) Employees State Insurance Act 1948

(a) Accident Registers

(b) Inspection Book

05) Combined Registers:

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

Form A: Employee Register.

Form B: Wage Register

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

Form D: Attendance/Muster-Roll Register.

22. Compliance to Provisions under POSH Act, 2013

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

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

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

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

**NOTE:**

1) It shall be noted that as Central Government has enforced the New Labour Codes (New Labour Law Reforms) i.e. The Code on Wages, 2019; The Industrial Relations (IR) Code, 2020; The Occupational Safety, Health and Working Conditions Code (OSH&WC), 2020; The Code on

Social Security, 2020, vide Press Release dated 21st November'2025, the amendments made thereunder shall supersede (wherever applicable) the relevant clauses/ provisions.

2) Further, whenever Rules will be notified by the Appropriate State and /or Central Government, same shall be made applicable with their effective date.

3) The Execution department refers to the User/ Indenting Department who are going to utilize the service of the contract in practice.

\*\*\*\*\*

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

Various HR compliance related formats for reference only

**ANNEXURE-B**

Forwarding Letters

**On the letterhead of the Contractor**

Date :-

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

**Sub :- Request for Issuing HR Clearance / NOC for the Bill of Month \_\_\_\_\_**

Respected Sir / Madam,

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

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

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

Thanking you,

M/s. \_\_\_\_\_

( \_\_\_\_\_ )

(Contractors Signature & Stamp)

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

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

Date : ——

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

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

Respected Sir / Madam,

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

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

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

Regards,

(Signature with rubber Stamp of Execution Deptt. Officer)

**Note :-**

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

दिनांक -

प्रति,  
मेसर्स .....

..... (कंत्राटदाराचे नाव)

**विषय:- ना हरकत प्रमाणपत्र ( NOC)**

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

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

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

आपला / आपले विश्वासू  
(कामगारांची नावे)

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

**कंत्राटदाराची सही व शिक्का**

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

## CONTRACT WORKER APPOINTMENT LETTER

(To be issued by Contractor)

<Company / Contractor Letterhead>

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Ref No: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

To,

Mr. /Ms. \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No. \_\_\_\_\_

Aadhaar No. \_\_\_\_\_

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

Dear Sir/Madam,

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

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

### **1. Nature of Engagement**

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

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

### **2. Place of Work**

You will be deployed at:

**Unit/Department:** \_\_\_\_\_

**Location:** \_\_\_\_\_

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

### **3. Period of engagement**

Your engagement shall commence from: **Date:** \_\_\_ / \_\_\_ / \_\_\_ Till **Date:** \_\_\_ / \_\_\_ / \_\_\_.

### **4. Duties and Responsibilities**

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

## **5. Wage**

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

## **6. EPF & ESI Benefits:**

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

ESI Contribution: As applicable

Any change will be intimated accordingly.

## **7. Safety, Discipline and Conduct**

You shall:

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

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

## **8. Identity and Access**

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

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

## **9. Termination of Engagement**

Your engagement may be terminated:

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

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

## **10. Governing Law**

This engagement shall be governed by applicable labour laws.

## **11. Acceptance**

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

For M/s \_\_\_\_\_  
(Contractor)

### **Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### **Accepted by Contract Worker**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM NO. 36**  
(See rule 110-A)

**IDENTITY CARD**

(a) Recent Passport Size Photograph of the Worker -



Signature or Left thumb Impression  
of the Worker

(b) Name and Address of the Factory -

(c) Full Name and Address of the Worker -

(d) Date of Birth of the Worker -

(e) Date of Joining the Service --

Signature of Manager or Authorised Agent

Date of Issue:

I-Card

**ANNEXURE-H**

Monthly Undertaking-Corporate  
Governance requirement

(FOR CONTRACTOR - LABOUR LAW COMPLIANCE)

Date: \_\_\_\_\_

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

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

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

I hereby confirm and undertake as under:

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

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

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

For M/s \_\_\_\_\_ (Contractor Name)

Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature & Seal: \_\_\_\_\_

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