



**Construction of WBM Road along West side of Boundary Wall from IMAX Theatre to Urea Silo & Asphaltting Works in Main Stores at South face of Mech. Yard and in front of Tr. IV / V Stores at RCF Trombay Factory**

**Last Date of Submission: 04.11.2010  
up to 5.00 pm.**



**FACTORY CIVIL MAINTENANCE DEPARTMENT  
NOTICE INVITING TENDER ( N.I.T.)**

RCF/TU/FCM/WBM Road & Asphalt Road/2010

25/10/2010

To,

- 1.0 Sealed **Percentage Rate** Tenders are hereby invited for the under mentioned work from the pre-qualified parties:

Name of work	Estimated Cost (Rs.)	EMD (Rs.)	Time of completion
Construction of WBM Road along West side of Boundary Wall from IMAX Theatre in Urea Silo & Asphalt Work in Main Stores at South face of Mech. Yard and in front of Tr. IV / V Stores at RCF Trombay Factory	35,33,710 /-	28, 450 /-	Six Months

- 2.0 The Tenders shall be submitted in three separate sealed covers envelopes & shall be marked as below :-

**(1) Bid Security (EMD) :-**

The Bid shall be accompanied with a EMD as outlined in clause 1.03 section 1 below. The EMD shall be submitted in a separate cover marked 'Envelope – I EMD' on it. The envelope containing the Bid Security will be opened before opening the Technical Cum Unpriced Commercial Bid.

Bidder shall deposit the Earnest Money in any one of the following forms.

- For any amount – Demand Draft favouring, RCF Ltd., payable at SBI, Commercial Branch, Swastik Chamber, Sion – Trombay Road, Chembur, Mumbai – 400074. Cheques are not accepted or;
- If the EMD amount is more than Rs. One lakhs then Bank Guarantee in the prescribed proforma of RCF from any RCF approved list of banks valid for at least 6 months.
- The Tenders submitted without EMD shall be rejected. The EMD shall only be accepted in the form of Demand Draft drawn on any Nationalised Bank payable at Mumbai in favour of “Rashtriya Chemicals and Fertilizers Ltd.”

EMD shall be refunded to all unsuccessful Bidders after award of work to successful Bidder. However, EMD of the successful Bidder shall be refunded after submission / receipt of Security Deposit.

**(2) Technical Cum Unpriced Commercial Bid (Rest papers, other than marked as price bid) :-**

Separate sealed cover marked 'Envelope – II Technical Cum Unpriced Commercial Bid' shall contain :-

- a. The Bidders own conditions or deviations, if any, which are at variance from the NIT terms (if any).
- b. Bid documents should be duly signed and stamped on each page as a token of acceptance of all terms and conditions.
- c. A copy of Price Bid with price blanked out.
- d. Bidder shall submit "Vendor Compliance Statement" on bidder's letterhead, confirming acceptance of all the terms for participating in the e-Reverse Auction. Non – acceptance / Non – submission of the "e-Reverse Compliance Statement" shall be a basis for rejection of the offer.

**(3) Price Bid (3 No. pages marked as price bid) :-**

Separate sealed cover marked 'Envelope – III Price Bid' shall contain the Price – Bid (Schedule of Rates) (Attachment).

**All the three envelopes as mentioned shall be put in one large cover, sealed, marked with WORK, TENDER NO., DUE DATE OF OPENING on top of it. It shall be addressed to undersigned and dropped in designed Tender Box before due date and time at Room No. 26A/26, Technical Building, R.C.F. Factory, Chembur, Bombay - 400074 on/or before 04.11.2010 at 5.00 p.m.**

EMD & Tech. Bids shall be opened preferably on 05.11.2010 at 2.30 p.m. Opening of Price Bid of eligible contractors shall be intimated separately.

Venue of opening – Office of Chief Engineer (Civil) in the presence of the Tenderers or their accredited representatives as may be present.

- 3.0 The Tender shall be opened on specified date and time at the same place in the presence of the Tenderers or their accredited representatives as may be present.
- 4.0 The Tender Documents shall consist of the following:
  - i) Tender Notice
  - ii) This Notice Inviting Tender (N.I.T.) and annexed Schedule of Quantities.
  - iii) Technical specifications and Mode of Measurements.
  - iv) Factory Safety Rules for Civil & Electrical Works.
  - v) RCF's General Directions & Conditions of contract (G.D.C.C.) August 1991.
  - vi) Contractor's Labour & Health Regulations (C.L.H.R.)
  - vii) e-Reverse Auction Compliance Statement.
  - viii) Modalities for bidding through e-Reverse Auction.
  - ix) Rules, regulation and guide-line for e-Reverse Auction.

- 5.0 Validity of the Tender for acceptance by M/s. Rashtriya Chemicals & Fertilizers Ltd. (RCF) shall be for 4 months from the date of opening of the tender. During the validity period, for Tenderer shall not be allowed to revoke the Tender or revise / alter his Tendered rates. Or Tender conditions mentioned in his Tender. In case, any Tenderer revokes his/their tender or revise/s the Tendered rates or conditions of the tender, the Tender/s of such Tenderer/s shall be rejected and the Earnest Money Deposit of such Tenderer/s shall be forfeited.
- 6.0 The Tenderer shall sign all the pages of this Tender and submit the same with following documents:
- i) Certificate of Registration with BMC, PWD or CPWD in relevant category.
  - ii) List of similar works executed during last 7 years.
  - iii) Income Tax Clearance Certificate.
  - iv) Valid Labour License obtained under the provisions of Contract Labour (Regulations & Abolition) Act 1970.
  - v) Employees Provident Fund (PF) Registration No. and copy of certificate.
  - vi) Employees State Insurance Scheme (ESIS) Registration No. & copy of certificate.
- 7.0 The Scope of Work shall be particularly as mentioned in the enclosed annexure with this NIT and generally as per other clauses of this NIT.
- 7.1 The Successful Tenderer shall have to execute the work in accordance with the Terms and conditions mentioned in this N.I.T. with annexed Schedule of Quantities. Scope of work, Technical Specifications and Mode of Measurements. RCF's General Directions & conditions of contract (G.D.C.C.) Oct.1996, Safety Rules, Contractors' Labour and Health Regulations (C.L.H.R.) and Tender Form, which shall be binding on the Successful Tenderer.
- 7.2 The work shall be executed in accordance with the specifications of various items of work mentioned in Schedule of Quantities. Detailed Drawings issued from time to time and Technical specifications read together. In case any part of work is not covered in the specifications of any item, the same shall be executed as per the specifications of relevant items of BMC Schedule of rates for Road work for the year 2006. In case of further discrepancy, the decision of Engineer-in-charge shall be final and binding. The successful Tenderer shall not be eligible for any extra payment on account of this.
- 7.3 The work executed should conform to relevant BMC/IS Codes. Specifications mentioned in item and annexed Technical Specifications. The mode of measurements shall be as per latest BMC specifications.

## Part II – Technical Cum Unpriced Commercial Bid

- 7.4 The successful Tenderer shall have to get the material approved by Engineer in-charge before using in the work. Engineer-Incharge may get any material going in the work tested by RCF approved laboratory/institution ( VJTI, SP Engineering College, I.I.T, Struckwell, New Mumbai, & Metalurgical Services, Ghatkopar.
- 7.5 The successful Tenderer shall have to keep the vouchers of the materials brought at site, duly endorsed by Security Dept. The successful tenderer shall have to submit the Zerox copies of the same to the Engineer-in-charge.
- 7.6 The Tenderers shall note that RCF shall have the right to change. Alter or delete any part of work from the scope of the contract and Successful Tenderer shall not be entitled for any claim or compensation on account of this.
- 7.7 RCF shall have the right to change the design and items of work and successful Tenderer shall not be entitled for any claim or compensation on account of this.
- 7.8 During the execution of work, if some structure, underground cable, pipelines, overhead cable etc. comes in the way, the successful Tenderer shall take the fullest precautions and maintain the safety of the same at his own cost.
- 8.0 Tenderers are advised to visit the site and study drawings, specifications and tender conditions and site conditions thoroughly from all aspects of Tendering. Tenderers should obtain clarifications in writing from Engineer-in-charge regarding meaning and RCF's interpretation regarding any point and he/they consider to be vague or uncertain from the point of view of Tendering and execution of work. No claim for damage or compensation shall be entertained on this account.
- 9.0 In case Tenderer considers any temporary bypasses, turn-arounds, approach road etc. are necessary for execution of the work, and then same shall have to be constructed and maintained by the successful tenderer at his own cost.
- 10.0 In case of item Rate Tenders, Tenderer shall quote itemwise rates against the items given in the Schedule of Quantities annexed of this N.I.T. in case of Percentage Tender, the Tenderer shall quote overall percentage in the enclosed percentage Tender Form.
- 10.1 The rates shall be quoted in figures and words. In case the rates quoted in figures and words, differ, the rates quoted in words shall be taken as correct.
- 10.2 Every correction should be initialed by the Tenderer.
- 10.3 Tenderer should note that the quantities of various items mentioned in the Schedule of Quantities are tentative and are likely to vary on either side. Tenderer should therefore, analyze every item of work and quote the rates accordingly. Successful Tenderer shall not be entitled for any claim or compensation on account of such variation in the quantities of items.

- 11.0 The successful tenderer shall have to supply uniform to all his laborers/employees working inside the factory area at his own cost.
- 12.0 Water, if required, for construction purpose will be provided by RCF at one point only near the site of work and the Successful Tenderer will have to make his own arrangements at his cost for the storage and distribution of the same on the site of the work. Deduction for the same will be made from the bills of Successful Tenderer @ 1 1/2 % of the total value of executed work. No claim or compensation shall not be paid on account of shortage/interruption/break down of water supply.
- 13.0 Power, if required will be supplied free of cost. Necessary connection will be given only at one point and further connection/s to the site, will have to be arranged by the Successful Tenderer at his own cost. Every electrical equipment should be provided with suitable safety devices such as isolating fuse switches. Starters etc. RCF will refuse to give power supply if these are not provided and is installation does not conform to the safety rules and Indian Electricity Rules. Successful Tenderer shall not be entitled for any claim or compensation on account of interruption or breakdown of Electric supply.
- 14.0 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 for first Rs.10 lakhs.
  - ii) 7 1/2% of the value of work for next Rs.10 lakhs.
  - iii) 5% of the value of work for remaining value of work.
- 14.1 The Earnest Money Deposit of the Successful Tenderer shall be retained by RCF, as part of the Security Deposit.
- 14.2 The Security Deposit shall remain with RCF for a period of three/six/twelve months from the date of completion of entire work by Successful Tender and the work taken over by RCF.
- 14.3 No interest or compensation shall be payable in respect of Earnest Money Deposit. Security Deposit, any amount retained by RCF or any money which may be in RCF's 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.

- 15.0 The Work shall be executed under the guidance of the Engineer-in-charge who may be General Manager or his authorized representative like Dy.General Manager/C.E./Addl.CE etc. to ensure that all works are carried out in every detail to the specifications and approved drawings. The Engineer-in-charge will issue such instructions and directions to the Successful Tenderer as he may deem fit in the interest of work and Successful Tenderer shall abide by and carry out such directions and instructions to the entire satisfaction of the Engineer-in-charge.
- 15.1 Tenderer shall not that Architect/Consultant and their Supervising staff. If appointed for this work, shall assist Engineer-in-charge in co-ordination and supervision of this work. Successful Tenderer shall have to abide by the decisions and instructions given by the Architect and his supervising staff on behalf of Engineer-in-charge.
- 16.0 The Successful Tenderer shall depute Qualified Engineer for supervision of work throughout Contracts Periods.
- 17.0 On receipt of the letter of acceptance of Tender from RCF, the Successful Tenderer shall be required to set out the work as per the Detailed Drawings and shall provide at his cost all instruments, materials and labour for the same and shall be entirely responsible for the true and perfect setting out and for the correctness of levels, dimensions, alignments, vertically etc., of all parts of work.
- 18.0 The Successful Tenderer shall have to get the work checked from authorized RCF Representative at every stage. If any defect or error is found, the same shall have to be rectified by the Successful Tenderer immediately at his own cost to the entire satisfaction of the Engineer-in-charge.
- 18.1 The Successful Tenderer shall maintain a Site Order Book and shall obtain all the instructions in writing from the concerned authorized RCF Representative.
- 19.0 Successful Tenderer shall have to make his own arrangements for procurement of materials required for the work at his own cost including cement, mild steel, tor steel and structural steel etc.
- 19.1 Successful Tenderer shall have to make his own arrangements for proper storage of all materials at his own cost.
- 19.2 In cement concrete mix, successful tenderer shall take into consideration loss of cement during transportation. No claim for payment or compensation shall be entertained due to shortage of cement in bags. For controlled cement concrete mix, minimum cement content shall be entertained due to shortage of cement in bags. For controlled cement concrete mix. Minimum cement content shall be as follows :
- i) For M250 grade concrete : 400 Kgs/Cu.m
  - ii) For M200 grade concrete - 320 Kgs/Cu.m.

- 20.0 In case the Successful Tenderer is required to execute any item of work not included in the Schedule of Quantities annexed to the Tender, the rates for such items shall be fixed as under:
- 20.1 If extra items are similar to any of the items quoted by the Successful Tenderer in Schedule of Quantities then extra items shall be analyzed on the basis of these already quoted rates in the Schedule of Quantities Wherever possible.
- 20.2 In case rates cannot be analyzed as said in sub-para above then the rates for such extra items shall be fixed/derived on the basis of rates of similar items of Bombay Municipal Corporation schedule for road works effective from 2006 with the additions/ deduction of quoted / accepted percentage for percentage tenders only.
- 20.3 If it is not possible to analyze extra items as said in sub-para above, then extra item shall be worked out on the basis of direct material and direct labour used in the work and cost worked out as per prevailing market rates for the same with 10 % (ten percent) premium on both direct materials and direct labour cost to cover Successful Tenderers profits and overheads. The Successful Tenderers shall have to produce documentary evidence for payment of labour charges and materials purchase to substantiate prices for labour and material used in execution of extra item.
- 20.4 The extra items shall be executed only after prior approval of rates of Engineer-in-charge.
- 21.0 Tenderers should note that the Time of Completion is very important factor and all works shall have to be completed in period of 12 months from the date of issue of Letter of Intent or issue of Work order by RCF.
- 21.1 The Successful Tenderers shall have to submit a detailed PERT/CPM Networks Schedule showing various activities of work and period of completion of these activities to ensure that entire works is completed as per the schedule and within stipulated time period of the contract.
- 21.2 The Successful Tenderer shall have to submit Daily Work Progress Report and also daily Report on Labour strength working at site.
- 22.0 If the Successful Tenderer fails to complete the work and clear the site on or before the scheduled date of completion or if he has not achieved progress as put in the time schedule, he/they shall be without prejudice to the rights and remedies of the company, on account of such failure be liable to pay compensation as liquidated damages and not by way of penalty, a sum equivalent to 1 % of the total contract value of work for each week or part thereof for which the Successful Tenderer is in default, subject to maximum of 10 % of total contract value.



- 22.1 In case Successful Tenderer is not able to adhere to the time schedule or if delay is making the schedule of other works or agency, then in each cases RCF will have the right to terminate the contract and get the balance work executed through other means Agency at the risk and cost of the Successful Tenderer who was executing the work and the Successful Tenderer shall also have to bear liquidated damages as specified in the contract. The Successful Tenderer shall not be entitled for claim or compensation on account of the same.
- 23.0 You shall be paid monthly running account bill on the basis of work done executed at the rates mentioned in the bill of quantity of work order duly checked and recorded in measurement book and certified for payment by RCF Engineer, 75 % of net payable bill amount shall be released to you within 15 days and balance 25 % due payment within 30 days from the date of submission of bill in Finance Department. You have to submit the bill in Tax Invoice form showing tax breakup against VAT & Service Tax.
- 24.0 The Successful Tenderer shall indemnify RCF against any claim which may be made under the Workmen’s Compensation Act and/or payment of Wages Act or any statutes or rules and regulations as modified or otherwise as in force for the time being for, or in respect of any damages or compensation payable in consequence of any accident or injury sustained by his workmen or other person whether in the employment of the Successful Tenderer or not, until the work is taken over by RCF. The Successful Tenderer shall also be liable for and shall be deemed to have agreed to identify RCF Ltd. in respect of damages to property of RCF or of others, occasioned due to their workmen or representatives or work or of materials or otherwise.
- 25.0 The Successful Tenderer shall have Employee’s State Insurance Scheme (ESIS) Registration and shall abide by the provisions of Employee’s State Insurance Act in respect of labour and staff engaged by them at site for the work.
- 26.0 The Successful Tenderer shall have Employees Provident Fund Registration and should pay the Provident Fund Contribution in respect of his/their Employees (Employees – Employer’s share) as per provisions of Employee’s Provident Fund Act.
- 27.0 The Successful Tenderer shall have to observe all the Safety Rules as required and shall provide Safety Wears to his workmen at his own cost.
- 28.0 Successful Tenderer shall have to pay minimum wages to workers as per the Minimum Wages Act in force.

## Part II – Technical Cum Unpriced Commercial Bid

- 29.0 The Successful Tenderer shall, on instructions of Engineer-in-charge immediately dismiss from works any person employed thereon who may misbehave cause any nuisance or otherwise in the opinion of the Engineer-in-charge is not fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-charge.
- 30.0 Since the work is time bound, the other agencies for Electrical Work, Telephone, Interior Decoration, Horticulture, Air-conditioning shall also be working simultaneously, The Successful Tenderer extend all co-operation and shall allow and facilitate their working in the area at no extra cost to RCF.
- 30.1 In case any conduit, fan hooks or junction boxes, etc. are to be concealed in RCC or brick work, the Successful Tenderer shall have to extend his assistance to the other contractor and shall provide sufficient time for completing their work before the concreting or plastering work is taken up at no extra cost to RCF.
- 31.0 Successful Tenderer shall keep the site clean and dispose off all the debris and waste materials in the place shown by the Engineer-in-charge at no extra cost to RCF.
- 31.1 Successful Tenderer shall not deposit any materials which may cause inconvenience to the Public or the other contractors and workers working in the factory. Engineer-in-charge may ask the Successful Tenderer to remove any such material which is considered by him to be a danger or inconvenience to the Public and other agencies working in the factory and the Successful Tenderer shall have to immediately remove such materials as directed at his own cost.
- 32.0 The Successful Tenderers shall have to execute a Contract Agreement with RCF within 10 days of issue of letter of intent or work order by RCF, in the prescribed form by RCF. Any fees or stamp duty to be paid in this regard shall be borne by the Successful Tenderer.
- 32.1 This Notice Inviting Tender (N.I.T.) with annexed Schedule of Quantities, Technical Specifications, Mode of Measurements, Drawings, RCF's General Directions and Conditions of Contract (G.D.C.C.) Oct. 1996, Safety Rules, Security Regulations, Contractor's Labour & Health Regulations (C.L.H.R.), any further Minutes of Meeting between Successful Tenderer and RCF. RCF's letter of intent and Work Order shall form the part of the Contract Agreement.
- 33.0 All taxes, fees, duties, etc. prevailing at the time of last date of submission of tender, levied in connection with the above said work shall have to be borne by the Successful Tenderer.

- 34.0 Successful Tenderer shall during the currency of the contract, when called upon by the Engineer-in-charge, engage and also ensure engagement by sub-contractors and other employed by the Successful Tenderer in connection with the work, such number of apprentices in the factory area, in the category, as may be initiated during the execution of the work and such periods, as may be required under the Apprentices Act 1961 and rules made there under and shall be responsible for all obligations of the employer.
- 35.0 Neither the Successful Tenderer 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 happenings 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.
- 35.1 Should either party be prevented from fulfilling the obligations provided for in the contract by the existence of cause 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.
- 35.2 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 Successful Tenderer, while reserving the right to claim refund of any payment if advanced are paid to the Successful Tenderer.
- 36.0 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 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, RCF to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. The venue of Arbitration shall be Mumbai.

**Part II – Technical Cum Unpriced Commercial Bid**

- 37.0 The copy of General Directions and Conditions of Contract, Safety Rules, Security Rules, Contractor's Labour and Health Regulations shall be available in the office of Addl. C.E. (C). In case the above documents are not attached with the Tender, the Tenderers shall have to read the same in the office of Addl. C.E. (C). The submission of Tender shall be taken as conclusive evidence that the Tenderer has read and understood the provisions of above mentioned documents and RCF's interpretation regarding the same.
- 38.0 The submission of the Tender will be the conclusive evidence to the fact that the Tenderer has fully satisfied himself regarding the nature and scope of work to be executed, site working conditions, terms and conditions of N.I.T., G.D.C.C., C.L.H.R., local precautions and Safety Rules and Security Regulations to be followed. RCF's interpretation regarding the meaning of these terms and conditions and all other factors affecting the performance of the contract and has taken into account the cost thereof in this quoted Tendered rates for the work.
- 39.0 RCF reserves the right of acceptance of Tender does not bind itself to accept the lowest Tender and reserves to itself the right to reject any or all Tenders or split up the work amongst two or more Contractors or to accept the work in part or not in it entirely, if considered expedient without assigning any reason or giving any explanation therefore.
- 40.0 In case of discrepancy, the above said provisions of this Notice Inviting Tender (N.I.T.) shall prevail over those in General Directions and Conditions (G.D.C.C.) and Contractor's Labour & Health Regulations (C.L.H.R.), Safety Rules.

**Chief Engineer (Civil)**

## MODALITIES FOR PROCUREMENT THROUGH REVERSE AUCTION

The following steps noted below shall be the general methodology for carrying out the process of procurement through the route of Reverse auction. Please note that some of the steps enumerated may vary or be replaced / deleted in order to accommodate for certain systemic or procedural compliance.

1. The offers shall be called in 2 Bid System. The bidders shall be required to submit their offers in 2 separate envelope parts- (a) **‘Technical & Un-priced Commercial Bid’** and (b) **‘Price Bid’**. The Technical & Un-priced Commercial Bid shall contain along with the duly filled-in requisite Annexures, the “Format A - Process Compliance Form” (as per attached format) on bidder’s letterhead, confirming acceptance of all the terms for participating in the Reverse Auction. Non-acceptance / Non-submission of the “Process Compliance Form” shall be a basis for rejection of the offer.
2. The first part of the offer, Technical & Un-priced Commercial Bid, shall be opened on the due date and time as per the NIT, in the presence of the representatives of those bidders who choose to remain present.
3. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria (the existing pre-qualified suppliers shall be exempt from this criteria). The offers not fulfilling the technical criteria as per the NIT shall be rejected outright.
4. The offers will be evaluated as per the evaluation procedure mentioned in the NIT. 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. The tenderers whose offers qualify shall be intimated regarding the due date and time of opening of price bid. The bidders have the option of attending the opening of the Price Bids at the due date and time.
5. After opening the price bids and arriving at evaluated cost to RCF, the tenderers whose price bids have been opened shall be required to participate in the Reverse Auction event conducted by the RCF’s Service Provider.
6. It shall be RCF’s discretion to use the Lowest Evaluated Cost (Unit Rate) obtained amongst the Price Bids opened or any other price as decided by RCF as the Opening Bid Price for the Reverse Auction.

## BUSINESS RULES FOR REVERSE AUCTION

### A. GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (ON-LINE BIDDING ON INTERNET)

1. For the reverse auction, technically and commercially acceptable tenderers only shall be eligible to participate.
2. RCF through authorized service provider will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. RCF will inform the tenderer in writing the details of service provider including contact details to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Tenderers have to enclose the duly signed & filled-in compliance form in the prescribed **Format A – Process Compliance Form** along with the un-priced commercial bid. Without this said form, the tenderer will not be eligible to participate in the tender.
6. 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 the Reverse Auction event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
7. RCF will provide the evaluation sheet (e.g.: EXCEL sheet) to each tenderer, if any, the start of reverse auction which will help to arrive at “Evaluated Cost to RCF” as detailed in NIT.
8. Reverse auction will be conducted on schedule date & time.
9. At the end of reverse auction event, the evaluated lowest tenderer cost will be displayed on the auction website.
10. The lowest tenderer has to fax / e-mail the duly signed filled-in prescribed **Format B – Price Confirmation** as provided to RCF immediately after closing of reverse auction event.
11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the Reverse Auction (RA) event.

### **Business Rule for finalization of the procurement B**

Please go through the guidelines carefully given below and submit your acceptance to the same in the attached prescribed **Format A – Process Compliance Form** along with the un-priced commercial bid.

1. Reverse Auction ON-LINE BIDDING ON INTERNET) shall be conducted by RCF, on pre-specified time & date, the tenderers shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., tenderers are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either RCF or RCF'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

2. RCF'S SERVICE PROVIDER shall arrange to train the nominated person(s) of the tenderer, without any cost. Service provider shall also explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT.

3. **OPENING PRICE / BID DECREMENT:** The opening bid price of the Reverse Auction and the bid decrement value shall be available to the tenderers on their respective bidding screen.

4. **BID PRICE:** The Tenderer has to quote the Evaluated Cost to RCF for the items specified. Any techno-commercial loading, to arrive at the Evaluated Cost to RCF, shall be intimated to tenderers prior to Reverse Auction event in the form of Evaluation sheet. Detailed evaluation procedure of bids is mentioned in the NIT as annexure.

#### **5. Procedure for Reverse Auctioning**

a. **Reverse Auction :** RCF will declare its **Opening Price (OP)**, which shall be displayed to all tenderers during the start of the Reverse Auction. The tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to RCF. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.

b. Reverse Auction shall be for a period of 60 minutes or as per RCF's requirement. If a tenderer places a bid in the last **5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **5 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **5 minutes**. If the bid does not get accepted, the auto-extension will

not take place. In case, there is no bid in the last **5 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

c. After the completion of Reverse Auction, the **Closing / Final Price ( CP )** shall be available on auction screen.

d. At the end of the reverse auction, L1 tenderer (i.e. tenderer who has quoted lowest final closing price) has to provide price confirmation giving a detail break up through email or fax on tenderer's letter-head immediately as per attached prescribed **FORMAT B – Price Confirmation.**

6. During Reverse Auction, if no bid is received within the specified time, RCF, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope.

7. Placement of order on the conclusion of Reverse Auction shall be at the discretion of RCF. Bids once made by tenderer, cannot be cancelled or withdrawn.

8. It shall be the prerogative of RCF to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case RCF decides to have more than one supplier. The bidders shall be offered to confirm FINAL / Closing Price in Reverse Auction in sequence of their ranking in Final Price offered during Reverse Auction event.

9. The tenderer shall be assigned a **Unique User Name & Password** by RCF'S SERVICE PROVIDER. The tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from RCF'S SERVICE PROVIDER to ensure confidentiality. All bids made from the Login ID given to tenderer will be deemed to have been made by them.

10. The tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:

Leading Bid in the Auction (Current Lowest Rate)

Bid placed during the event

Opening Price & Decrement Value.

11. RCF's decision for award of Contract shall be final and binding on all the Tenderers.

12. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.



13. The tenderer will be required to submit their acceptance to the terms / conditions / modality given above before participating in the reverse auction.

**C. Other terms & conditions**

The Tenderer shall not indulge either by himself or through any of his representatives in Price manipulation of any kind either directly or indirectly and shall not divulge, in any manner, the details of rates and other information connected with the tender to other suppliers / tenderers. The Tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.

RCF and/or RCF'S SERVICE PROVIDER shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

RCF and/or RCF'S SERVICE PROVIDER is not responsible for any damages, including damages that result from, but are not limited to negligence.

RCF and/or RCF'S SERVICE PROVIDER will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**FORMAT – A**

**Process Compliance Form**

*(Tenderers are required to print this on their company's letter head and sign, stamp before faxing)*

To  
**M/s. RCF Ltd.**

**Attention :**

Sub: Acceptance to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

**This has reference to the Terms & Conditions for the Reverse Auction mentioned in the NIT NO.....**

We hereby confirm the following -

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Business Rules governing the Reverse Auction as well as this document.
- 3) We also confirm that we will undergo the training by RCF's SERVICE PROVIDER on the auction tool and the functionality of the same.
- 4) We confirm that RCF and RCF'S SERVICE PROVIDER shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority and self attested copy enclosed.
- 6) We also confirm that we will fax / e-mail the price confirmation & price break up of our quoted price as per FORMAT B – Price Confirmation after the closing of reverse auction event.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

E-mail Id:

Tel no.:

Mobile no. :

**Sign this document and Fax at + 91 - 022 – 25522545**

**FORMAT – B**

**Price Confirmation**

*(Tenderers are required to print this on their company's letter head and sign, stamp before faxing)*

**To**

**M/s. RCF Ltd.**

**Trombay Unit / Thal Unit**

**Attention -**

**Sub: Final price quoted during Reverse Auction and price break up**

Ref: 1. RCF NIT no, .....  
2. Reverse Auction dt. ....

Dear Sir,

We confirm that we have quoted the final price

1. \_\_\_\_\_ (in words & figures).

(Price quoted on Evaluated cost to RCF basis) as our final lump sum prices during the Reverse Auction conducted on \_\_\_\_\_ (date). **(Price Breakup attached as per RCF evaluation sheet (excel) format)**

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

E-mail Id

Tel no.:

Mobile no.:

**Sign this document and Fax at + 91 - 022 – 25522235**

**SCHEDULE OF QUANTITY – PERCENTAGE RATE TENDER**

**Name of Work: Construction of WBM Road along West side of Boundary Wall from IMAX Theatre to Urea Silo & Asphaltting Work in Main Stores at South face of Mech. Yard and in front of Tr. IV / V Stores at RCF Trombay Factory**

**PART A :-**

<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	Excavation in all type of soils as directed by engineer in charge. The rate includes pumping out water, refilling, removing rank vegetation and excavated material. The rate also includes supporting public utilities. Excavation in soil up to 2 meters.	2250 M2	114.55	2,57,743.77
2	Supplying and spreading 60 mm hand broken metal and compacting them by roller weighting not less than 10 tonnes to the required grade, level and camber including binding with grit / stone, dust / sand, watering, rolling, etc. complete.	1300 M3	1834.68	23,85,080.65
3	Filling in trenches with RCF earth materials etc. in layers not exceeding 25 cm. in loose thickness, watering, etc. compacting by means of plate vibrator or a power to a depth not exceeding 2 M. etc. complete.	1000 M3	73.31	73,313.78
4	Providing & Laying hot mixed Bituminous Macadam with 3.30 % (with tolerance of $\pm 0.3$ ) of 60/70 pen. Bitumen by weight of mix using new material and adding antistripping agent at the rate of 1 % of bitumen by weight, to the required thickness to bring the road to proper grade, level & camber, rolling with 10/12 tonnes power roller etc. complete as specified & as directed.	50 M3	4369.50	2,18,475.07
5	Providing & Laying thickness of 30 – 40 mm Bituminous Concrete hot mix with 6.00 % of 60/70 Pen Bitumen using new material anywhere, as directed including rolling with 10 tonnes roller to required grades, camber and level with a addition of lime filler 2 % and antistripping agent 1.00 % of bitumen by weight.	25 M3	6933.65	1,73,341.28
6	Providing & applying Track Coat with Catonic Bitumen Emulsion (RS) @ 0.2 to	2000 M2	16.50	32,991.20

**Part II – Technical Cum Unpriced Commercial Bid**

	0.25 Kg. of Sq. mt. over prepared surface to receive bituminous mix by applying Tack Coat with mechanical spray bitumen, including cleaning of road surface etc. complete, as directed for Normal Bituminous Surfaces.			
7	Supply of Road Roller 8 to 10 MT capacity inclusive of diesel, lube oil, Cleaner, Driver, etc.	15 shift	1457.11	21,856.67
8	Transporting surplus material upto 3 km excluding leveling.	105 M3	93.48	9,814.88
9	Supply of JCB including operator, cleaner, cost of fuel, oil etc. complete on shift basis (Minimum payment payable is half shift. Shift consists of 8 hrs. The actual start of work is considered as zero time. Lunch & breakdown shall be deducted from shift timings).	10 shift	3894.79	38,947.95
10	Supply of dumper on hire charges inclusive of diesel, lube oil, cleaner, driver, etc. without labourers.	15 shift	1787.02	26,805.35
	<b>Total (Rs.)</b>			<b>32,38,370.60</b>

**Note:**

1. For Item No.2, the thickness of layer shall be reconciled with the quantity of 60mm material received on site. The dimensions of truck with actual height shall be treated as stack and 20 % shall be deducted for voids.
2. For Item No.4 and 5, the thickness of B.M. and A.C. shall be calculated based on the bulk of density of samples test results in RCF approved Lab. The max thickness payable is as specified i.e. 50 mm for BM & 25 mm for A.C. If thickness is less than specified then proportionate reduction in the rates of B.M. & A.C. shall be made.
3. All the construction material like metal, BM / AC etc. should be brought through Gate No.2 and challans duly endorsed by CISF should be submitted to concerned office. This procedure should be followed throughout the contract and forms important part for releasing bills.
4. BM/AC/Seal coat samples shall be tested at VJTI or RCF approved Lab. By the contractor with testing charges.

**(B.K. Joshi)**  
**Chief Engineer (C)**

**PART B :-**

1. The following taxes shall be payable extra:

VAT under Composition	@ 5.00 %	On All above Items
Service Tax under Composition	@ 4.12 %	On All above Items

**(B.K. Joshi)**  
**CE (Civil)**

**PART : C**

**Our Quoted Rates are ..... % above / below the rates specified in PART A**

**Contractors Signature with Seal & Date**

**4B. 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.

**4G1. 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.

**12. 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.

**13. PROHIBITION OF CHILD LABOUR**

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

Person below the age of 18 should not be employed.

**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 a valid certificate of fitness. The contractors will get the Pre-Employment Medical Examination of his workmen done from the below mentioned approved Doctor/Agency only:-.

Sn.	Name ,Address	Qualification/Degree	Contact No.
1	<b>Dr.R.A. Chhoga Meena Medical Centre</b> , Opp Sulbha School, Near Sahakar Taakies, L-4,29/30, Brindavan,TilakNagar, Behind Shopper's Stop, Chembur-4000089	M.B.B.S.(Bom), D.H.M.,A.F.I.H.,C.U.W.M.	25271251 (M)9820020004



**Part II – Technical Cum Unpriced Commercial Bid**

2	<b>Dr.Devendra B.Ingale</b> <b>Keshavsut Diagnostic Clinic,</b> 4/1,ChandrodayHsg.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, NearSiddhi Vinayak Temple, Prabhadevi, Mumbai-400025	Certifying Surgeon, Government of Maharashtra (DISH)  Mumbai& Suburban.	24361861  (M) 9870341805  Timings: <u>Mondayto</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.KiranPandit</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

**DEFINITIONS AND INTERPRETTION:**

**(1) DEFINITIONS:**

In the general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- (a) “R.C.F.” shall mean the Rashtriya Chemicals & Fertilizers Ltd. or the administrative officers of the Rashtriya Chemicals & Fertilizers Ltd., authorised to deal with any matters with which these presents are concerned on its behalf.
- (b) “General Manager” or “DY. General Manager” shall mean the Officer in administrative charge of the whole of Trombay Unit of R.C.F.
- (c) “Engineer shall mean the Executive Engineer in executive charge of the works and shall include the Superior Officers of the Engineering Department of R.C.F. i.e. The Deputy Chief Engineer and the Chief Executive Officer/Chief Engineer or otherwise appointed by the officer in administrative charge.
- (d) “Engineer’s Representative” shall mean the Engineer in direct charge of the works and shall include any Engineering Assistant or Overseer appointed by R.F.C.
- (e) “Contractor” shall mean the person, firm or company who enters into contract with R.C.F. and shall include their executors, administrators, successors and permitted assigns.
- (f) “Contract” shall mean and include the agreement or Work Order, the accepted schedule of rates or the schedule of rates R.C.F. modified by the tender percentage for items of works quantified or not quantified, the general conditions of contract the special conditions of contract, if any, the drawings, the specifications, the special specification, if any, and tender forms, if any.
- (g) “Works” shall mean the works to be executed in accordance with the contract.
- (h) “Specifications” shall mean specifications for materials and works issued under the authority of the Engineer or as amplified, added, or specified by special specifications, if any.
- (i) “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of drawings and further drawings as may be issued by the Engineer from time to time.
- (j) “Site” shall mean the site and other paces on, in, or through which the works are to be carried out and any other lands or places provided by R.C.F. for the purpose of the contract.
- (k) “Period of maintenance” shall mean the specified period of maintenance from date completion of the works as certified by the Engineer.

**(2) Singular and Plural** - Works carrying singular number shall also include plural and vice versa, where contest requires.

**(3) Headings** - The headings in these general conditions are solely for the purpose of facilitating reference one shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**(4) Law Governing the Contract** - The contract shall be governed by the law for the time being in force in the Republic of India.

- (5) **Service of Notices of Contract** - The contractor shall furnish to the engineer the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- (6) **Occupation and use of Land** - No land belonging to or in the possession of R.C.F. shall be occupied by the contractor without the permission of R.C.F. The Contractor shall be occupied by the contractor without the permission of R.C.F. The Contractor shall not use, or allow to be used, the site for any purpose other than that of executing the works.
- (7) **Commencement of Works** - The contractor shall commence the works within 7 (seven) days after the receipt by him of an order in writing to the effect from the Engineer and shall proceed with the same with due expedition and without delay.
- (8) **Work During Night** - The contractor shall not carry out any work between sunset and sun-rise without the previous permission of the Engineer.
- (9) **Tender Documents available for inspection** - Tender documents consisting of the designs, drawings, schedule of quantities and rates of the various items alongwith their description and complete specifications and the set of “General Directors and Conditions of Contract”, or any other document required in connection with the work, signed for the purpose of identifications by the Engineer shall be open for inspection by the tenderers at the office of the Engineer during office hours on all days (except Sundays and public holidays).
- (10) **Incomplete Tender Papers** – If a tender issued to an intending tenderer is incomplete, he shall request the Office of Engineer to complete the same before he delivers his tender.
- (11) **Tender by other than individuals** - When the tender submitted is not in the name of an individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and shall be signed by persons or a person duly authorised by him means of a legally valid document (or a duly certified copy of the same) which shall be attached with the tender. For illustration in the event of a tender being submitted by partnership firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

- (12) **Declaration of Tenderer's Relation with R.C.F. Employees** - Should a tenderer or contractor have a relation or relations, or in the case of a firm company of contractors, one or more of its share holders or a relation or relations of share holder employed in the capacity of Assistant Engineer and above in R.C.F. the authority inviting tenders shall be informed of the fact at the time of submission of the tender, failing which R.C.F. may in its sole discretion reject the tender or rescind the contract in accordance with provision of Clause 63.
- (13) **Contractor to Execute Agreement** - The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender documents and the letter of acceptance shall constitute the contract. The successful tenders shall be required to execute an agreement with the Rashtriya Chemicals & Fertilizers Ltd., within 7 (seven) days of the receipt by him of the letter of acceptance, for carrying out the works according to the general conditions of the contract and specifications of the work and materials as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in a agreement Form of Works to be specified by R.C.F. The provisions contained in tender papers and other documents exchanged between the tenderer and R.C.F. shall form part of the contract.
- (14) **Extension of Time** - If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution, or on any other ground, he shall apply in writing to the Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer may, in his absolute discretion, authorize such extension of time, as may, in his opinion by the contractor and in the event of failure on the part of the contractor to complete the works within the extended time allowed as aforesaid, the Engineer shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit under clause 63 whether or not actual damage is caused by such default.
- (15) **Final Certificate** - On completion of the work, the contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, door, windows, walls doors or other parts of any, building, in, upon or about which the work is to be executed, or of which he may have had possession or use for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer.
- (16) **R.C.F.s' Lien on all Monies Due** - R.C.F. shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and / or also on and over the deposit or security amount made under the contract and which may become repayable to the Contractor under the conditions

in that behalf herein contained for or in respect of any debt or sum that may become due and payable to R.C.F. by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between R.C.F. and the contractor. And further that R.C.F. shall at all times be entitled to deduct the said debt or sum due by the contractor from the moneys, securities or deposit which may become payable to the contractor under these presents.

- (17) **Rates for Extra Items** - If the altered, additional or substituted work or any additional work required to be executed as a result thereof includes any class of work for which no rate is specified in this contract and the tender for the original work is percentage below / above a specified Schedule of Rates, the altered additional or substituted work required as aforesaid shall be chargeable at the rate entered in the said Schedule below / above the tendered percentage or if the item of work does not exist in the said Schedule, then at the rate analyzed on the basis of that Schedule minus / plus the same percentage deduction / addition. If, however, such class of work is neither entered in nor can be analyzed on the basis of the said Schedule or if the tender is on item rate basis, then the Contractor shall within seven days of the date of receipt of the order to carry out the work inform the Engineer of the rate which it is his intention to charge for such class of work and if the Engineer does not agree to this rate and a rate cannot be mutually agreed upon between the Contractor and R.C.F. the Engineer shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates only as shall be fixed by the Engineer. No deviations from specifications stipulated in this Contractor shall be made of additional items of work shall be carried out by the Contractor unless the rates of such substituted, altered or additional items have been approved in writing by the Engineer, failing which R.C.F. shall not be liable for any claim on this account.

- (18) **No. Compensation for Alterations in or Restrictions of work to be carried out** - If at any time after the commencement of the work R.C.F. shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Executive Engineer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall the contractor have any claim for compensation by reasons of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

- (19) **Work to be Open to Inspection** - All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his subordinates and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in Contractor's agent
- (20) **Contractor Liable for Damage Done, and for Imperfections for Three Months After Certificates** - If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any buildings, roads, road kerbs, fence, enclosures water pipers, cables, drains, electric or telephone posts or wires, trees, grass or grasslands or any other property cultivated grounds or contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress, from any cause whatsoever, the contractor shall make the same good by other expense, or in default, the Engineer may cause the same to be made good by other workmen and deduct the expense ( or which the certificate of Engineer shall be final ) from any sums that may be then, or at any time thereafter become due to the Contractor or from his security deposit or the Proceeds of sale thereof or of a sufficient portion thereof.
- (21) **Contractor to Supply all Plant Ladders, Scaffolding, etc.-** The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with this contract be supplied from R.C.F's stores), plants, tools, appliances, implement, ladders, cordage, tackle, scaffolding, shuttering, centering and temporary works requisite or necessary for the proper execution of the work, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with requirements of the Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out of works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or materials. Falling his so doing the same may be provided by the Engineer at the expense of the Contractor and expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall be entirely responsible for the true and perfect setting out and for the correctness of all levels, dimensions, and alignments etc. of all parts of the work. If, at any time, any error shall appear in any part of the work, the Contractor shall, at his own cost rectify such errors to the satisfaction of the Engineer. The Contractor shall also provide all necessary fencing and lights required to protect public from accident, and shall be bound to bear the expenses of defense of every suit, action or other

- proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs, which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- (22) **Provision of Workmen’s Compensation Act** - In every case in which by virtue of the provision of Section 12, sub-section (1) of the Workmen’s Compensation Act, 1923 of any other law for the time being in force, R.C.F. is obliged to pay compensation to a Workmen employed by the Contractor, in execution of the works, R.C.F. will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights of R.C.F. under Section 12, sub-section (2) of the said Act, or any other law for the time being in force, R.C.F. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by R.C.F. to the Contractor whether under this contract or otherwise. R.C.F. shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act or any other law for the time being in force, except on the written request of the Contractor and upon his giving to R.C.F. full security for all costs for which R.C.F. might become liable in consequence of contesting such claim.
- (23) **R.C.F. not Responsible for Contractor’s Employees** – The Contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the Contractor, for all purposes whatsoever and shall not be deemed to be in the employment of R.C.F. for any purpose whatsoever. The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees if, under any circumstances whatsoever, R.C.F. is held liable or responsible in any manner whatsoever, for the default or omission on the part of the Contractor in abiding by the aforesaid rules, laws and regulations, or is held liable or responsible to the employees of the Contractor in respect of any matter whatsoever. R.C.F. shall be reimbursed by the Contractor for the same, as also any other expense or costs incurred by R.C.F. in any proceedings or litigation, as a result of any claim demand or act on the part of the employees of the Contractor R.C.F. shall be entitled to claim damages or compensation from the Contractor in that event.
- (24) **Contractor’s Responsibility for the Manner of Execution of Work** - The Contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of Engineer from time to time for purpose of determination of the question whether the work is executed by the Contractor in accordance with the contract.
- (25) **Sums Payable by Way of Compensation Without reference To Actual Loss** - All Sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of R.C.F. without

- reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- (26) **Action Where No Specifications** – In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- (27) **Employment of Licensed Electrical Foremen** - The Contractor shall employ a Licensed Electrical Foreman to supervise all Electrical installation work.
- (28) **Contractor to Comply with all Laws etc.** – The Contractor shall be responsible to secure compliance with all Central and State Laws as well as Rules, Regulations Bye-laws and orders of the local Authorities and Statutory bodies as may be in force from time to time. He shall give to the Municipal Corporation / Committee, police and other relevant authorities all such notice etc. as may be required by law and obtain all requisite licenses for temporary constructions, enclosures etc. and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the works under this contract. He shall make good at his own cost, any damage to any adjoining property.
- (29) **Contractor to Submit Programme of Construction** - The Contractor shall submit to the Engineer in advance of commencement of work, his programme of construction and get the same approved by the Engineer. The Programme of construction should adequately provide for progress of execution of work to achieve completion within the stipulated period of time. The Contractor shall strictly adhere to this approved programme to ensure that the progress of work is satisfactory and also to enable his activities to be properly co-ordinated with the activities of other contractors (if any) installing the services.
- (30) **Assignment or Subletting of Contract** - The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the R.C.F. Any breach of this condition shall entitle the R.C.F. to determine the Contractor under clause 63 of the conditions and also render the Contractor liable for payment to R.C.F. in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the works by petty contract under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the R.C.F. and shall not relieve the Contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse R.C.F. for the expenditure incurred by it for the above, the Contractor shall reimburse R.C.F. for the same.



- (31) **Contractor to Remove Unsuitable Employee** - The Contractor shall, on instructions of the Engineer immediately dismiss from the works any person employed thereon who may misbehave or cause any nuisance or he, otherwise in the opinion of the Engineer, is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer.
- (32) **Handing Over of Works** - The Contractor shall be bound to hand over the works executed under the contract to R.C.F. complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes.
- (33) **Determination of Contract Owing to Default of Contractor –**
- (1) If the Contractor should –
- (i) become bankrupt or insolvent, or
  - (ii) make an arrangement with or assignment in favour of his creditors, or agree to carryout the contract under a Committee of Inspection of his creditors, or
  - (iii) being a Company or Corporation, go into liquidation ( other than a voluntary liquidation for the purposes of amalgamation or re-construction ), or
  - (iv) have an execution levied on his goods or property on the works, or
  - (v) assign the contract or any part thereof otherwise than as provided in Clause 58 of these conditions, or
  - (vi) abandon the contract, or
  - (vii) persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
  - (viii) fail to adhere to the agreed programme of work, or
  - (ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected, or
  - (x) fail to take steps to employ competent or additional staff and labour as required under Clauses 39, 51 & 52 of these conditions, or
  - (xi) fail to afford the Engineer or Engineer’s Representative proper facilities for inspecting the works or any part thereof as required under clause 36 or these conditions, or
  - (xii) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the R.C.F. or to any person on his or on their behalf in relation to the execution of this or any contract with the R.C.F. then and in any of the said clauses, the Engineer on behalf of the R.C.F. may serve the Contractor with a notice in writing to that effect. If the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is

capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, R.C.F. shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to remove the Contractor from the whole or any portion or portions ( as may be specified in such notice ) of the works without thereby avoiding the contract or releasing the Contractor from any of his obligations or liabilities under the contract, and adopt any of several of the following courses

- (a) to rescind the contract of which recession notice in writing to the Contractor under the hand of the Engineer shall be conclusive evidence, in which case the security deposit of the Contractor shall stand forfeited in the R.C.F. without prejudice to the R.C.F.'s right to recover from the Contractor any amount by which the cost of completing the works by any other agency shall exceed the value of the contract.
  - (b) to carry out the works, or any part thereof, by the employment of the required labour and all incidental charges, and to debit the Contractor with such supervision and all incidental charges, and to debit the Contractor with such costs, the amount of which as certified by the Engineer shall be final and binding upon the Contractor, and to credit the Contractor with the Value of the works done as if the works had been carried out by the Contractor under the terms of the amount to be credited to the Contractor shall be final and binding upon the Contractor.
  - (c) to measure up the work executed by the Contractor and to get the remaining work completed by another contractor at the risk and expense of the Contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the Contractor if the works had been carried out by him under the terms of the contract the amount of which excess as certified by the Engineer shall be final and binding upon the Contractor, shall be borne and paid by the Contractor and may be deducted from any moneys due to him R.C.F. under the contract or otherwise or from his security deposit. Provided always that in any case in which any of the powers conferred upon the R.C.F. by sub-clause (1) clause 63 hereof shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.
- (2) Right of R.C.F after recession of contract owing to default of Contractor. In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted :-

- (a) the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
  - (b) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools implements, machinery and buildings, on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the future execution of the works of any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereto or for wear and tear or destruction thereof.
  - (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and temporary works upon the site.
  - (d) R.C.F. shall not be liable to pay the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the R.C.F. have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him/after deducting the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor, shall upon demand pay to the R.C.F. the amount of such excess and it shall be deemed a debt due by the Contractor to the R.C.F. and shall be recoverable accordingly.
- (34) Matters Finally Determined by R.C.F.** - All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after the completion and whether before or after the determination of the contract, shall be referred by the Contractor to R.C.F. and R.C.F shall within a reasonable time after presentation make and notify decisions

thereon in writing. The decisions, directions and certificates with respect to any matters, decision on which is specially provided for by these conditions given and made by R.C.F. or by the engineer on behalf of R.C.F. which matters tractor and shall not be set aside or be attempt to be set aside on account of any informality omission, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

**(35) Settlement of disputes and Arbitration –**

- (1) All questions and disputes relating to the meaning of the specifications, design and drawings and instructions and any other matter there before mentioned, whether arising during the progress of the work or after the completion, or abandonment of the work shall be referred to adjudication by arbitration by two arbitrator to be nominated by the Owner (RCF) and the other to be nominated by the Contractor; and in case of disagreement between the arbitrators; by an Umpire appointed by the two arbitrator prior to proceeding with the disputes. The arbitration shall be conducted under the Indian Laws and the venue of Arbitration shall be at Bombay.
- (2) During the Arbitration proceedings the Contractor shall proceed with the work unless otherwise directed in writing by Owner or unless the matter is such that work cannot possibly be continued until the decision of the Arbitrators is obtained by as the case may be. No payment due to and payable by Owner shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matters of dispute.
- (3) It shall be a term of an agreement of reference to refer the dispute to arbitration, the Arbitrator/Arbitrators or the Umpire, as the case may be, shall be bound to give an itemized and a reasonable award. Where there are even numbers of arbitrators, the arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointments and in any event prior to proceeding with the reference.
- (4) The Contractor hereby agrees that he shall have no objection if the Arbitrator so appointed by the Company is an employee of the Company and that he had to deal with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or differences.
- (5) If the Arbitrator to whom the matter is originally referred to is transferred or vacates his Office or is unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacating of Office or inability to act, shall appoint another person not below the rank of Chief Engineer to act as Arbitrator, in accordance with the terms of Contract. The Arbitrator so

appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor and the Contractor shall have no objection thereto.

- (6) Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (7) It is a term of contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The other party may prefer the counter claim, if any.
- (8) The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- (9) The Arbitrator shall be deemed to have entered on the reference on the first date of hearing.
- (10) The award of the Arbitration shall be final and conclusive and binding on both the parties to this Contract.
- (36) Force Majeure** - Neither RCF nor the Contractor shall be considered in default in performance of their obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order proclamation, regulations or ordinance of any Government or of any sub-division thereof, of because of any Act of God.
- (37) License under Contract Labour Act** - Tender should possess a valid license under the contract labour (Regulation and Abolition) Act, 1970 and mention his license number while submitting the tender.
- (38) Group Insurance Scheme** - Our establishment is exempted from ESIS Act and hence successful tenderer should cover all his / their employees under Group Insurance Scheme in case of accidents.
- (39) Provident Fund** - The successful tenderer should pay Provident Fund contribution in respect of his / their employees (employee + employer's share ) as per provisions of Employee Provident Fund Act, 1952 and should possess Provident Fund Number issued by Provident Fund Commissioner.

## 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 or 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, wageslip 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) 'Large 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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## Part II – Technical Cum Unpriced Commercial Bid

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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
- (a) Where the No. persons does not exceed 50 - No. of seats ..... 2
  - (b) Where the No. of persons employed exceeds 50 but does not exceed 100- No. of seats ..... 3.
  - (c) 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 :
- (1) Thatched roofs (2) Mud floors and walls (3) 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.
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## 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 Licenced 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.

Part II – Technical Cum Unpriced Commercial Bid

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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**Annexure – 1**

**BID FORM**

Dear Sir,

I/We submit this sealed Bid of Construction of WBM Road along West side of Boundary Wall from IMAX Theatre to Urea Silo & Asphaltting Work in Main Stores at South face of Mech. Yard and in front of Tr. IV / V Stores inside Factory Premises to Rashtriya Chemicals & Fertilizers Ltd. in response to Invitation to Bid No. \_\_\_\_\_.

I/We have gone through instructions to bidders as detailed in N.I.T. and thoroughly examined the terms and conditions of R.C.F. as given in N.I.T. and its annexure and schedules and agree to abide by them. The rates at which I/We offer to supply the services have been stated in the enclosed schedule and Annexure. It is hereby confirmed that no other charges shall be payable to me/us.

I/We have deposited the Earnest Money of Rs. \_\_\_\_\_ in cash/by a bid bond/a Crossed Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ Bank in favour of the Finance Manager, Rashtriya Chemicals & Fertilizers Ltd., payable at Mumbai.

I/We agree to hold the offer open for 180 days (one hundred and eighty days) from the date of opening of commercial bid with prices/revised prices and shall be bound by communication acceptance within this time. I/We further undertake this offer shall not be modified, amended, altered or withdrawn by me/us till the aforesaid period of 180 days elapses. In case I/We do so or fail on receipt of advice of acceptance of my/our bid to furnish the Security Deposit / Guarantee Bond to execute the contract agreement or to commence the work stipulated in the contract within the specified dates I/We understand and agree that the Bid Money shall stand absolutely forfeited to Rashtriya Chemicals & Fertilizers Ltd. without any legal recourse for us.

The following papers / documents are attached hereto and form part of the bid.

1. Technical Bid
2. Unpriced Commercial Bid
3. Priced Commercial Bid
4. \_\_\_\_\_
5. \_\_\_\_\_

Yours faithfully,

Signature of the Bidder

Witness :

1. \_\_\_\_\_
- \_\_\_\_\_

(State the capacity in which the signature signing)

Annexure-2

**CONTRACTOR/VENDOR QUESTIONNAIRE FORM**

1. Name of the firm :
2. Year of establishment :
3. Office address :
4. Factory address :
5. Telephone Nos. Office / Factory :
6. FAX Nos. Office / Factory :
7. Name of the person to contact :
8. Status of the firm e.g. whether a company registered under companies Act, 1956 or a partnership firm or proprietary concern :
9. Whether SSI Registered under NSIC (NSIC Certificate to be furnished).
10. Names of the Chairman / M.D. / Directors (in case of companies) or names of the partners (in case of partnership firm) or name of the proprietor (in case of partnership firm) or name of proprietor (in case of proprietary concern)
11. Income Tax Account No.:- PAN / TAN
12. Sales Tax Registration No.
13. Service Tax Registration No.
14. Name of the bankers.
15. Name and designation of the relative(s) if any of the Partner/Director/Tenderer serving in RCF and relationship.
16. Name of the management staff
  - i) Chief Executive
  - ii) Production in Charge / Supervisor in charge
  - iii) Sales Chief / Project Chief
  - iv) Site In Charge
17. Personnel – total no. employed.
  - i) Engineers
  - ii) Draftsmen
  - iii) Qualified welders
18. List of major customers during last three years.
19. Highest value of single order executed.
20. Description of manufacturing installation and experience (attach separate sheet if required).
21. Description of quality control programme (attach separate sheet if required).
22. List of special tools/tackles/equipments required for this type of job.

SIGNATURE

Name

Designation : (with seal )

Date