

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

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

Department : Factory Civil Maintenance

Office Address: Room No. 1/2, Nirman Bhavan, RCF Factory,  
Mahul Road, Chembur, Mumbai-400074.

(Tel. No. 2552 2545, email: bkjoshi@rcfltd.com)

**Stage I Bid : (ENVELOPE II)**

**Technical & Un-Priced Commercial Bid & Prequalification  
documents**

**Tender ref. No: RCF/TU/FCM/Earth filling/2013**

**Tender Work**

**Earth filling work – Preparation for Construction of Gate  
No. 4 at RCF Trombay Factory**

**All the bid documents to be dropped in the tender box at the office  
of Chief Manager(Civil), Room no.1/2, Nirman Bhavan, RCF Factory  
latest by 2:30 P.M. on 06.08.2013.**

**Opening of Bids: 06.08.2013 on 3:00P.M. (At above mentioned office)**

**Name of the Bidder:**

# RASHTRIYA CHEMICALS & FERTILIZERS LTD.

## (A Government of India Undertaking)

Registered office: Priyadarshini, Eastern Express Highway, Sion : Mumbai: 400022.  
 Department : Factory Civil Maintenance  
 Office Address: Room No. 1/2, Nirman Bhavan, RCF Factory,  
 Mahul Road, Chembur, Mumbai-400074.

RCF/TU/FCM/Earth Filling/2013

13/07/2013

**Tender work :- Earth Filling Work – Preparation for Construction of Gate No. 4  
 at RCF Trombay Factory.**

### Non transferable form

### Contents Of Bid Document (Two stages Bidding)

Bid Stage	Contents
I  ( Technical & Un priced commercial Bid & Prequalification Papers)	Notice Inviting Tender & Prequalification criteria
	Format for ECS. (Appendix A & B)
	General Terms & Conditions of the Contract (GTCC)
	Appendix C : Deviation sheet
	Schedule Of Quantities
II (Price Bid )	Bid Form
	Schedule of Quantities & Special conditions (if any)

**Chief Manager (Civil)  
RCF Ltd.**

Seal &amp; signature of the Bidder

Place ----- &amp; Date: \_\_\_\_\_

**NOTICE INVITING TENDER (NIT)**

RCF/TU/FCM/Earth filling/2013

Date: 13/07/2013

**Invitation of Bid Offer:**

The sealed **Lumpsum Rate** Offer is invited hereby from the parties in two stages of bidding system. The bids are invited in three sealed envelopes specified against each as detailed here under. The each sealed envelope & outer sealed big cover shall be super-scribed with Tender Reference Number, Name of Work & content in it. All three sealed envelopes shall be put in the outer big sealed cover. The NIT shall prevail over the inconsistency terms & conditions of GTCC.

**Stage I Bidding**

- **Sealed Envelope- I : Earnest Money Deposit (EMD).**

The bidder shall furnish the EMD of **₹.15,000/-** by depositing the EMD directly to 'Power Jyoti' account (Account no. 32376445560) of State Bank of India, Mahul road branch, Chembur. **No DD/Bankers cheque or EMD in any other form will be accepted.** By this facility bidder can deposit money in the nearest SBI branch anywhere in India by using Triplicate Challan. This challan is available on RCF's website ([www.rcfltd.com](http://www.rcfltd.com)) under the head 'Financials'. While submitting the tender, the bidder has to attach company copy of challan along with tender documents. The bidders, submitting the tenders for first time in RCF Ltd., Trombay Unit shall submit format for ECS registration as per Appendix A on their letterhead.

- **Sealed Envelope – II : Technical & Un-priced commercial Bid and Prequalification documents as per Prequalification Criteria**

The bidder shall sign each & every component of the Bid document. The bidder shall stipulate any deviations from the terms & conditions laid down in this Bid document in the prescribed format 'Appendix C' only. The bidder shall note the deviations if any shall not be mentioned anywhere else in this bid document or in the covering letter and such stipulations not in the prescribed format shall be considered null & void & may render the bid itself non-responsive. The bidders are directed herewith to stipulate the deviations if it is considered by them imperative & unavoidable. The bid shall be considered non responsive bid & rejected on the ground of substantial deviations at the sole discretion of RCF. In case of non-responsive bid so declared by RCF for non-acceptance of the deviations, the price bid of the bidder shall not be opened & EMD shall be refunded at an earliest possible.

**Stage II Bidding**

- **Sealed Envelope- III: Price Bid.**

The bidder shall have to quote lumpsum rate correctly, precisely & distinctly in figures as well as in words. The quoted lumpsum rate expressed in words shall prevail over expressed in figure the computation of amounts shall be accurate & in line of your lumpsum rate offer. The Bid value expressed in words shall prevail & be treated as conclusive bid offer.

**Submission & opening of the BID documents:**

The Bidders shall submit the duly filled in all the bid documents by affixing the copies of relevant papers as directed & signing on each page & every component & send the sealed documents through hand delivery so as to drop in Tender Box which is kept at the office of Chief Manager (Civil), Room No. 1/2, Nirman Bhavan, RCF Factory, Mahul Road, Chembur, Mumbai-400074, **latest by 02:30 P.M. on or before 06.08.2013.**



RCF/TU/FCM/Earth filling/2013

**Tender work: Earth Filling Work – Preparation for Construction of Gate No. 4 at RCF Trombay Factory.**

**Prequalification Criteria**

1. Experience of having successfully completed similar works (work order copies and *completion certificates must be enclosed*) during last seven years shall be either of the following
  - (a) Minimum 40000 M<sub>3</sub> quantity of earth filling in single work order
  - or**
  - (b) Two work orders having minimum 25000 M<sub>3</sub> quantity of earth filling in each work order.
  - or**
  - (c) Three work orders having minimum 20000 M<sub>3</sub> quantity of earth filling in each work order.
3. Provident Fund Registration code (PF no.)(certificate copy must be enclosed)
4. Employees State Insurance Corporation's (ESIC) Registration code. (certificate copy must be enclosed)
5. Income Tax Department's PAN.(photo copy must be enclosed)
6. VAT registration no.(certificate copy must be enclosed)
7. Service Tax registration no.(certificate copy must be enclosed)
8. Organization chart with list of qualified & experienced technical staff.
9. List of equipment/machineries etc. owned by the company or support letter.
10. A valid e-mail id and valid digital signature certificate
11. Attested balance sheet for last three years.

*(Note: Bidders must enclose self attested photo copy of certificates / registrations in support. Only mentioning the VAT/ ST/ PAN/ PF/ ESIC numbers on paper will not be taken into account and bidder may be disqualified. It is necessary to submit all the documents as mentioned above. In the absence of any relevant document, offers may be rejected as per the sole discretion of RCF Ltd.)*

RCF/TU/FCM/Earth Filling/2013

**Tender work : Earth Filling Work – Preparation of Construction of Gate No. 4  
at RCF Trombay Factory.**

**Basic Information Sheet**

1. Name of the Firm:
2. Year of Establishment:
3. Office Address:
4. Correspondence Address :
5. Telephone Nos. :
6. Fax Nos.:
7. Valid e-mail id:
8. Details of the Contact person authorized by firm for this tender work :  
Name :  
Designation :  
Telephone No. : Mobile No.:  
Valid e-mail id :
9. Status of the Firm: (Whether a co. registered under cos. Act 1956 or a partnership firm or a propriety concern)
10. Names of the Chairman/M.D./Directors (in case of companies) or name of the Partners (in case of Partnership firm. A copy of partnership deed to be enclosed) or name of the Proprietor (in case of proprietary concern):

*( Note: Bidders are requested to submit the above details on their letterhead.)*

**APPENDIX : A****VENDOR DATA UPDATION FORM**

**Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.**

Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.

Sr.No	Title	Sub Titles	Purpose to be used for			
<b>I</b>	<b>NAME</b>	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name ( As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		<b>RCF Vendor Code</b>		( for existing RCF Vendors)		
		<b>RCF Vendor Code</b> ( for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
<b>II</b>	<b>ADDRESS</b>	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
<b>III</b>	<b>SUPPLY STATE</b>	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
<b>IV</b>	<b>COMMUNICATION</b>	Contact person	*			
		Telephone incl. ext.	*	STD Code	Tel No	Extn
		Mobile Phone				
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		<i>by email only</i>		
<b>V</b>	<b>ACCOUNT CONTROL</b>	If also a RCF's Customer ?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		
<b>VI</b>	<b>TAX INFORMATION</b>	CST Reg NO. for C forms				
		LST No. ( Local VAT REG NO)				
		Service Tax Reg. No.				
		Excise Reg. No.				
		PAN NO.	*			





**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED (RCF)**  
**CHEMBUR, MUMBAI-74 FACTORY CIVIL MAINTENANCE DEPARTMENT**  
**GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTCC)**

**1.0 DEFINITIONS :**

The following expression shall have the meanings specified against the respective item wherever used in this document, unless repugnant to the context and meaning thereof :

- (a) The term Contract shall mean and include any award of work for fabrication, construction, civil works including civil structures, erection, commissioning including supply, erection of equipment, renovations, repairs etc. and also including contract for services.
- (b) The term ‘Contractor’ shall mean the person (s), firm or company with whom the contract is placed and shall be deemed to include their representatives, heirs, executors and administrators, successors approved by RCF unless excluded by the contract and the term defined under the Provisions of the Contract Labour Act.
- (c) Contract’ shall mean and include work order, the accepted schedule of rates or the scheduled of rates of RCF modified by the tender percentage for items of the works quantified or not quantified, the general conditions of contract, the special conditions of contract (if any), the drawings, the specifications, the special specifications (if any), tender documents etc.
- (d) Effective Date of Contract means the date of start of work as mentioned in the Work Order / Letter of Intent.
- (e) ‘Equipment’ means any items of plant and machinery, equipment, accessory or thing supplied by RCF to be erected / installed by Contractor.
- (f) ‘Initial Contract Price’ means the value of Work Contract initially as per Schedule.
- (g) The term ‘RCF’ or Company shall mean Rashtriya Chemicals & Fertilizers Limited having its Registered Office at ‘Priyadarshini’ Eastern Express Highway, Sion, Mumbai- 400 022 and shall include the administrative and executive officers authorized to deal with all the matters relating to the contract.
- (h) Site’ shall mean the site and other places on, in or through which the works are to be carried out and any other lands or places provided by RCF for the purpose of contract.
- (i) Work’ means all duties, responsibilities and obligations to be discharged by Contractor pursuant to the Contract.
- (j) ‘Administrative Charge’: Chief Manager or equivalent designated manager and/ or above Senior managers of RCF shall mean administrative charge of work.
- (k) ‘Engineer’ shall mean the executive in-charge of works and shall include the senior Engineer of this Department of RCF.
- (l) ‘Engineer’s Representative’ shall mean the Engineer’s Assistant, Supervisor assisting the Engineer in the execution of works.

- (m) ‘Specifications’ shall mean the specifications for materials and works issued by Engineer or as amplified, added or specified by special conditions, if any.
- (n) ‘Drawings’ shall mean the maps, drawings, plans, tracings or prints issued, if any, or that may be issued from time to time by the Engineer.
- (o) ‘Period of Maintenance’ shall mean the specified period of maintenance from date of completion / contractual closing period of the work as certified by the Engineer.

## 2.0 **INSTRUCTIONS FOR SUBMISSION OF TENDER :**

- (i) The tenderes are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender.
- (ii) Tenderers shall quote the tender in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the tenderer. Tenders should be signed by person/s that are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.
- (iii) Tender format should contain columns for amount in Rupees (if any), and amount in words.
- (iv) The tenderers shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the tenderers, who resort to canvassing, will be rejected outright.
- (v) The work may be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of RCF Management.
- (vi) Submission of a tender will be conclusive evidence to the fact that the tenderer has fully satisfied himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract,, local precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
- (vii) It will be obligatory on the part of tenderer to sign the documents for all the component part on each and every page.

## 3.0 **AMENDMENT TO NIT**

At any time prior to the deadline for submission of bids, RCF or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

#### **4.0 SUBMISSION OF TENDERS:**

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

#### **5.0 EARNEST MONEY DEPOSIT (EMD)**

The bidders have to deposit the EMD directly to ‘Power Jyoti’ account (Account no. 32376445560) of State Bank of India, Mahul road branch, Chembur. **No DD/Bankers cheque or EMD in any other form will be accepted.** By this facility bidder can deposit money in the nearest SBI branch anywhere in India by using Triplicate Challan. This challan is available on RCF’s website ([www.rcfltd.com](http://www.rcfltd.com)) under the head ‘Financials’. While submitting the tender, the bidder has to attach company copy of challan along with tender documents. The bidders, submitting the tenders for first time in RCF Ltd., Trombay Unit shall submit format for ECS registration as per Appendix A on their letterhead. The EMD will be forfeited in the event of the Contractor failing to commence the work within a reasonable period. The Earnest money deposited (E.M.D.) by the successful tenderer shall be appropriated towards Security deposit. The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded as soon as possible.

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

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

The decision of RCF regarding performance evaluation shall be final & binding on the Contractors.

#### **7.0 VALIDITY OF BIDS:**

Bids shall be valid for at least 90 days after the date of submission of bid in RCF Ltd. A bid valid for a shorter period may be rejected at the discretion of RCF. In exceptional circumstances, RCF may solicit the bidder’s consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of RCF. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by RCF due to change in specifications / scope or otherwise.

**8.0 AMENDMENT OF BIDS:**

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

**9.0 OPENING OF BIDS.**

The tenderers shall arrange to drop their tenders duly filled in along with EMD in the drop box provided at the mentioned address. Regret letters may be faxed or sent in time before opening of the Bids. Any bid received after the opening of bids will be treated as 'Late bids' and will be ignored.

**10.0 NEGOTIATIONS:**

RCF reserves the right to conduct negotiations with Contractors to have the possible reduction from the original offer or if the condition so warrants. RCF reserves the right to divide the work in appropriate parts by negotiating with the bidders. The bidders shall attend the negotiation meeting in time upon intimation to them by RCF.

**11.0 AWARD AND SIGNING OF CONTRACTS / WORK ORDERS :**

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

**12.0 SCOPE OF WORK :**

- (A) The Scope of Work consists of Supplying, Filling, Dozing, Leveling of earth for filling in low lying area inside Factory premises :-

Near to boundary wall on South Side of Factory, towards behind instrument workshop, including watering, rolling with 10 – 12 T roller.

- (B) Bidder will not be permitted stone boulders in supply of earth for filling work.
- (C) As the gas lines of M/s. GAIL are passing through the area of filling, the filling has to be done under supervision of RCF Engineer.
- (D) Any temporary approaches required to be made shall be removed after completion of scope of work.
- (E) Contractor should visit the site of work before submitting the tenders.
- (F) Security deposit 10 % of award price shall be deposited by bidder over & above quoted amount in the form of DD only which shall be released after three months after date of completion of work.

**13.0 SCOPE OF SERVICES :**

The Contractor shall execute the whole and every part of the work with good workmanship and quality and to the satisfaction of RCF. Contractor shall arrange all tools, tackles, material handling equipment, welding equipment and cables, welding rods, scaffoldings, consumable stores safety equipment & appliances and all other equipment/accessories required for execution of work. These shall not be removed from the site without the written permission of the RCF. Contractor shall provide necessary supervisory staff and work force required for the execution of the contract. Contractor shall immediately on receipt of notice from RCF, make good any defective work without any cost to RCF. Contractor for this work shall co-ordinate with other Contractors who will be simultaneously carrying out the work in the same area. The work shall be completed as per detailed time schedule, which shall be prepared after issue of work order. The Contractor shall execute the work as per the sequence given by the Engineer-in-charge from time to time. The Contractor shall be required to set out the works and to provide at his own cost, all the materials and labours and shall be entirely responsible for true and perfect setting out and for the correctness of all levels, dimensions, alignments etc. of all the parts of the work to the satisfaction of Engineer. The periodic testing for the samples of materials going into the work shall be done in the approved laboratories at the discretion of Engineer. Cost for the same will be borne by the Contractor. To determine the acceptable standard of materials and workmanship a sample shall be made and completed by the Contractor in all the respects as directed by Engineer. After approval of such sample of the work, the further works shall be carried out by the Contractor as directed by the Engineer.

**14.0 EFFECTIVE DATE :**

Effective date of Contract / Work Order shall be the date as specified in the Letter of intent or Work Order. The completion period of the contract shall be inclusive of the mobilization period of 10 days to commence the work and Contractor shall proceed with the work with due expedition and without delay. The Contractor shall take instructions and seek the assistance to take up the work in time by contacting the Engineer. The Contractor shall submit the list of his authorized officials and their authorization to Engineer in time.

**15.0 LIQUIDATED DAMAGES :**

If the Contractor fails to complete the work and clear the site on or before the schedule date of completion or the Contractor has not achieved the progress of work as set out in time schedule, the Contractor shall be liable without prejudice to the right and remedy of RCF on account of such failure, be liable to pay the compensation as Liquidated Damages (L.D.) equivalent to 1% (One percent) of the contract value of the work for each week or part of the week for which the Contractor is in default subject to maximum of 10% of the contract value of the work.

**16.0 SECURITY DEPOSIT :**

On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall have to pay Security Deposit worked out as follows :

i) 10% of the value of work order value within one week after issue of Work Order.

The period of maintenance shall be **03 (three)** months from the date of handing over the work to Engineer after satisfactory execution of work in opinion of Engineer. The

Security Deposit so deducted from the Bills of the Contractor shall be retained with RCF for the period of maintenance. The work executed by the Contractor shall be under the maintenance period of contract for satisfactory performance and free from all defects. In the event of any defects being noticed in the work during the maintenance 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 maintenance, deduction against Security Deposit shall be recovered as may deem fit at the discretion of RCF. SD deducted from running bills may be released after payment of final bill, in such case contractor has to submit a Bank Guarantee against SD which is valid for 6 months.

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.

**17.0 PRICE ADJUSTMENT / ESCALATION :**

The Contractor's accepted offer shall remain firm and subject to no escalation whatsoever during the entire contract period of the work.

**18.0 TAXES / DUTIES :**

All applicable taxes & duties shall be borne by bidder.

**19.0 RIGHTS OF CANCELLATION :**

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

- (i) The Contractor does not adhere to any of the terms and conditions of the contract.
- (ii) The contract or fails to execute the job in time.
- (iii) The quality of the supply received/workmanship is poor or not in conformity with the requirement.
- (iv) The Contractor attempts for any corrupt practices.
- (v) The Contractor becomes bankrupt or goes into liquidation.
- (vi) The Contractor makes a general assignment for the benefit of creditors.
- (vii) A receiver is appointed for any of the properties owned by the Contractor.

Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it. RCF in that event will be entitled to get the job executed from any other sources and recover the excess payment over the Contractor's agreed price, (if any), from the Contractor. RCF also reserves the right to cancel the contract due to Force Majeure conditions and the Contractor will have no claim of compensation whatsoever.

**20.0 TERMINATION FOR CONVENIENCE :**

RCF may, by written notice sent to the Contractor, terminate the contract, in whole or in part, at any time for RCF's convenience. The notice of termination shall specify that termination is for RCF's convenience, the date /extent to which such termination

becomes effective. The works that are complete, at the time of receipt of notice of termination shall be taken over by RCF at the contract terms and prices.

**21.0 PAYMENT TERMS:**

Bidder has to deposit award amount within one week against offer given by RCF. Work Order will be issued after deposit of amount within the week & earth filling job will be started after issue of W.O. from RCF.

**22.0 VARIATION IN SCOPE OF WORK:**

Quantities indicated in Schedule of quantities are subject to variation on either side. The quantity of individual item may be deleted. Contractor shall not be entitled for any compensation on this account and the quoted rates shall hold good for such Quantity variations etc. 10% increase in the overall initial work value shall be allowed as per the sole discretion of RCF as per requirement in the work and RCF reserves the right and it is binding on the part of Contractor to adhere with the terms & conditions of the awarded contract

**23.0 FORCE MAJEURE:**

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

Should either party be prevented from fulfilling the obligations provided for in the contract by the existence of causes of Force Majeure lasting continuously for a period exceeding 3 months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

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

**24.0 JURISDICTION :**

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

**25.0 DISPUTES AND ARBITRATION :**

In the event of any question, dispute or difference arising under this contract, the same shall be referred to the sole arbitration of a person appointed to be the Arbitrator by CMD, RCF. It will be of 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 this 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 of RCF to appoint another Arbitrator in place of outgoing Arbitrator in the manner aforesaid. The venue of Arbitration shall be Mumbai.

In the event of any dispute or difference between RCF and any other Public Sector Undertaking or between RCF and Government Department relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party to the Arbitration machinery provided by the Department of Public Enterprises.

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

At single point at site Power shall be made available free of cost and water shall also be made available free of cost.

Contractor shall be provided with limited amount of open space near the site, free of cost. He shall not use at any time any other open / covered land near the site other than the space provided for his use, without the permission of RCF. Contractor shall specify his minimum requirement of space at site well in advance.

Contractor will be permitted to construct temporary sheds at the space allotted to him at his own cost to accommodate his site office / stores. Any temporary structure set up at site by Contractor shall be of sound construction and Contractor shall be solely responsible for any damage or consequence thereof of the same. Any temporary structure made by Contractor in connection with the work shall be dismantled and removed by him and entire area where the work was performed cleared of any surplus or scrap materials, rubbish or debris within thirty days of issue of Taking over Certificate or such earlier date as RCF may require. In order to complete the work in the scheduled time, the Contractor will be allowed to work beyond normal working hours.

#### **27.0 LAWS PERTAINING TO LABOUR:**

- (i) Contractor shall obtain all licenses / permits required for the employment of labour at site under relevant laws and shall maintain all such registers / records as required by such laws in force for the time being and display such information and notices as are required. Any information required by Personnel & Welfare Department of RCF for discharge of obligations under such laws shall be promptly furnished by the Contractor.

The Contractor shall keep the Employer - RCF indemnified in case of any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Employer-RCF shall have the



right to deduct any money due to the Contractor including Security Deposits/pending and other running bills.

Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.

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

- Work Order Copy.
- ESI & PF Allotment letter.
- Labour Licence/application for Labour Licence for Form No.V by the Principal Employer, if applicable.
- Nature of work and the no. of workers to be engaged from the date of commencement of work.
- List of sub-Contractors, if any, to execute the work along with detail information of Sub-Contractors.
- Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.

Execution Dept. may please ensure that all above documents are forwarded to Personnel Dept., by the Contractor through Execution Dept. This must reach to Personnel Dept., before forwarding first bill of Contractors for payment so as to comply with the requirements of Law.

**LABOUR LICENCE-**

- (i) Contractor engaging 20 or more workers must obtain valid Labour Licence for employing no., of persons as Contract Labour and it should mentioned the location and the maximum no. of contract labour to be employed/ engaged before actual execution of work and copy be forwarded to Personnel Dept., before actual execution of work. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement.
- (ii) Contractor shall keep muster rolls of the labour employed at site noting their attendance and wages. Payments to them shall be made as per rules in the force. Such rolls shall always be open for inspection by RCF.
- (iii) Contractor must obtain Registration No. under Bombay Labour Welfare Fund Act & also submit ESI, PF, allotment letter issued by Govt. authorities to RCF before execution at work at RCF site.
- (iv) If the work entails employing 20 (twenty) or more contract workers, the Contractor should obtain a license from competent authority as per provisions of contract labour (Regulations and Abolition) Act-1970 and the Maharashtra Contract Labour (R&A) Rules – 1971 and produce copy before actual commencement of work at RCF site..
- (v) The Contractor will be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in execution of this contract, which he is liable to pay by rule, law or order of Government. The expenses, if any, incurred by RCF on the above will be recovered from the Contractor, from any amount that may be due from RCF

to the Contractor. If any accident or injury or death is sustained by any worker, the Contractor should immediately inform RCF in writing giving full particulars about the injured person for preparing the accident report and giving the necessary first aid.

- (vi) The Contractor shall ensure that at all times the persons appointed by him to serve in the company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.
- (vii) If required, the employees and those declared unfit shall be removed by the Contractor taking action promptly.
- (viii) The Contractor shall ensure that the person or persons appointed or to be appointed by those for service in the company's premises do not suffer from any legal disqualification for service by reason of his age or any law or statute in force from time to time or any other reason whatsoever.
- (ix) The employees of the Contractor shall be liable to search by the Company's Security Force and shall have to strictly observe the Company's directions.
- (x) If the Company is not satisfied with the services for conduct of any of the employees of the Contractor for any reason whatsoever, the Contractor shall remove such employees from the Company's premises.
- (xi) The Contractor shall comply with all the Central, State and Municipal laws and rules and shall be solely responsible for complying with the provisions. Any obligations, financial or otherwise, imposed under any statutory enactments, rules, and regulations there under seven intimated shall be the sole responsibility of the Contractor.
- (xii) The Contractor should deposit the P.F & ESIC contributions on every calendar month; the Contractor should give such list of employees and recovery of P.F. & ESIC from them as also the Contractor's contribution. The bill shall be passed for payment only after the Contractor produces the receipts of P.F. as well as ESIC contributions of workers.
- (xiii) The Contractor shall cover their employees under the Group Personal Accident Insurance Scheme.
- (xvi) Engagement of child Labour / Adolescent is prohibited and any one violating this clause will be Black Listed and whenever there are violation of the Provisions, the Company will resort to legal action against the Employer as deemed fit.
- [xv] All persons employed by the Contractor shall be his own employees for all intends and purposes i.e., Contractors own strength. Contractor Supervisors should available to give instructions to the Contractor workers and will supervise the entire work.
- [xvi] The Contractor shall ensure that he, his sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company.

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

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

“Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person/ contract labour shall be employed without the valid certificate of fitness”. Execution Department while granting the permission for entry of contract workman shall ensure that a certificate is produced by the Contractor in respect of each worker engaged and the copy of the same is maintained in the record so as to produce to be authority whenever asked for.

It is the responsibility of the Contractor to get the Pre-Employment Medical Examination of his workers, done from the Doctor/Agency whose addresses are available with the contract awarding Authority (Execution Dept.), so as to get the certificate from the said Competent Authority. Such Pre-Employment Fitness Certificate obtained by the Contract Awarding Authority/ Department from each Contractor and maintained separately would be periodically checked at random by the Factory Medical Officer/ Welfare Officer.

### **SAFETY OF WORKERS: (For Site Job)**

- Contractor shall take clearance from Safety Department before start of any job within factory premises and their advice shall be implemented in letter & spirit.
- Report of every accident minor or major must be immediately submitted to the Chief Safety officer, RCF Chembur by Shift Incharge and Site Incharge of the Contractor.
- Every employee of the Contractor must undergo the job safety training conducted by RCF Safety Deptt., as per advice of Chief Safety Officer, RCF, Chembur. Contractor shall report to Safety Department for above course.
- Contractor must supply necessary safety appliances to his workmen and workmen must wear appropriate safety appliances e.g. Helmet, Gas Masks, Safety Belt etc. while working. All safety appliances shall be of good quality, standard make and BIS certified.
- All tools, tackles etc. used by the Contractor shall be in safe working condition and shall be certified by the Competent person as per statutory requirements, and any damaged/unsuitable tools & tackles must be removed from the Site.
- Contractor shall not undertake any work within the Battery Limits of the Plants, unless proper and valid Safety Work Permit is obtained from concerned Plant/ Dept.
- In case any of the safety provisions are violated, the entry Gate Pass of the concerned Worker/workers shall be suspended and necessary action will be taken.
- The Contractor shall abide by all the directives of RCF and statutory bodies regarding Safety of his workmen, equipments etc. issued to him from time to time.
- The Contractor shall submit, before actual commencement of the work, the Names, Permanent & Present Address / Age / Qualifications, experience and two Passport size photograph of all employees to be placed at Site to RCF's Personnel Deptt. Any addition to the strength or Workers shall also be intimated to RCF immediately with all details.
- After completion of job at the site, contractor shall remove all unwanted/ scrap material, material used during the course of the job, e.g. scaffolding tubes, tools/tackles, metal plates, wooden planks, cotton rags, empty drums, etc. from site and clean up the concerned area to maintain Good housekeeping inside the Plant. A certificate of completion/ surrounding area cleaned-up, shall be obtained from the concerned Plant authority and the same shall be made a part of the job completion document.
- Dress Code : All contractor workmen should have dress i.e. proper fitting shirt, pant and shoes in factory premises. Personal protective equipments applicable for specific jobs shall be used as additional measures.

- Horse-play, fooling, quarrels/ fights, over speeding of vehicles, talking on mobiles while driving the vehicles, more than two persons on a two wheeler, smoking in Plant area is strictly prohibited.
- Contractor shall have appropriate mode of transport of the material like tempo, truck, tankers etc. in good condition with valid RTO registration and other statutory documents. The drivers should have valid driving license and they must abide by RTO regulations inside the factory.

**PENALTIES FOR NON ADHERENCE OF SAFETY :-**

The party shall be penalized for any violation of safety rules by their workers/supervisors at workplace during execution of job. Monetary Penalty shall be imposed as per below list for safety violations. Repeated violations shall lead to suspension /stoppage of the work and cancellation of Work Order.

Following shall be termed as violation of safety rules and the monetary fine imposed upon the party shall be as elaborated below :-

- i) Person not wearing safety helmet during working as per job requirement :  
₹. 500/- per each person.
- ii) Person not wearing shoes during working as per job requirement: ₹. 500/- per each person.
- iii) Person not wearing Safety belt (double lanyard full body harness) during working as per the job requirement: ₹. 1000/- per each person.
- iv) Person not wearing face shield during working as per the job requirement:  
₹. 500/- per each person.
- v) Person working with lifting/lowering tools/tackles without valid test certificate: ₹. 2000/- per tool/tackle.
- vi) Person working with electrical supply connection without appropriate plugpin:  
₹. 1000/- per plug pin connection.

## RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(TROMBAY UNIT)

### 1. CONTRACTOR'S LABOUR AND HEALTH REGULATIONS. (C.L.H.R.)

1. **Short Title** : These regulations may be called 'The Company's Labour Regulations'.
2. **Definition** : In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively that is to say :
  - (1) 'Labour' means workers employed by the Company's contractor directly or indirectly through a sub-contractor or other persons or by any agent on his behalf.
  - (2) 'Fair wages' means wages notified at the time for the work and where such wages have not been so notified, the wages prescribed by the C.P.W.D. for the district in which the work is done.
  - (3) 'Contractor' shall include every person whether a sub-contractor, head-man or agent employing labour on the work taken on contract.
  - (4) 'Wages' shall have the same meaning as defined in the Payment of the Wages Act and includes time and piece rate wages.
  - (5) 'The Central Government Company' shall mean The Rashtriya Chemicals & Fertilizers Ltd.
3. **Display of Notice regarding Wages and Cards** : The contractor shall before he commences his work on contract (a) display and correctly maintain in clean and legible condition in conspicuous places on the work, notice in English and in the local Indian languages spoken by the majority of the workers, giving the rates of wages which have been certified by the Engineer or Regional Labour Commissioner as fair wages and the hours work for which such wages are earned and (b) send a copy of such notices to certifying Officers.
4. **Payment of Wages** : (1) Wages due to every worker shall be paid to him direct (2) All wages shall be paid in current coin or currency or in both.
5. **Fixation of Wage Periods** : (1) The Contractor shall fix wage periods in respect of which the wages shall be payable. (2) No wage period shall exceed one month. (3) Wages of every workman employed in the contract shall be paid before the expiry of ten days after last day of the wages period in respect of which the wages are payable. (4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid which his employment is terminated. (5) All payments of wages shall be made on a working day except when the work is completed before the expiry of wages period in which case the final payment shall be made within 48 hours of the last working day.

Note : The term working day means a day on which work the labour is employed, and is in progress.
6. **Wages Books and Wage Slips** : (1) The Contractor shall maintain wage book of each worker in such form as may be convenient, but the same shall include the following particulars, (i) Rate of daily or monthly wages (ii) Nature of work on which employed (iii) Total No. of days worked during each wage period (iv) Total amount payable for the due work during each wage period (v) All deductions made from the wage with an indication in each case of the ground for which the deduction is made (vi) Wages actually paid for each wage period (2) The Contractor shall also maintain a wage slip for each worker employed on the work (3) The Engineer may grant an exemption, from the maintenance of wage books and wage slips to a Contractor, who in his opinion may not directly or indirectly employ more than 50 persons on the work

7. **(I) Fines and Deductions may be made from Wages** : The wages of workers shall be paid to him without any deductions of any kind except those authorised namely (a) Fines (b) Deductions for absence from duty i.e. from the place where, by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of goods for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (II) The company may from time to time allow deductions other than those specified in clause 7 (I) above. No fine shall be imposed on a worker and no deduction for any damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction. The total amount fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to 3 paise in a rupee of the wages payable to him in respect of that wage period. No fine imposed on any worker shall be recoverable from him by instalments, or after expiry of 60 days from the date on which it was imposed.
8. **Register of Fines** : (1) The Contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
- (2) The Contractor shall maintain a list in English and in the local Indian Languages clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
9. **Preservation of Registers** : The wage books, the wage slips and the Register of fines and deductions required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.
10. **Power of Labour Welfare Officers to make investigations or enquiry** : The Labour Officer or any other persons authorised by the Central Government Company on their behalf shall have powers to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.
11. **Report Against The Decision of Labour Welfare Officer** : The Labour Welfare Officer of any other person authorised as aforesaid shall submit a report of the result of these investigations or enquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under 12 of these regulations actual payment to labourers will be made by the Engineer after the Regional Labour Commissioner has given his decision on such appeals.
12. **Appeal Against the Deduction of Labour Welfare Office** : Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Commission within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.
- 12 (A) No party shall be allowed to be represented by a lawyer during any investigations, enquiry, appeal or any other proceedings under the regulations.
13. **Inspection of Books and Wages Slips** : The contractor shall allow inspection of the wage book, wage slip and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received, or the Labour Welfare Officer or any other person authorised by Central Government Company in his behalf.

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14. **Submission of Return** : The contractor shall submit periodical Return as may be specified from time to time.
15. **Amendment** : The central Government may from time to time add to or amend these regulations and on any question as to the application, interpretation or effect of these regulations and the decision of the chief Labour Commissioner to the Government of India or any other person authorised by the Central Government in that behalf shall be final.

**II. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS.**

1. **Application** : These rules called the "Company's Health Rules" shall apply to all construction works in charge of the company.
2. **Definitions** : (1) 'Works place' means place at which at an average, fifty or more workers are employed in connection with construction work.  
(2) 'Larg work place' means a place at which at an average, 500 or more workers are employed in connection with construction work.
3. **First Aid** : (a) At every work place there shall be maintain in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be in kept good order and in large work place, they shall be placed under the charge of responsible persons who shall be readily available during working hours.  
(b) At large work place where hospital facilities are not available within easy distance of the work first aid post shall be established and run by a trained compounder.  
(c) Where large work place are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.  
(d) Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, an Ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other work places some conveyance facilities such as a car shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.
4. **Drinking Water** : (a) In every work place there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking. (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored. (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from existing well, which is within such proximity of latrine, drain or any other source of pollution the well shall be properly chlorinated before after is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof. (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for clearing or inspection which shall be done at least once a month (e) The temperature of drinking water supplied to workers shall not exceed 90 degrees F
5. **Washing and Bathing Place** : (1) Adequate washing & bathing places shall be provided separately for men and women (2) Such places shall be kept in clean and drained condition

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6. **Scale of Accommodation in Latrine and Urinals** : There shall be provided within the precincts of every work place latrines and urinals in any accessible place and the accommodation separately for each of them shall not be less than the following scale
- Where the No. persons does not exceed 50 - No. of seats . 2
  - Where the No. of persons employed exceeds 50 but does not exceed 100- No. of seats .... 3.
  - For every additional 100 persons, No of seats .....3.
- In particular cases, the Executive Engineer shall have the power to vary the scale, where necessary.
7. If women are employed, separate latrines, screened from those for men and marked in vernacular or in conspicuous letters FOR WOMEN ONLY shall be provided on the scale laid down in rule 5. Those for men shall be similarly marked FOR MEN ONLY. A poster showing the figure of man and woman shall also be exhibited at the entrance of latrines for each set. There shall be adequate supply of water close to the urinals and latrines
8. **Latrines and Urinals** : Except in work places provided with water flush latrines, connection with a water borne sewage system, all latrines shall be provided with receptable or dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strict sanitary condition the receptables shall be tarred inside and outside at least once a year.
9. **Construction of Latrines** : The inside wall shall be constructed of masonry of some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in the register maintained for this purpose and kept available for inspection.
10. **Disposal of Excreta** : Unless or otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta at the work place shall be made by means of a suitable process approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case may be in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pacca tank prepared for the purpose and covering it with a 6" layer of water of refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).
11. **Provision of Shelters During Rest** : At every work place there shall be provided free of cost two suitable sheds one for meals and other for rest, for the use of labour. The height of the shelter shall not be less than 11ft. from floor level to the lowest part of the roof.
12. **Creche** : (a) At every work place at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women, one hut shall be used for infant's games and play and the other as their bed room. The huts shall not be constructed on lower standard than the following :
- Thatched roofs
  - Mud floors and walls
  - Plants spread over the mud floor and covered with matting.
- (b) The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officers of this area concerned. The use of the huts shall be restricted to children, their attendants and mothers of the children.
13. **Canteen** : A food canteen on a moderate scale shall be provided for the benefits of the workers wherever it is considered expedient.
14. The above rules shall form an integral part of the contract.



## RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(TROMBAY UNIT)

### SAFETY CLAUSES FOR CONTRACT ITEMS

1. Most Part of the Factory Area are declared as 'No Smoking' area and whenever Contractor's (Successful Tenderer's) Labourers or Supervisors execute work or pass by in these areas, they must strictly observe the common rules in this respect. Any consequences, losses etc. to RCF arising out of non-compliance of these regulations on the part of the Contractor's staff will be recovered from his dues.
2. The Contractor must ensure strict adherence to all the Safety regulations of the Company and should execute every job with due care and caution and strictly observe all the recognised safe practices in doing the jobs.
3. Whatever material e.g. scaffolding materials, ladders, etc., the Contractor might bring in our Factory in pursuance of execution of his job such as must be strong, rigid and safe for his employees to stand on, climb and work.
4. Personal protection equipments such as Safety belts and other equipments as found necessary for protection of life and limbs of Contractor's employees will be provided by the Contractor at his own cost. Proper use of this equipment by all his employees concerned at the appropriate time will be ensured by the Contractor.
5. If available RCF may issue safety equipments to the Contractor. Contractor shall be solely responsible for proper use and safe return of these equipments to RCF.
6. There is a work permit system existing in our factor. As such, the Supervisor of the Contracting Firm shall ensure that his workers do not start any work in any plant or area. Unless he gets a clearance from the Supervisor of RCF Deptt. under whose supervision he is supposed to work.
7. Contractor's Supervisor shall ensure strict compliance with the Instructions he received from RCF. Supervisor in regard to precautions to be taken by him and his employees in the execution of the job entrusted to the Contractor. He shall also abide by the instructions given to him by RCF Supervisor about the validity and the expiry time of the permit and should not allow his employee to work after the permit(s) validity is over, unless revalidated in the meanwhile of a fresh permit is issued to the RCF Supervisor.
8. All Civil and /or Criminal liabilities arising out of infringements of any labour acts/rules/enactments enforceable in this State or which are likely to be enforced during the pendency of the Contract arising out of employment of his workers in this factory and/or injuries sustained by his workers during the performance of job by them in the factory premises will be the sole responsibility of the Contractor.
9. Any expenditure incurred by the RCF in facing or defending any situations of or litigations arising out of the negligence of the Contractors his Supervisor or his workers, will be recovered from the dues of the Contractor.
10. The Contractor must clearly understand that he is bound by this contract to rigidly enforce all the safety regulations of RCF and to ensure proper protection of equipment. In case of fall/fatal accidents and of those accidents, which is in the opinion of RCF can be termed as serious violation of RCF safety regulations and/or infringement of any enforceable statutory provisions on the part of the Contractor or his Supervisor, this will be considered as a serious violation of the main Contract terms and will be dealt with by RCF in the manner laid down for serious violations of the such terms. It would be open for the RCF Management to terminate all future contracts with any contractor who has been violating the Safety regulations more than three times in a year.
11. It will be the responsibility of the Contractor or his Supervisor to ensure prompt medical attention at our factory's first aid post in case any of his employee gets injured on work. Every injury must be brought promptly to the notice of RCF Supervisor under whom the Contractor is functioning and the Contractor's Supervisor will give all the required details to him as to how the accident occurred. The Contractor or his Supervisor will fill in the required number of copies of Preliminary Accident Form 'A' and arrange to send these forms immediately thereafter. Further treatment of the injured and all other accidental work will be the responsibility of the Contractor. The RCF Administration has to report the dates of resumption of the injured workers to relevant Government Authorities. As such the Contractor has to inform RCF's Supervisor the date of resumption of duty of injured workers.

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## **RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**

(TROMBAY UNIT)

### **SAFETY PRACTICES TO BE FOLLOWED BY CONTRACTORS**

#### **WHILE HANDLING ELECTRICAL EQUIPMENTS.**

1. No jobs should be started without obtaining the proper Safety work permit. The safe working conditions indicated in the Safety Permit should be maintained, throughout the period of work.
2. Safety wears like hand gloves, rubber shoes, neon resters, test lamps, etc. should be used.
3. Do not tamper with electrical wiring. In case of any difficulty/problem, do not attempt any repair yourself. Call on the Electrician/Electrical Supervisor or attend the same. Persons holding Wirman's Permit / Supervisor's Licence only are authorised to work on Electrical Installations.
4. Use only three pin plugs, metal clad type Ray-rolls / Crompton make for hand lamps, flood lights and single phase portable tools. Ensure proper phase (red wire), neutral (black wire) and ground (green wire) connections. Strictly avoid unsafe practices of inserting bare wires directly into power sockets. This is hazardous and could cause fatal accidents.
5. The Cable length of single phase portable tool should not be more than 10 Mtrs. and should be without any joint in-between. PVC industrial grade flexible cable should be used. For 3 phase portable equipment, power cable should be 4 core flexible PVC insulated industrial grade without any joint and the length should not exceed five meters.
6. The electrical supply will be provided by RCF at one point near the site, the Contractor should bring his own metal clad, distribution board of proper rating for further distribution at his end. If 3 phase connections are required to be done then he will obtain a test installation certificate from licenced. Electrical Supervisor to certify sound conditions of the installation and equipment to be used on his side.
7. Welding machine should have two separate and distinct earth connections. Minimum size of earth cable shall be 16 Sq. MM. without any joints.
8. The transformer welding machine shall not be allowed to be used in Acid and Salt plants, and whenever wet and moist conditions prevail.
9. No person should use portable power tools without hand-gloves and rubber shoes.
10. All single phase portable tools connection should be done by persons who are holding Wireman's Permit and similarly 400 volts 3 phase portable electrical equipments connection shall be done only by person holding Wireman's Permit and certified by Electrical Licensed Supervisor.
11. Do not shift medium voltage portable electrical equipment unless it is disconnected from supply lines. Before shifting, get clearance in writing from the Electrical Supervisor. All medium voltage (400 V) portable electrical equipment should have isolating switch on the equipment for isolation. Earthing of such equipment by two separate and distinct earth connections is mandatory. Earthing joints should be firm and conductor should have adequate cross section. Use 4 pin plugs and ensure correct polarity of phase and ground connections.
12. Kindly ensure that all the cables and wires are protected from mechanical injury. Do not run the cables on hot vessels, hot pipes or leave cables trailing on the ground. Unless very long cable is required intermediate joints should be avoided. Ensure that the joint is fully tight and properly insulated with insulating tape of good quality.

13. Protect the portable electrical equipments from dripping liquids, dust, moisture, rain etc
14. Welding should be done only by qualified welder.
15. Safety wears like hand gloves, rubber shoes, face shield, etc., should be used while doing welding jobs
16. Ensure that welding holder is properly insulated dry and clean.
17. Welding cables should be without joints, unless long cable length are involved. Joints if required should be firm and insulated properly. For ground wire separate welding cable should be drawn from machine to job. Structural earth should not be used for ground return path, since this unsafe practice which could be cause fire hazard due to loose structural connection.
18. Use only 24 Volts Inspection lamps.
19. Ensure general safe working conditions and house keeping in/around the job area.
20. In case of any accident necessitating medical attendance / first aid, it will be reported immediately to the Supervisor who will inform the concerned officers and steps shall immediately be taken to afford necessary medical attention and other statutory requirements/obligations.

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**SECURITY OF MATERIALS:**

- The Contractor shall provide for watch and ward for all materials/equipments issued to him by RCF as well as for his own materials, tools & tackles.
- The Contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

**PERSONAL VERIFICATION OF CHARACTER AND ANTECEDENT**

It is mandatory that character and antecedents verification must be made of each and every contractor, worker prior to giving permission

**HEALTH, SAFETY AND WELFARE**

- The Contractor should ensure the Industrial and Occupation Hazard and to ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and appropriate Supervision to ensure the safety at work site.
- The Contractor shall ensure that only medically fit persons are engaged for job after medically examined by a competent Doctor.

**PROHIBITION OF CHILD LABOUR**

- Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Company will resort to legal action as deemed fit.
- Person below the age of 18 should not be employed.

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

“Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person/ contract labour shall be employed without the valid certificate of fitness”. Execution Department while granting the permission for entry of contract workman shall ensure that a certificate is produced by the Contractor in respect of each worker engaged and the copy of the same is maintained in the record so as to produce to be authority whenever asked for. It is the responsibility of the Contractor to get the Pre-Employment Medical Examination of his workers, done from the Doctor/Agency whose addresses are mentioned below :-

<b>Sn.</b>	<b>Name ,Address</b>	<b>Qualification/Degree</b>	<b>Contact No.</b>
1	<b>Dr.R.A. Chhoga Meena Medical Centre, Op</b> Sulbha School, Near Sahakar Taakies, L	M.B.B.S.(Bom), D.H.M.,A.F.I.H.,C.U.W.M.	25271251 (M)9820020004

	4,29/30, Brindavan, TilakNagar, Behind Shopper's Stop, Chembur-4000089		
2	<b>Dr.Devendra B.Ingale</b> <b>Keshavsut Diagnostic Clinic,</b> 4/1, Chandroday Hsg. Society, Opp. Meena Towers, Swastik Park , Chembur, Mumbai-71	M.D.(Bom), A.F.I.H., D.I.M., L.L.M. Certifying Surgeon	25226567 (M) 9869005451
3.	<b>Dr.Prakash Panchal</b> <b>Jagatguru OHC Centre</b> 2, United Western Apartment, V.S.Road, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai-400025	Certifying Surgeon, Government of Maharashtra (DISH) Mumbai & Suburban.	24361861 (M) 9870341805 Timings: <u>Monday to</u> <u>Saturday</u> 9.30 A.M to 1.30 P.M. 6.30 P.M. to 9.00 p.m.
4.	<b>Dr.Abhay Narayankar</b> <b>Prism Diagnostic Centre</b> <b>&amp; Polyclinic</b> 105, 1 <sup>st</sup> Floor, Mohamadi House, Near Anjuman Highschool, Kurla(W), Mumbai-400070	M.B.B.S., A.F.I.H.	26524374 (M) 9869300956
5.	<b>Dr.Milind Sardesai,</b> Shanti Niketan, Ground Floor, 8 <sup>th</sup> Road , Near Ahobila Math, Near Diamond Garden, Chembur, Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants)	<u>Saturday &amp; Sunday</u> 10 AM to 1 PM, 4 PM to 8 PM, Contact: Dr. Vasant Sardesai – For Appointments (M) 9833128952
6.	<b>Dr. D.G. Pandit</b> <b>Gurukrupa Hospital &amp; Polyclinic</b> OHC, Govardhan Dham, Khopat, Thane (W)- 400 601	Certifying Surgeon	25346446/25404263 <b>Dr.D.G. Pandit</b> (M) 9821121261 <b>Dr.Kiran Pandit</b> (M) 9821090696
7.	<b>Dr. Pradeep V. Mahajan</b> R-831, T.T.C. , Thane Belapur Road Navi Mumbai	Certifying Surgeon	27691981/27691679 (M) 9867220015

**GROUP INSURANCE :**

The Contractor must take Policy under Group Personal Accident Insurance Scheme through Rashtriya Chemicals & Fertilizers Limited and make provision for premium.

**28.0 STATUTORY REGULATIONS :**

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

from liability or penalty which might be imposed by reason of any asserted or established violation of such acts, regulations, rules etc.

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

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

### **29.0 SUB CONTRACT**

In the event that Contractor intends to employ sub-Contractors then the written consent of RCF should be obtained before the work is being subcontracted. Subcontracting shall not imply any limitation of Contractor's liability to fulfill the work order. If the sub Contractor should appear unfit to carry out his part of the work order or the progress of the sub-Contractor's work is such that the planned time of completion within the terms of the order is jeopardized, RCF has the right to instruct Contractor in writing to terminate the sub-contract at a short notice.

The Contractors or the sub-Contractors will not employ any inter-state migrant labour without the permission of Principal Employer. Execution Department must ensure that the following three Proforma with relevant details are submitted to Personnel Department.

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

### **30.0 RCF's REPRESENTATIVE :**

The Engineer appointed by RCF at site shall be responsible for all matters concerning this work, except as otherwise provided herein. All instructions and directions at site to the Contractor shall be issued by the Engineer in writing to Contractor and Contractor's representative/s at site. Contractor shall carry out the work under the direction of and to the satisfaction of the Engineer-and in accordance with the provisions herein.

### **31.0 CONTRACTOR'S REPRESENTATIVE:**

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

### **32.0 MATERIALS:**

Contractor shall have to make their own arrangement for procurement for all materials required for the execution of the work. The receipts, test certificates

etc., shall be furnished by the Contractor as insisted by Engineer-. An account of consumable materials procured and actually consumed in the work as compared to the theoretical requirement shall be prepared in consultation with Engineer.

**33.0 GENERAL :**

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

**Chief Manager (C)**

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

**Seal & Signature of the Tenderer**

Place: \_\_\_\_\_ & Dated \_\_\_\_\_

**Format of Deviations sheet  
(Deviations from Terms & Conditions of this Bid document)**

**Tender work: Earth Filling Work – Preparation for Construction of Gate No. 4 at RCF  
Trombay Factory.**

Note: The bidders who are accepting all the terms & conditions of the Bid document shall clearly mention “No deviation” in the tabular form below.

*(If considered imperative & unavoidable, then only the bidder should stipulate here the deviations to Terms & Conditions of the Bid. The deviation which shall be not acceptable to RCF shall be considered substantial deviations & non responsive bid & shall be rejected by RCF without assigning any clarification. The deviations indicated elsewhere in the offer shall be considered null & void.)*

Bid Document	Deviation to clause	Reasons for deviation

**SEAL & SIGNATURE OF THE BIDDER**



# **RASHTRIYA CHEMICALS & FERTILIZERS LTD.**

(A Government of India Undertaking)

Registered office: Priyadarshini, Eastern Express Highway, Sion: Mumbai: 400022.

**Department: Factory Civil Maintenance**

Office Address

: Room No. 1/2, Nirman Bhavan, RCF Factory, Mahul Road, Chembur, Mumbai-400074.

Tel: 022 – 2552 2545 / email: bkjoshi@rcfld.com

Tender ref. : RCF/TU/FCM/Earth Filling/2013

## **Tender Work**

**Earth Filling Work – Preparation for Construction of Gate No. 4  
at RCF Trombay Factory.**

**Stage II Bid (Envelope III) : PRICE BID**

**Name of the Bidder : \_\_\_\_\_**

**Schedule of Rates (PART – A)**

Description of Work	Lump Sum Rate quoted for 50,000 M <sup>3</sup> Qty.	
	In Figures	In Words
Supplying Filling, dozing leveling, good quality of earth for filling in low lying areas including cost of men, machinery fuel, oil etc and Watering leveling with 10-12T Road roller etc. complete. The approximate quantity of earth, murum is 50,000 M <sup>3</sup> , (stone boulders shall not be permitted), as per the attached scope of work.		

1. Bidder shall note that the job shall be awarded to the party offering higher lump sum amount to RCF (RCF will not make any payment to the contractor for work done as well as any fees, taxes, duties, etc.
2. The time limit is One month.
3. This Tender shall remain open for acceptance for 90 days from the date of its opening.
4. I/We hereby agree to abide by and fulfill the Terms and Conditions contained in the Tender Documents which have been read by me/us (read and explained to me/us).
5. Successful bidder has to deposit the amount within week after receiving Letter of Intent (LOI) from RCF and filling will be started after issue of work order from RCF.
6. All the statutory requirements, fees, taxes, queries, compliance shall be fulfilled by bidder. No extra payment on this account. The successful contractor is liable to comply all queries if raised, by statutory bodies like Revenue Dept., BMC, etc.
7. Mode of measurement for ascertaining the quantity of earth brought at site – weekly reconciliation of challans duly endorsed by CISF Gate No. 2 shall be done & with measurement of Dumper L X B X H & deduction of 30 % voids for quantity of earth in cubic meter & shall be confirmed.
8. The work shall be started after fulfilling all statutory requirements & depositing the quoted amount in the form of DD only.
9. SD Amount 10 % of quoted price shall also be deposited by bidder in form of DD only before starting the work.

**Chief Manager (C)**

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

**Seal & Signature of the Tenderer**

Place: \_\_\_\_\_ & Dated \_\_\_\_\_

**SCOPE OF WORK**

- (A) The Scope of Work consists of Supplying, Filling, Dozing, Leveling of earth for filling in low lying area inside Factory premises :-  
  
Near to boundary wall on South Side of Factory, towards behind instrument workshop, including watering, rolling with 10 – 12 T roller.
- (B) Bidder will not be permitted stone boulders in supply of earth for filling work.
- (C) As the gas lines of M/s. GAIL are passing through the area of filling, the filling has to be done under supervision of RCF Engineer.
- (D) Any temporary approaches required to be made shall be removed after completion of scope of work.
- (E) Contractor should visit the site of work before submitting the tenders.
- (F) Security deposit 10 % of award price shall be deposited by bidder over & above quoted amount in the form of DD only which shall be released after three months after date of completion of work.

**(B.K. Joshi)**

**Chief Manager (Civil)**