



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

No.TS/Prod/ANP/Spillage/ARC/2010

15<sup>th</sup> Sept. 2010

Dear Sir,

Sub:- Annual rate contract for spillage and handling of rock phosphate, handling & feeding of auxiliary chemicals and miscellaneous cleaning in ANP Plant of RCF during the year 2010-2011

Enclosed please find NIT for the above mentioned jobs. You are requested to see the jobs personally and send your quotations so as to reach the office of the Chief Engineer (TS) before 11.00 am on **28/09/2010**. The quotations will be opened at 3.00 pm on **28/09/2010**.

Kindly send sealed quotations in two parts

- 1) Technical Bid (Unprice Bid)
- 2) Price Bid

in separate envelopes and EMD in separate envelope. Please note that quotations without EMD shall not be accepted.

**The party is requested to see the job at site before quoting. In case, if you are not interested to quote, kindly send regret letter.**

Note: **Successful tenderer will have to employ the present workers who are working on the same job in ANP Plant as the case filed by the workers is sub-judice and the Hon. Bombay High Court has given orders to maintain the same status quo with respect to these workers regarding their service conditions. The successful tenderer shall have to retain these workers on the existing terms and conditions of their employment.**

Thanking you,

Yours faithfully,

S.N.Salve  
Chief Engineer (TS)



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

## T E N D E R   F O R M

1. I / We hereby offer to execute the under mentioned work for the Rashtriya Chemicals & Fertilizers Ltd. At Trombay, Marvali Church, Chembur, Mumbai – 400 074 at the rates entered in the prescribed tender form sent herewith duly signed by me / us.

Name of Work:- Annual rate contract for spillage handling of rock and feeding of Rock Phosphate, handling & feeding of Auxiliary chemicals and miscellaneous Cleaning in ANP plant during the year 2010 -2011

2. I / We have examined the nature of the work and details at all the portions of the work and have carefully noted the conditions of contract and specifications with all stipulations with which I / We will undertake to complete each piece of work within the stipulated time during the contract period. In the event of break down and emergency,
3. I / We shall do the job on 24 hours basis and also on Sundays and holidays without claiming any overtime.
4. This tender shall remain open for acceptance for 2 ( Two) months from the date of opening of tender.
5. Should this tender be accepted I / We hereby agree to abide by and fulfil all the terms and directions contained in the Tender Documents which have been read by me/us (read and explained to me/us). A cash receipt /demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_
6. ( Rs. \_\_\_\_\_ only) is attached herewith being the earnest money, the full value of which is to be absolutely forfeited to RCF or its successors without prejudice to any other rights or remedies or RCF or its successors should I / We fail to undertake to work.
7. On award of contract, I / We shall submit our acceptance for the same on "Stamp Paper" of Rs. 200/- which shall also be the guarantee of our performance and agreement for the contract between R.C.F. and me / us.

Signature of Tenderer

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

Signature and Address of witness

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



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: **00 91 22 552 2235**  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

## **NOTICE INVITING TENDER**

- 1.0 Sealed tenders are invited for Annual rate contract for spillage handling of rock and feeding of Rock Phosphate, handling & feeding of Auxiliary chemicals and miscellaneous Cleaning in ANP plant during the year of 2010 -2011
- 1.1 Tenders shall be in sealed covers submitted in duplicate so as to reach Chief Engineer (TS), Rashtriya Chemicals & Fertilizers Ltd., Technical Building, Chembur, Bombay-400 074 on or before 11.00 A.M. on **28.09.2010** . The tenders shall be opened on same day i.e. on **28.09.2010** at 3.00 P.M.in presence of such tenderers or their accredited representatives as may be present at Technical Building or at Admn.Building DGM(P) office.
- 1.2 The Earnest Money ₹. **35,000/-** to be deposited by the tenderer, shall be paid in terms of either (1) demand drafts payable to RCF, Trombay - 400 074 or in cash (cash receipts or demand drafts must be attached with the Tender Form).
- 1.3 Tenders received after the closing date shall be rejected without any further consideration.
- 1.4 On acceptance of tender by RCF the earnest money deposited by the tenderer which is for first 1 lakh is 2 1/2 %. Next 5 lakhs is 1 1/4 %, next 10 lakh is 1 % and addition to above is 1/2 % of the estimated tender value shall be retained by RCF as part of security deposit for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit which will be 10 % of the value of contract, unless otherwise specified in the special conditions if any, shall be deposited by the contractor in cash or as bank guarantee by a Nationalised Bank, in the form prescribed by RCF or may be recovered by percentage deductions from the contractors 'ON ACCOUNT' bills. The contractor shall be responsible for maintaining the work and making good any imperfection which may become apparent during the period of six months from the date of the entire completion of the work under the contract.
- 1.5 The security deposit shall be refunded to the successful tenderer after a period of six months from the date of completion of the work subject to such deductions as may become due in accordance with the conditions of the contract. No claim for interest or any other compensation shall be entertained in respect of earnest money or security deposit or any amount retained by RCF or in respect of any money or balance which may be in RCF hands owing to any disputes between RCF Ltd. and the successful tenderers or in respect of any delay on the part of RCF Ltd. in making any interim or final payment.
- 1.6 Where tenders are not accepted for award of work the earnest money deposits shall be without any interest after three months of the date of opening the tenders.



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

- 1.7 The rates quoted by tenders shall be firm and hold good for all the works and remain valid for one year till the expiry of the contract. If job is satisfactorily done during the contract period same contract can be extended for further one more year on same rate, terms & condition provided party agrees for the same.

## 1.8 **TENDERS SHALL SUBMIT WITH THEIR DULY COMPLETED FORM THE FOLLOWING DOCUMENTS-**

- i) All the tender documents after signing on each page.
- ii) Cash receipts or bank drafts as the case may be for EMD.
- iii) Copy of Income Tax clearance certificate.
- iv) Copy of the registration certificate, licence issued by the Maharashtra Government for employing labourer on contract.
- v) Provident fund number which they maintain for depositing P.F. for their employees and copy of last payment made in the P.F. account.
- vi) Copy of insurance policy for their employees and ESIS number.
- vii) Copy of gratuity scheme for their employees if any.

## 1.9 **THE TENDER DOCUMENTS CONSISTS OF THE FOLLOWING –**

- a) The notice inviting tenders (Terms & conditions contained in this will be strictly followed unless otherwise mentioned.
- b) General directions.
- c) Safety practices to be followed for electrical equipment.
- d) Safety clause for contract items and site instruction.
- e) Contractors labour and health regulations.
- f) Schedule of rates and scope of work.
- g) Prescribed tender form.

## 2.0 **SPECIFIED INSTRUCTION**

- 2.1 Parties having experience of similar jobs must submit certificate to that effect.
- 2.2 Interested parties may visit the actual location and get themselves acquainted with the arrangement required for the above mentioned jobs.
- 2.3 Tenderer must quote rates on the proforma (schedule of quantities) attached and sign on each page.
- 2.4 No tender will be considered unless attached with cash receipts or demand drafts for Earnest Money Deposit.
- 2.5 Successful tenderer will have to provide proper uniform to all contract labour/workmen;



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

supervisors employed by them and shall pay P.F. contributions in respect of their employees (employee and employer share) as per the provisions of Employees Provident Fund Act 1952.

**2.6 Successful tenderer will have to employ the present workers who are working on the same job in ANP Plant as the case filed by the workers is sub-judice and the Hon. Bombay High Court has given orders to maintain the same status quo with respect to these workers regarding their service conditions. The successful tenderer shall have to retain these workers on the existing terms and conditions of their employment.**

2.7 The contractor shall pay minimum wages as declared by Govt. of India from time to time and cover all their employees under ESIS, Group Insurance Scheme or any other scheme as decided by RCF from time to time and furnish following information to Personnel Manager, RCF Ltd.

- a) Number of workmen engaged Male/Female.
- b) Nature of jobs.
- c) Rate of wages.
- d) Any other information required from time to time.

2.7 The tenderers must give an undertaking that they abide by the forms given in the NIT without any reservation whatsoever. This should be sent in a separate sealed cover. At the time of opening the tender(s) the covers containing the rates will be opened provided the party has given their consent to abide by NIT terms. If any reservation is found regarding the acceptance of our terms their offers may not be considered at all and the cover containing the rates may be returned to the parties without opening.

2.9 Once the tenders are opened, no correspondence offering change in rates etc. or of any kind will be accepted by Rashtriya Chemicals & Fertilizers Ltd. under any circumstance unless asked for.

2.10 The successful tenderer shall carry out the work in accordance with the time/schedule/quantity/rate/frequency/man power schedule as specified by plant authority to suit the process conditions of running plant and keep environment as clean.

2.11 Once the job is allotted, the contractor shall be required to work round the clock to complete the job. In those cases where labourers are relieved from shift duty, it is contractor's responsibility to see that no work suffers because of shift change and continuity of work is maintained.

2.12 RCF reserves the right to get any job falling under the scope of work done through any other agency or departmentally without giving any reason thereof.

2.13 In case RCF is not satisfied with the progress of work, RCF shall reserve the right to get the job completed at risk and cost of the contractor for which recovery shall be done from their bills. EMD and security money deposit.



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)

WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074

PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235

e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

- 2.14 RCF shall not be responsible for any injury/loss of life that might occur to contract labour staff. They must cover all their workmen/supervisors under suitable insurance.
- 2.15 Contractor shall make their own arrangement to carry out the jobs with their own tools, tackles, consumable, scaffolding, scaffolding materials, water hoses, air hoses, portable pumps, restoline, tarpauline, air compressors, mixer or any other equipment required during the execution of job. Water and power will be supplied by RCF free of charge. Arrangement for taking water to required location will be made by the contractor using their own water hoses etc. will arrange their own equipments to use the power. Cranes will be provided, where ever it will be considered absolutely necessary, free of cost by RCF unless specifically mentioned otherwise.
- 2.16 **"Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person/contract labour shall be employed without the valid certificate of fitness".**
- 3.0 The contractors shall ensure that job is done as per specifications and instructions of RCF Ltd. They shall be held responsible for any failure due to bad workmanship and will have to rectify imperfections if any to the full satisfaction of RCF for which no extra payment will be made by RCF.
- 4.0 **PENALTY AND DISPUTES**
- 4.1 In case of delay in job a penalty at the rate of 1 % per hour will be charged subject to a maximum of 10 % of the order value.
- 4.2 All disputes and questions, claims, rights, matters or things what so ever in any way arising out of or relating to the contract shall be covered under the arbitration clause of this company.
- 5.0 **SCOPE OF WORK**  
The scopes of work for all the jobs are given in the Annexure. All the activities mentioned therein are to be followed strictly.
- 6.0 The successful bidder/contractor will ensure that the instruction of site engineers incharge of the job shall be faithfully and promptly carried out and in case the contractor his employee or any of his representative indulge in any illegal/unlawful activities or any misconducts, the contract/work order may be terminated without any notice at the risk and cost of the contractor.
- 7.0 **GUARANTEE**  
Contractor shall guarantee that all jobs are done correctly and as per the specification. Exchangers will be cleaned and pressure tested before handling over and towers will be handed over duly certified by the RCF engineer incharge, when tested to operating pressure.
- 8.0 **VALIDITY**  
8.1. The validity of the Work Order will be for one year.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

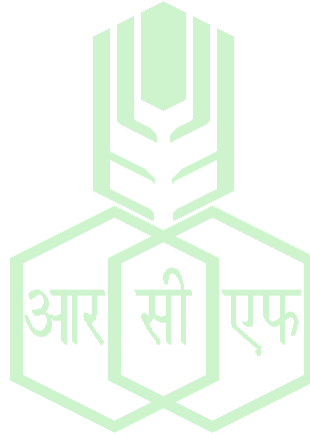
8.2. RCF reserves the right to extend the validity of the Work Order at its sole discretion by one more year or as per need on same rate, terms and conditions if applicable.

9.0 **RCF reserves the right to reject any or all the tenders without assigning any reason there for. The job will be split up between one or more parties at the sole discretion of RCF.**

10.0 **PAYMENT**

Payment of one running bill in a month will be made to the party within 30 days (Thirty days) after receipt of duly certified bills in the Account Section.

Chief Engineer (TS)





## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

### **SAFETY CLAUSE FOR CONTRACT ITEMS**

1. Most part of the Factory Area are declared as **NO SMOKING** area and whenever contractor's labourers or supervisors execute work or pass by in these area, they must strictly observe the common rules in this respect. Any consequences, losses etc. to RCF arising out of non-compliance with this regulation on the part of the contractor's will be debited to the account of the contractor and will be recovered from his dues.
2. The contractor must ensure strict adherence to all the safety regulations of the corporation and should execute every job with due care and caution and strictly observe all the recognised safe practices in doing the jobs. Whatever equipment the contractor might bring in our factory, in pursuance of execution of his job such as scaffolding materials, ladders etc. must be strong rigid and safe for his employees to stand on, climb and work. personnel protective equipment such as safety belts and other equipment as found necessary for protection of life and limbs of contractor's employees will be provided by RCF in case of small contracts only to the extent possible and available. For big contracts the contractor himself would provide these equipments. Proper use of this equipment by all his employees concerned at the appropriate time will be contractor's responsibility and will return the protective equipment provided to his by RCF. There is a work permit system existing in our factory. As such the supervisor of the communicating 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 Department. under the supervisor shall ensure strict compliance with the instructions he receives from RCF. Supervisor in regard to the precautions to be taken by his and his employees in the safe execution of the job entrusted to the contractor. He shall also abide by the instructions given to him by the RCF supervisor about the validity and the expiry time of the permit and should not allow his employees to work after the permit's validity is over, unless revalidated in the meanwhile or a fresh permit is issued to the RCF supervisor. All civil and/or criminal liabilities arising out of infringements of any labour acts/rules/enactments enforceable in this state or which re-likely to be enforced during the tendency of the contract arising out of employment of his workers in this factory and/or any injuries sustained by his workers during the performance of job by these in the factory premises will be the sole-responsibility of the contractor, any expenditure incurred by the RCF in facing or defending any situations of or litigations arising out of the negligence of the contractor and will be recovered from his dues.





## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

: 2 :

3. 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 use by his workers of all the safety and personal protective equipment. In case of all fatal accidents and of those accidents which, in the opinion of RCF, can be termed as serious violation of RCF safety regulations and/or infringement or any enforceable statutory provisions. On the part of the contractor or his supervisor, this will be dealt with by RCF in the manner laid down for serious violation of such terms.

It would be open for RCF Management to terminate all future contractors with any contractor who has been violating this safety clause three times in a year.

4. 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 employees get 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 at the hospital carrying the injured to it and all other incidental work there will be the responsibility of the contractor. The RCF Administration has to report the dates of resumption of injured to relevant Govt. Authorities. As such the contractor has to inform RCF supervisor the date of resumption of duty of injured workers/s.





## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

### **SAFETY PRACTICES TO BE FOLLOWED BY CONTRACTORS WHILE HANDLING ELECTRICAL EQUIPMENT**

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 testers, test lamps etc. should be checked for unsafe conditions before use.
3. Do not tamper with electrical wiring, in case of any difficulty/problems do not attempt any repair yourself. Contact or call on the electrician/electrical supervisor for needful. Persons holding wiremen's permit/supervisor's licence only are authorised to work on electrical installations.
4. Use only three pin plug for hand lamps and flood lights and single phase portable tools. Ensure proper phase, neutral and ground connections. Strictly avoid unsafe practice of inserting bare wires directly into power sockets. This is hazardous and could cause serious accidents.
5. Do not shift the 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 fire and conductor should have adequate cross section. Use 4 pin plug and ensure correct polarity of phase and ground connections.
6. 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.
7. Protect the portable electrical equipments from dripping liquids, dust, moisture, rain etc.
8. Welding should be done only by qualified welder.
9. Safety wears like hand gloves, rubber shoes, face shield etc. should be used while doing welding jobs.
10. Ensure that welding holder is properly insulated, dry and clean.
11. Whenever wet and moist conditions, prevail, transformer welding sets should not be used.
12. Welding cables should be preferable without joints, unless long cable lengths are involved. Joints if required should be firm and insulated. 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 is unsafe practice which could cause fire hazard due to loose structural connection.
13. Use only 24 volts inspection lamps.
14. Ensure general safe working conditions and good house keeping in/around the job area.

#### **GENERAL DIRECTIONS**

REGD. OFFICE: 'PRIYADARSHINI', EASTERN EXPRESS HIGHWAY, MUMBAI-400 022.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: **00 91 22 552 2235**  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

1. Tenderer shall deposit the earnest money in following terms
  - (a) cash or
  - (b) Demand Draft payable to RCF, Trombay
2. Tenderers must note that the validity period is 2 ( Two) months from the date of opening the tenders. No tenderer can withdraw or revoke his tender or revised his rates within the said period of two months. If any tenderer withdraws or revokes his tender or revise the tendered rates for any items within the aforesaid period of two months his / their earnest money deposit is liable to be forfeited.
3. All tender documents should be stamped and signed by the authorised representative of the party on each page.
4. Canvassing in connection with tender is strictly prohibited. Tenders submitted by contractors who resort to canvassing will be rejected outright.
5. Acceptance of tender will rest absolutely with Rashtriya Chemicals & Fertilizers Ltd. ( Trombay ) who do not bind themselves to accept or any tender and reserve to themselves the right to reject any or all tenders without assigning any reason or giving any explanation therefor.
6. The award of contract may be split up into two or more contractors depending on the quotations.
7. The successful tenderer shall have to comply with all local, State and other Government rules, regulations, bye-laws etc. and shall give to Municipal Corporation, Police and other relevant authorities all such notices etc. as may be required by laws and Municipal bye-laws and obtain all requisite licences for constructions, enclosures etc. and pay all fees duties taxes etc. and such other dues or charges which may be liveable on account of his operations in executing the works under this contract. He shall make good at his own cost any damage caused to adjoining property whether public or private and also supply and maintain any fencing, lighting, watching etc. required.
8. The successful tenderer shall make his own arrangement for housing his workmen both skilled and unskilled and his other supervising staff engaged on the works. No open land or tenement within the property of RCF will be made available to the successful tenderer.
9. Canteen facility will not be provided by RCF. You may avail facility of private canteen located inside the factory.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER **Fax: 00 91 22 552 2235**  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

10. No claim for interest or any other compensation shall be entertained in respect of earnest money or any amount retained by RCF Ltd. or in respect of any money or balances which may be in RCF had owing to any dispute between RCF Ltd. and successful tenderer or in respect or any delay on the part of RCF Ltd. in making any interim or final payment.
11. The successful tenderer's responsibility under this contract shall commence from the date of issue of letter accepting the tender. The tender documents and letter of acceptance shall constitute the contract pending execution of Stamped Agreement. All costs, charges and expenses incurred in contract agreement including stamp duty shall be paid by the successful tenderer.
12. The successful tenderer shall have to observe all the safety rules as required and shall provide safety wears for his workmen at his cost. He and his employees should undertake to scrupulously observe all security arrangement of factory area from time to time. It should be noted that the normal time within the factory area is 8.00 am to 5.00 pm with Sunday as a weekly off day. How ever, the factory operates round the clock on all days.
13. Contractor should prepare challan for incoming materials including all his tools and tackles in triplicate and would be them endorsed at the Security Gate No. 2. one copy of all such challans would be retained by Security Department, the other copy should be deposited with respective Plant Manager to facilitate the return of material after completion of the job.
14. R.C.F. assumes no responsibility for any damage or injury to equipment and employees of the contractor due to accident or any other reason.
15. Electricity and water would be supplied free of cost. However, no claim in any form no account of failure of power or water supply shall be entertained by the RCF.
16. Conditional tenders are likely to be rejected.
17. Contractor shall at all times protect adjacent equipment, pavements and other property and shall clean-up or repair any damage caused through the failure of his protective measures. Extreme care should be taken since working place shall be running plant / adjacent area.
18. In case of emergency medical facilities maybe extended to contractors labour to the extent



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER **Fax: 00 91 22 552 2235**  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

available on payment of usual charges. RCF will not be responsible for any loss of life or injury caused to contractors labour. Contractor should cover all his employees under suitable insurance to cover all risks.

19. The contractor shall make his own arrangement to carry out the job with his own tools, tackles, slings, spanners and consumable materials. No material / tools / tackles etc. will be supplied by RCF.
20. The contractor shall provide uniform and issue tokens to every worker brought by him inside the factory. The tokens are available at the nominal amount of Rs. 5/- per token. The amount for required number of tokens may be deposited in the Accounts Department of RCF in the Administrative Building. On obtaining the receipt it would be furnished at Gate No. 2 and the necessary tokens collected to bring workers inside the factory. The contractor should keep ready the tokens before the actual start up of the job to avoid delay at eleventh hour.
21. The successful tenderer shall be responsible for maintaining the work and making good any imperfection which may become apparent during the period of 6 months from the date of entire completion of the work undertaking contract. Security Deposit shall be refunded to the successful tenderer after a period of 6 months from the date of entire completion of the work subjected to such deductions as may become due in accordance with the conditions of this contract. However, the earnest money will be refunded after completion of entire work.
22. Electric power if required by the successful tenderer for any of the job, the necessary connection at one point per plant only will be given by RCF and further connection to the site of work will be arranged by the contractor at his own cost.
23. In addition to this, the successful tenderer would also strictly adhere to the instructions given below:
  - (a) Welding sets, pumps and other electrical equipments must be located within 20 ft. of the power supply point indicated by RCF. If power supply is required at a distance of more than 20 ft. the successful tenderer should arrange to bring the power supply point with



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER **Fax: 00 91 22 552 2235**  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

the permission of Plant Engineer ( Electrical) supporting it on poles/brackets etc. ensuring the safety of operating personnel.

- (b) 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 if the installation does not conform to Safety Rules and Indian Electricity Rules.

24. In case of any dispute either Technical or Non-Technical, the decision of Chief Engineer ( Tech. Services) RCF Ltd., Trombay will be final and binding on the contractor.

25. Penalties:

- a. When the quotations have been accepted, work order will be issued specifying the time for the completion of jobs. Penalty at the rate of 1% per hour of value of the work order will be levied up to the maximum of 10% to total value of the contract for non-completion of work within the specified time.
- b. In the event of contractors failure to fulfil the obligations under the work order, RCF has the right to get the work done through some other agency at his/ their risk and cost and the same amount will be recovered from the security deposit / pending bill of the party.



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

## STANDARAD TERMS AND CONDITIONS OF CONTRACT

### 1. LABOUR LICENCE

Contractor engaging 20 or more workers must obtain valid Labour Licence for employing number of persons as Contract labours and it should mention the location and the maximum number of contract labour to be employed/ engaged before actual execution of work and copy is to be forwarded to Personnel dept., before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement.

### 2. PRE - EMPLOYMENT MEDICAL EXAMINATION OF CONTRACT WORKERS

Contractor will have to submit a certificate of fitness in Form - 6 in respect of workers to be engaged inside the factory and no person/contract labour shall be employed without the valid certificate of fitness. The Contractor will get the Pre - employment medical examination of his workmen from approved Panel Doctors or agencies as per the separate list enclosed with N.I.T.

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

The contractor must have separate Provident Fund Code No., obtained from the office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code no., and shall deposit regularly P.F. contribution of both shares (Employers/Employees) @12% of wage disbursed to the P.F. office alongwith the necessary Administrative Charges (presently 1.61%). The present contribution rates are as under:

ACCOUNT NO	EMPLOYERS SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67 %		12.00 %	
2 (Admn. Charges)	1.10 %			
10 (F.P.)	8.33 %			
21 (EDLI Contribution)	00.5 %			
22 (EDLI Admn. Charges)	1.01 %			
Total P.F.	13.61 %		12.00 %	
GRAND TOTAL (Employers + Employee)			25.61 %	



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

Received copies of the challans should be submitted to the Personnel Dept., monthly through Executive Dept. Contractor should also submit the Returns 3A, 6A & 12A attested by P.F. Office as and when required and before the release of final bills.

The contractor must comply with the provisions of the Employee's Provident Fund Act including Employee's Pension Scheme as may be applicable and as amended from time to time. The Contractor should submit monthly challans of ESI & P.F. by filling details in the format available with Personnel Dept., and Certification that ESI/P.F. payment made in respect of R.C.F. Work Order.

#### **4. EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I. ACT.**

The Contractor must have ESI registration no., under Employees State Insurance Scheme. The Contractor shall cover their labours under the said Act under his Code no., and shall deposit regularly ESI contribution @ 1.75% towards employees share and @ 4.75% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to the Personnel Dept.,

The Contractor should also submit the six monthly return and also should ensure that all workers are getting ESI cards through Panel Doctors.

The Contractor shall contribute towards P.F. & ESI contributions for his workers as per the above-specified rates of the concerned States.

#### **5. REGISTRATION UNDER THE BOMBAY LABOUR WELFARE FUND (AMENDMENT) ACT, 2003**

The Contractor must obtain registration no., under the Bombay Labour Welfare Fund Act, and pay 06 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code no.

#### **6. SUBMISSION OF DOCUMENTS TO PERSONNEL DEPT., BEFORE EXECUTION OF WORK**





## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

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

It may also be ensured that the Contractor to whom the work is awarded/to be awarded is having P.F., ESI code no., and Welfare Fund No., separately in his name and a copy of the allotment letters at the time of award of Contract is to be forwarded for further compliance to Personnel Dept., in order to show the name to P.F. & ESI Inspector during their visit.

- B) Execution Dept., must ensure that the respective Contractor submits ESI, P.F., Contributions in respect of Contract workers engaged at R.C.F. and submit the proof of challan copy every month alongwith wage register copy duly certified by representative of Execution Dept., to Personnel Dept.

It may also be ensured that the Contractor remit six monthly Labour Welfare Fund Contribution and the return under the Bombay Labour Welfare Fund Act, 1953 due in June and December every year to avoid penalty and penal action against R.C.F.

It may be ensured that the Contractor shall submit all the relevant documents monthly showing compliance of all the relevant Acts, Laws, Rules and Legislations as and when called by Personnel Dept., through Execution Dept.

### **7. COMPLIANCE OF APPLICABLE LABOUR LAWS.**

Compliance with applicable Labour Laws and regulations – Statutory obligations and liability: -

The Contractor shall contribute towards Provident Fund and Employee State Insurance Contributions for his employees as per the specified rates of the concerned statutes.

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



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

- During continuance of the Contract, the Contractor and his sub – contractors, if any shall comply and abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and by laws of the State or Central Government or Local Authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any Labour Law in future either by the State or Central Government or the Local Authority.
- The Contractor shall keep the Employer/R.C.F. indemnified in case of any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye Laws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Employer/R.C.F. shall have the right to deduct any money due to the Contractor from running bills including Security Deposit.
- Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) thereunder shall be the sole responsibility of the Contractor.
- Some of the major laws applicable and the compliance is to be made are given below:
  - A) Contract Labour (R&A) Act, 1970
  - B) Employees State Insurance Act, 1946
  - C) Employees Provident Fund Act, 1952
  - D) Minimum Wages Act, 1948
  - E) Payment of Wages Act, 1936
  - F) Maternity Benefits Act, 1961
  - G) Workmen's Compensation Act, 1923
  - H) Factories Act, 1948
  - I) Payment of Bonus Act, 1965
  - J) The Bombay Labour Welfare Fund Act, 1953
  - K) Payment of Gratuity Act. 1972, etc.

## 8. GROUP INSURANCE

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



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

### **9. WORKING HOURS, LEAVES, OVERTIME. SAFETY, ETC., AS PER THE FACTORIES ACT.**

In respect of all labours, directly or indirectly employed in the work for the performance of contract job, the Contractor shall at his own expenses arrange for all safety provisions mentioned in the statute. The Contractor shall ensure that he, his sub-Contractor and his, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or occurred as result of failure to comply with such regulations, the Contractor shall be held responsible for the consequences thereof and shall keep the Company harmless and indemnified.

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

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

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

### **12. PAYMENT OF WAGE AND OTHER BENEFITS.**

- 12.1 The Contractor shall pay not less than minimum wages to his workers as notified/revised from time to time for the applicable scheduled employments under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. In any case, the rate of wage payable shall not be less than the higher of the two rates for the respective employee.
- 12.2 The Contractor shall ensure payment of wages to all workmen, employed by him in connection with the work before the expiry of the 07<sup>th</sup> day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf prescribed under the



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

Payment of Wages Act, the Contract Labour (Regulation & abolition) Act, 1970 and rules framed thereunder, the Minimum Wages Act and any other applicable law.

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

The Contractor must also keep his wages register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Company Officials and ensure the monthly payment on or before 07<sup>th</sup> of next month.

Payment of Bonus is applicable only when the salary is below Rs 3500/- P.M. (Rupees Three Thousand Five Hundred only P.M.)

### 12.4 WEEKLY OFF

The workers must be given weekly off as admissible.

### 12.5 NATIONAL HOLIDAYS

Three National Holidays:

1. 26<sup>th</sup> January
2. 15<sup>th</sup> August
3. 2<sup>nd</sup> October

This must be granted as paid holidays to all workers.

### 13. 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 his Supervision to ensure the safety at work site.

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

### 14. 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 violations of the provisions, the Company will resort to legal action as deemed fit.

Person below the age of 18 years should not be employed.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

### 15. CLAUSE REGARDING ENGAGEMENT OF SUB-CONTRACTOR / WORK ORDER

The Contractor shall not engage any sub-Contractor without the specific permission of the Principal Employer. The Contractors may be given such permission only on giving an undertaking that they will be responsible for, and take complete responsibility for non-fulfillment of any provisions of the Contract Labour (Regulation & Abolition) Act or the rules made thereunder and other applicable laws viz., ESI & P.F. Act. They will be also responsible for timely payment/short payment of wages to the contract labour employed by the Sub-Contractors along with the deposition of ESI & P.F. contribution of both shares in the respective code no., either sub-Contractor/main Contractor, in respect of contract workers engaged by the Sub-Contractor. The Contractor or the Sub-Contractor will not employ any inter-state migrant labour without the permission of Principal Employer, Execution Depts., should forward one copy to Personnel Dept., about the permission of sub-Contractor alongwith undertaking., indemnity Bond, Affidavit etc.

It is the duty of the main Contractor to forward monthly all such documents of ESI & P.F. etc. and a copy of Labour Licence in respect of sub-contractors.

Execution Dept., must ensure that the following three Proforma with relevant details are submitted to Personnel Dept.

1.	Indemnity Bond	On 200 Rs. Stamp paper for issuing Form V to obtain Labour Licence to be submitted by Main Contractor
2.	Affidavit	On 100 Rs. Stamp paper to be signed by sub-contractor about the Compliance of ESI & P.F.
3.	Undertaking	On letterhead to be signed by main Contractor for engaging Sub-Contractor.

Main Contractor must clarify about the compliance of ESI & P.F. in respect of labours engaged by Sub-Contractor stating that the compliance will be made under the Code no., of Main Contractor/respective Sub-Contractor along with the no., of workers engaged.

Execution Dept., must ensure that copies of ESI & P.F. Allotment letter issued by the Govt. authorities (Main Contractor/Sub-Contractor, as applicable) are forwarded to Personnel Dept.,



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

### 16. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the Contractor.
- b) Contractor shall provide all amenities/facilities, which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 etc. such as rest room, drinking water facilities, canteen, etc.
- c) Contractor should complete the work as assigned during the contract period.
- d) \* Contractor should regulate the conditions of employment of his employees/contract labour.
- e) Contractor shall keep adequate no. of strength and contractors services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty at all times. Contract labour shall be liable to search by the securities at our gate and shall have to be strictly observe the directives regarding security and other allied subjects.
- g) \* All persons employed by the Contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor supervisors should be available to give instructions to the Contractor workers and will supervise the entire work.
- h) Whenever the word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The Contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j) Contractor supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by R.C.F. Officials.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)

WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074

PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235

e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

- k) Contractor will ensure the Payment of Minimum Wages as applicable or the wage, as applicable is paid to the workers and will also ensure that the monthly wages are duly witnessed by the representative of the principal employer. Contractor while submitting monthly P.F. & ESI challans will also give a certification that the Contractor has deposited the payment in respect of ESI & P.F. contribution in respect of contract labour engaged at R.C.F. site under reference Work Order.
- l) The Contractor shall be solely responsible for the manner and method of executing the work.
- m) All liabilities on legal aspects of contractors labour lies with the Contractor himself.
- n) The Contractor shall observe all the labour laws, safety and security rules and regulations of R.C.F. which are in force at present and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail termination of the contract.
- o) The Contractor shall indemnify and keep indemnified R.C.F. from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the Contractor under any law of the land, for which the Company shall be liable to comply and all expenses shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

### 17. STATUS OF THE CONTRACT LABOUR.

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

### 18. CONTRACTUAL OBLIGATIONS.

- 18.1 The Contractor shall comply with all the applicable labour laws and the Rules/Orders issued thereunder from time to time. The Contractor should show all his records/monthly returns to the Personnel Department to ensure strict compliance at proper time. If Contractor fails to do so, Contractor failure will be breach of the contract and the Execution Dept., may in his discretion cancel the contract.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

- 18.2** The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation & Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 18.3** R.C.F. shall be entitled at all times to carry out check(s) or inspection(s) of the Contractor's records and accounts to ensure that the provisions of the labour Laws and Regulations are being observed by the Contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall constitute ground for termination of the contract.

### **19. PRESERVATION OF REGISTER/RECORDS.**

The Wage Book, Muster Roll, ESI register and other required documents to be maintained under different laws shall be preserved properly by the Contractor and shall hand over the copies of the same at the time of obtaining clearance for release of final bill/security deposit to avoid any further problem with regard to past liability of the said Contractor for the said period.

### **20. RELEASE OF SECURITY DEPOSIT/FINAL BILL**

Final bill / Security Deposit shall not be paid till the clearance certificate from the Personnel Dept. is obtained.

### **21. CHARACTER VERIFICATION**

The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.

The Contractor shall require to produce verification certificate of his employees from competent authority at his cost.

- 22.** All staff employed by the Contractor shall be the Contractor's employee for all intends and purposes.

### **23. SUPERVISION AT WORK SITE**

The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such employees will have no claim against the





# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

Company whatsoever. The Contractor shall submit credentials for the work done in the past while submitting the offer.

## 24. TERMINATION OF CONTRACT

R.C.F. may terminate the contract any time on giving the Contractor one month's notice in writing. If the Administrative manager finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Administrative Manager shall be the sole judge, upon termination, the Contractor shall only be entitled to be paid for the work actually performed upto the date of termination as per the terms and conditions of the contract.

## 25. PENALTY CLAUSE

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

## 26. NO ALTERATION/ESCALATION IN BETWEEN THE CONTRACT PERIOD

After the acceptance of the Work Order and the NIT terms, the Contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

27. The Contractor's will ensure to provide canteen facility to his workmen as per rules.

28. Company reserves the right to modify/alter or cancel part/full job without assigning any reason thereof.

## 29. UNIFORM

The Contractor has to provide Uniform, rainy shoes and raincoat to his workmen engaged at R.C.F. site. Contractor has to ensure that the workers wear their uniform while on job.

30. All the materials, tools, hose pipes, red earth and manure etc., required for the said work of maintenance should be supplied and paid by the Contractor without any extra cost. In case the Contractor fails to fulfill his obligations in this regards R.C.F. shall be at liberty to arrange the same at the risk and cost of the Contractor with penalty upto 100% of the cost of the material.

31. Any contract labour problem arising out of contract terms will have to be sorted out and settled by the Contractor and R.C.F. will not own any responsibility in this regard of whatsoever nature. Wherever any new party or Contractor is negotiated/considered for giving job, it should be ensured that he meets the above requirements of general terms & conditions (mentioned in clause 1-32) and furthermore to ensure that the provisions are made in the respective Work Order/NIT. This job requirements are also applicable to the



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

Contractor who are engaged/will be engaged for specialized services, job such as boiler, rubber lining job, cleaning of belts and elsewhere and their employees are coming to carryout specialize job at our site. But, not applicable, if they are not working at our premises.

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

**01. Under Contract Labour (R&A) Act** (For licenced Contractor) – if the wage period is monthly.

Rule 59 (State Rule) – Every Contractor shall in respect of each work on which he engages Contract Labour shall required to maintain following Registers/Records.

- Muster Roll Or. Muster – Cum-
- Register of Wages
- Issue Wage slips to the workers atleast a day prior to the disbursement of Wages.
- Issue of Employment Card/Identity Card.

**02. Under Minimum Wages Act (State Rule)** – if the workers are less than 20.

- Muster Roll
- Register of Wages
- Register of Deductions
- Register of Overtime.
- Register of Fines
- Register of Attendance

## 03. FACTORIES ACT:

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

Providing of Personal Protective Equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20)

## 33. INTIMATION TO PERSONNEL DEPARTMENT.

The Contractor shall furnish the following information to the Personnel Dept., within 07 days of the receipt of the Work Order or actual date of commencement of work, whichever is earlier through Execution dept.

- Work Order Copy
- ESI & P.F. Allotment Letter.
- Labour Licence/application for Labour Licence Form No. V by the Principal Employer, if applicable.



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

- Nature of work and the no. of workers to be engaged from the date of commencement of work.
- List of sub-contractors, if any, to execute the work alongwith detail information of Sub-contractors.
- Rate of Wages and the date of payment.

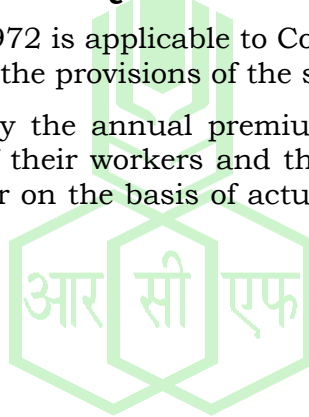
Execution dept., will ensure that all above documents are forwarded to Personnel Dept., periodically by the Contractor through them. This must reach Personnel Dept., before forwarding first bill of contractors for payment so as to comply with requirements of Law.

- Maintenance of Muster roll and Register of Wages as prescribed under the relevant Acts – as applicable and shall be kept handy at an office nearest to work place.
- The Contractors shall display abstract of the Act and Notice showing the rates of wages, name of the Inspectors having jurisdiction, etc.

### **GRATUITY CLAUSE, APPLICABLE ONLY FOR AGREEMENT COVERAGE CONTRACTORS (COURT CASE STATUSQUO ORDERS)**

The payment of Gratuity Act, 1972 is applicable to Contract Labour also. The Contractor should make the compliance of the provisions of the said Act whenever it is applicable.

- Also, Contractor has to pay the annual premium of LIC as calculated by the LIC towards gratuity liability of their workers and the same amount will be reimbursed separately to the Contractor on the basis of actual payment made to LIC (no service charges) by the Contractor.





## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

### ANNEXURE- I

#### Format for Technical Bid.

Sr. No.	Activity	Remarks
1.	We hereby confirm that we will pay the applicable adhoc amount and will claim reimbursement at actual.	Agreed/ Not Agreed.
2.	Taxes and applicable duties are clearly mentioned in the price bid.	Yes/No
3.	E.M.D. (In the form of D.D.)	Given/Not Given
4.	Labour License No.	Given/Not Given
5.	Provident Fund Code No.	Given/Not Given
6.	E.S.I. Registration No.	Given/Not Given
7.	Registration Under Labour Welfare Fund	Given/Not Given
8.	PAN No.	Given/Not Given
9.	Service Tax Registration No.	Given/Not Given
10.	Pre-Employment Medical Check-Up	Agreed/ Not Agreed
11.	All terms & conditions of NIT are accepted.  (NIT copy to be stamped, signed and submitted along with supporting documents)	Yes/No



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfltd.com](mailto:snsalve@rcfltd.com).

## ANNEXURE- II

Office Stamp/Seal

### Scope of work & Quotation Form for handling of spillage/ chemicals/miscellaneous cleaning jobs in ANP Plant during the year 2010-2011

Sr.No. of job	Name of the job with Scope	Maximum quantity to be Handled in MT Per Month	Quoted rate by the party per MT/per cleaning frequency
1.	Rock spillage handling of Rock Grinding unit and feeding it to Bucket elevator BE-1 or any other suitable point as instructed.	240 MT	In Fig. Rs. _____ per MT In Words Rs. _____ _____ per MT
2.	Rock spillage handling in ANP plant at 'o' M and '7' M floor level and feeding it to the boot of the rock bucket elevator 401203 or to any other suitable point as instructed	150 MT	In Fig. Rs. _____ _per MT In Words Rs. _____ _____ per MT
3.	Rock spillage Handling in ANP Plant at 21M, 29M floor level and feeding it in Dissolverf.	100 MT	In Fig. Rs. _____ _per MT In Words Rs. _____ _____ per MT
4.	Product spillage Handling in ANP Plant at 15 M floor level	50 MT	In Fig. Rs. _____ _per MT In Words Rs. _____ _____ per MT
5.	Handling and feeding of impure chalk for preparation of brine in preneutralizer at 15 M or 7M.	12 MT	In Fig. Rs. _____ _per MT In Words Rs. _____ _____ per MT
6.	Handling of sweepage Urea bags and stacking it at 0 m platform for dissolving and pure urea at antifoam section.	50 MT	In Fig. Rs. _____ per MT In Words Rs. _____ _____ per MT



## Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
 WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
 PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
 e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

### **Scope of work & Quotation Form for handling of spillage/ chemicals/miscellaneous cleaning jobs in ANP Plant during the year 2010-2011**

Sr.No. of job	Name of the job with Scope	Maximum quantity to be Handled in MT Per Month	Quoted rate by the party per MT
7	Handling of Soda Ash bags at Clean Cooling Tower, stacking of bag at CCT platform and feeding it to CCT sum as and when instructed.	5 MT	In Fig. Rs. _____ per MT In Words Rs. _____ _____ per MT
8	Both neutralizer A and B Ammonia .sparger physical cleaning.	Cleaning frequency. Maximum 6 times in a month	In Fig. Rs. _____ per cleaning In Words Rs. _____ _____ per Cleaning
9	Cleaning of rich effluent pit	Lump-sum. Cleaning frequency 3 times in year	In Fig. Rs. _____ _per Cleaning frequency In Words Rs. _____ _____ per Cleaning frequency
10	Cooling Tower deck and distributors cleaning	Lump-sum. Cleaning frequency 8 times in a year	In Fig. Rs. _____ _per Cleaning frequency In Words Rs. _____ _____ per Cleaning frequency



# Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit.

(GOVERNMENT OF INDIA UNDERTAKING)  
WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074  
PHONES: 022-25522466 GRAM: FERTILIZER Fax: 00 91 22 552 2235  
e-mail : [snsalve@rcfld.com](mailto:snsalve@rcfld.com).

## Scope of work & Quotation Form for handling of spillage/ chemicals/miscellaneous cleaning jobs in ANP Plant during the year 2010-2011

Sr.No. of job	Name of the job with Scope	Maximum quantity to be Handled in MT Per Month	Quoted rate by the party per MT
11	Handling of Soda Ash Calgon (SHMP) as and when required (Maximum 2 MT/month) Calgon Soda has to be lifted from ground floor to 29 meter floor and to prepare soda solution as and when required.	2 M T	In Fig. Rs. _____ _per MT In Words Rs. _____ _____ per MT
12	Miscellaneous cleaning and water washing of floors (including cleaning and water washing, cleaning of drain lines and drain inside and surrounding plant building.  Cleaning / Sweeping / Washing. The dry part is to be swept. The wet part to be cleaned and if necessary to be washed. The staircases are also to be cleaned. All these areas also to be cleaned. Rock Grinding Building and Pneumatic pumps & compressors area. MAP building area, MAP Gantry etc.	. The rate is to be quoted on lumpsum basis per month	In Fig. Rs. _____ _per Month In Words Rs. _____ _____ per Month

Any taxes if applicable and rate of taxes -

Name of the Bidder

Signature:

Office Stamp/Seal