

**TENDER DOCUMENT
(NON-TRANSFERABLE)
TENDER NO: MES/205/L/0910/459 dt.20/01/10**

Sub- Refractory lining of Furnace Exit Discharge Ends ,Boiler Hot end Gas Box and Connecting Duct in SAP Plant of RCF Trombay

THIS TENDER DOCUMENT CONTAINS:

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| 1. ANNEXURE-1 | Instruction For Bidders |
| 2. ANNEXURE-2 | Scope of Work - Outlining job procedure |
| 3. ANNEXURE-3 | Credentials & Eligibility Criteria Sheet |
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| 5. ANNEXURE-5 | General Terms & Conditions incl. Special Attachment |
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| 7. ANNEXURE-7 | Pro-forma for Bank Guarantee towards SD & PBG and List of Approved Bankers |

Last Date for submission - 05/02/10 upto 5.00 P.M

**M/S RASHTRIYA CHEMICALS & FERTILIZERS LTD.
M.E.S. DEPARTMENT, ROOM NO. 50, ADMINISTRATIVE BUILDING,
MAHUL ROAD, CHEMBUR, MUMBAI - 400 074, INDIA.**

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Contact Person : Chief Engineer (MES)

Instruction to Bidders For

Sub- Refractory lining of Furnace Exit Discharge Ends ,Boiler Hot end Gas Box and Connecting Duct in Sulphuric Acid Plant of RCF Trombay

TENDER NO: MES/205/L/0910/459 dt.20/01/10

Dear Sir,

With reference to above, you are requested to submit your quotation as mentioned below. Your offer must be submitted in Two bid system in three separate sealed envelopes superscripting each envelope with enquiry no., due date & contents.

- **Earnest Money Deposit** - 1st envelope should contain the EMD of Rs.13,750/- (**Rs Thirteen Thousand, Seven Hundred & Fifty only**) in the form of demand draft in favor of M/s Rashtriya Chemicals & Fertilizers Ltd., Chembur, Mumbai - 400 074 payable at Mumbai preferably drawn on State Bank Of India , Commercial Branch (Branch Code-04268) , Swastik Chambers, Sion, Trombay Road, Chembur , Mumbai -74 . Offers submitted without EMD will not be taken into consideration.
- **Un-priced Techno-commercial Bid** - 2nd envelope shall contain the following documents:
 1. Signed and stamped copy of scope of work - Annexure 2 as a token of your unconditional acceptance of terms and conditions.
 2. Eligibility Criteria Form duly filled - Annexure 3
 3. Duly filled in and stamped copy of 'Checklist For Commercial Terms And Conditions' - Annexure 4.
 4. List Of Commercial and Technical deviations taken by bidder if any.
 5. Signed and stamped copy of General Terms and conditions incl. Special Attachment as a token of your unconditional acceptance of terms and conditions
 6. Your Priced Bid photostat copy **with Price Blanked Off.**
- **Priced Bid** -3rd envelope should contain the price bid. Mode of quotation for items must be strictly in the format as mentioned in scope of work. All applicable taxes and duties are to be mentioned in percentage and also in value as extra.
- Your quotation should reach in the O/o the undersigned on or before **05/02/10 upto 5.00 P.M.** Tenders received after due date will not be considered. RCF will not be responsible for any delay due to late delivery of quotations sent by post, courier etc.

The scope of work enclosed herewith is for general guidance only and correct assessment of job should be made before quotation is to be submitted. For all correspondences pertaining to this enquiry please contact the undersigned.

In case you are not quoting please send your regret letter.

Thanking You,

Yours' faithfully,

Chief Engineer (MES)

Sub: Refractory lining of Furnace exit dish ends, boiler hot end gas box & connecting duct in SA plant.

Furnace exit dish end, boiler hot end gas box & connecting duct with expansion joint have developed lots of weak/leaky points which require replacement in Annual shut down 2010.

Party's Scope :

1. The job will be carried out in three phases : A) Pre-shutdown refractory lining at site
B) Refractory removal in shutdown & C) Refractory lining after dish end replacement job.
2. There are in all 3 layers of brick lining viz. one layer of fire bricks (M/s Mahakoshal make only) at the inner periphery (150 MM THK) backed by one layer each of Hot face insulating bricks (115 MM THK) & cold face insulating bricks (225 MM THK) (Insulating bricks - M/s Achint make only). There are two layers of 5 mm thick asbestos sheet at the outer periphery. For furnace dish end castable insulation having 346 mm thickness & castable refractory having 150 mm thickness is to be provided (Whytheat K - M/s ACE make only). Two layers of 5 mm thick asbestos sheet are to be provided with suitable anchors. The expansion gaps are to be provided and are to be filled with ceramic ropes. All the joints between the bricks shall be not more than 2 mm wide.
3. The vendor shall submit in the technical bid, all the relevant technical details (ie. properties etc.) pertaining to refractory material to be used such as fire bricks, insulating bricks, air setting mortar (Accoset 50 - M/s ACE make only) & ceramic fiber etc. compatible to a service of 1200°C oxidizing atmosphere.
4. Service temperature is 1200°C & the skin temperature must be bellow 70°C after the job is over & furnace is taken in line. A joint skin temperature measurement is to be done by RCF & party after the furnace is taken in line, to insure the skin temp. The vendor has to guarantee smooth, homogenous & effective bonding between the old & new joints.
5. The bricks shall be of the following specifications with suitable AIR SETTING MORTAR

Details	Insulating bricks COLD face	Insulating bricks HOT face	FIRE bricks
Bulk density gm/cc min	0.5 -0.6	0.85 - 0.95	2.2
Apparent porosity % min	70	65	20
PLC % at °C for 5 hrs max	At 1000°C :0.5	At 1100°C :0.5	At 1450°C :±1
PCE Orton min	-	27	33
Cold compressive strength kg/cm2 min	15	30	350
Max sage working temp °C	1100	1200	1450
AL2O3 Min %	28	30	55
SiO2 min %	60	62	--
Fe2O3 max %	2	2	2

CERTIFICATES are to be submitted.

6. Vendor to submit step by step job procedure in technical bid.
7. Vendor has to arrange all the Brick lining material i.e Fire Bricks, Insulating Bricks, asbestos sheet as per the thickness mentioned along with the air setting mortar, ceramic rope, anchors etc. after receipt of dish ends & start the job (Part A - Pre-shut down refractory lining).
8. Vendor has to submit the manufacturers test certificates for refractory & anchors along with the material supply.
9. Vendor has to arrange for all necessary tools required for brick lining removal & application.
10. Vendor has to supply all the refractory material, anchors & any other material required other than RCF scope for completion of the job.
11. To clean & do the surface preparation of new dish ends & ducting as per good Engineering standards for refractory lining.

12. To carry out the anchor marking & get it welded from furnace & boiler dish end replacement vendor before & after job execution as per requirement.
13. The major refractory lining job will be carried out before shutdown & minimum job will be done during shut down after replacement of both dish ends where welding has to be carried out in position.
14. To carry out the curing of refractory lining with standard practices for pre-shutdown refractory lining.
15. To remove the old refractory material as per requirement of furnace & boiler dish end replacement vendor (Part B - Refractory removal in shut down).
16. To shift the old refractory material from the site as per instructions of RCF.
17. After completion of dish end replacement job from mechanical vendor, carry out the refractory lining job at remaining portions (Part C - Refractory lining in shut down).
18. To carry out the curing of refractory lining with standard practices.
19. To remove the left out material & clean the area to satisfaction of RCF Engineer.
20. After taking the furnace in line, if any leak or hot spot is observed, party has to rectify the same without any additional cost.
21. The job shall be guaranteed for a period of 12 months against workmanship & quality of material for the new refractory area as per point no.-4.

RCF' Scope :

- A) Scaffolding wherever required will be provided by RCF.
- B) Water, Air, Electricity will be provided by RCF at one point
- C) Hand lamps , flood lamps will be provided by RCF for use .
- D) Anchor welding shall be done by RCF.

GENERAL NOTES:

1. Safety precautions must be taken while doing the job. Class I Permit will be required from RCF Safety Dept. which will be valid for 24 hrs. & is to be renewed daily.
2. Supervisor must be present on the job all the time
3. Vendor must see and understand the job at site before quoting.
4. RCF is ISO Certified Organisation. Vendor has to comply with all the related regulations.
5. Vendor to maintain good house keeping during the course of job and after the completion of job.

MODE OF QUOTATIONS:

Rs. _____ lumpsum for entire job.
Taxes and Duties to be indicated separately

TIME SCHEDULE: 40 days for pre-shutdown refractory lining (Part A) &
9 days in shutdown (Part B & C).

VALIDITY : One year from the date of work order.

NOTE : 1. Vendor shall mobilize the material & manpower within 48 hrs after intimation from RCF.
2. Vendor must see the job on site before quoting.

CREDENTIAL & ELIGIBILITY CRITERIA FOR THE JOB		Annex-3	
			Details to be filled and proof to be attached .
1	Name & Address of the company		
2	PAN No. (enclose copy of certificate)		
3	VAT No./Sales Tax No. (enclose copy of certificate)		
4	Service Tax Registration No. (enclose copy of certificate)		
5	ESIC NO (enclose copy of certificate). This is Mandatory		
6	PF NO (enclose copy of certificate). This is Mandatory		
7	Bank Solvency Certificate (minimum value Rs 5.50 Lakhs). (enclose copy of certificate)		
8	Average Annual financial turnover during the last three (3) years ending 31 st March of the previous financial year, should be at least Rs. 3.30 Lakhs		Enclose Profit-Loss account and Balance Sheet
		2006-2007	
		2007-2008	
		2008-2009	
	Average Annual financial turnover		
9	Qualifying Criteria : The parties/bidders should have experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:- Enclose details of work order along with work completion from client		
A	Three similar completed works each costing not less than the amount equal to Rs.4.40Lakhs.	1	W/O Value -
		2	W/O Value -
		3	W/O Value -
	Or		
B	Two similar completed works each costing not less than the amount equal to Rs.5.50 Lakhs.	1	W/O Value -
		2	W/O Value -
	Or		
C	One similar completed work each costing not less than the amount equal to Rs.8.8 Lakhs.	1	W/O Value -
	Mere fulfilment of above eligibility criteria will not automatically ensures party's qualification/short-listing for the job and RCF decision on this matter will be final & binding.		
	All the documents shall be duly signed and stamped by the applicant, on each page.		
	Details of experience should include technical description of the work done, copies of work orders, performance certificates from the clients, Name of the client and their contact person, address, telephone, fax etc.		

	CHECKLIST FOR COMMERCIAL TERMS & CONDITIONS	ANNEXURE -4
	Your Technical Offer shall compulsorily and clearly mention the acceptance of item-wise each one of the RCF's Standard Terms & Conditions given below. (Note: - Below mentioned Terms & Conditions shall be in addition to and prevail over any, if already given elsewhere in this Enquiry).	
	Important note: - In case of non-acceptance or deviations on any of these terms & conditions, you have to clearly mention the same separately.	
	Kindly return this page duly filled , signed & stamped along with your offer, as your confirmation towards acceptance of the same.	
1	EARNEST MONEY DEPOSIT (EMD) -Earnest Money Deposit (Rs.13750)in the form of DD, shall be submitted along-with the Technical offer only. Exemption is permitted in case of submission of NSIC certificate (Not SSI Certificate). Non-submission of EMD shall render to rejection of your offer. EMD amount will not carry any interest. EMD of unsuccessful bidders will be returned only after finalization of contract.	Agreed / Not Agreed
2	MODE OF QUOTATION - You shall quote strictly as per mode of quotation given in Scope of work in two bid system	Agreed / Not Agreed
3	VALIDITY OF OFFER - Your Offer shall be valid and firm for at least 120 days from the date of technical bid opening.	Agreed / Not Agreed
4	COMPLETION TIME / PERIOD - Entire job shall be completed within the stipulated time period as mentioned in the scope of work.	Agreed / Not Agreed
5	LIQUIDATED DAMAGES (LD) - In case of delay in completion of the job beyond the stipulated time period mentioned in the scope of work, LD shall be levied @ 1% per day subject to a maximum of 10% of the basic work order value.	Agreed / Not Agreed
6	GUARANTEE: The party will have to give guarantee for workmanship and material supplied for a period of 12 months from the date of satisfactory completion of the job for the new refractory area as per point no.4 of scope of work . In the event of any defects found during the guarantee period shall be repaired / rectified by the party free of cost. Party will have to ensure skin temperature must be below 70 deg C after the completion of job and furnace is taken in line which also forms part of guarantee along-with smooth, homogeneous & effective bonding between the old and new lining joints.	Agreed / Not Agreed
7	SECURITY DEPOSIT (SD) CLAUSE / PERFORMANCE BANK GUARANTEE (PBG) - You shall furnish to RCF, a Bank Guarantee for an amount of 10% of the basic Contract value as SD towards faithful performance of the contract within 15 days of receipt of work order, SD Bank Guarantee should be valid till the completion of total work and its acceptance by RCF or expiry of Work Order validity whichever is later . BG should be on Rs 200/- non-judicial stamp paper in RCF format from RCF approved Bankers. You shall submit PBG for an amount of 10% of the basic Contract value after the successful job completion/ contractual period & same shall be valid till for period of 18 months from the date of job completion . BG shall be in RCF format from RCF approved Bankers. Party will be given the option to convert SD BG in to PBG. If PBG is submitted separately then SD will be released after satisfactory completion of work and acceptance by RCF Note: Offers received with Non acceptance of SECURITY DEPOSIT (SD) CLAUSE / PERFORMANCE BANK GUARANTEE (PBG) clause will not be taken into consideration.	Agreed / Not Agreed

8	<p>PAYMENT TERMS- 100% payment shall be released after successful completion of job, its acceptance by RCF and submission of duly approved invoice for job, provided the Bank Guarantee towards SD/PBG is submitted, as per clause 7 above. Normally, payment will be released in 30 days from the date of submission of certified bills.</p> <p>In case SD/PBG BG is not submitted after award of contract as per clause 7 above then 90% payment will be released after successful completion of job, its acceptance by RCF and submission of duly approved invoice for job .Balance 10% will be retained against SD/PBG and will be released after 18 months from the date of job completion. SD/PBG amount so retained will not carry any interest</p>	Agreed / Not Agreed
9	<p>WORK ORDER VALIDITY- The Work Order shall be valid for a period of one Year. The prices will remain firm during the validity of work order.</p>	Agreed / Not Agreed
10	<p>Any deviation is to be given in separate page marked "Deviations". IF YES - PLEASE GIVE THE PAGE NO OF YOUR OFFER</p>	NO / YES
11	<p>TAXES & DUTIES- Following taxes and duties may be applicable and extra on quoted rates. Please indicate the same. If nothing is mentioned it will be assumed that rates are inclusive of all taxes and duties:</p>	
	i) Service Tax :	____% on ____% of quoted rates
	ii) VAT :	____% on ____% of quoted rates
	iii) ED :	____% on ____% of quoted rates
	iv) Any Other Tax / Duty:	____% on ____% of quoted rates
12	<p>STATUTORY VARIATION CLAUSE: Within contract period is in RCF scope and beyond contract period in party's scope.</p>	Agreed / Not Agreed
<p>For M/s. _____ [Signature & Rubber Seal of the party]</p>		

GENERAL TERMS & CONDITIONS:**1. DEFINITIONS:**

The terms repeatedly used in the enquiry, Work Order and elsewhere during the finalisation of this contract, shall mean as follows: -

Contract/ Work Order shall mean and include any award of work in writing with General Terms & Conditions/ special conditions of tender, enclosures, Annexures and subsequent Amendments thereto.

Contract value shall mean the total amount payable to Contractor towards the jobs actually executed by the Contractor in accordance with the Work Order issued to Contractor by RCF.

Contractor shall mean the Bidder whose bid has been accepted by the Owner and shall include Contractors heirs, legal representative, successors and assigns.

Date of contract shall mean the date of issue of Letter of intent or the date so mentioned in the Work Order.

Owner / RCF shall mean and include the Rashtriya Chemicals & Fertilizers Ltd., having its Registered Office at Priyadarshini, Eastern Express Highway, Mumbai 400 022 their successors, assigns or Legal Representatives.

Guarantee / Warranty Period shall mean the specified period from the date of completion of work as certified by RCF Engineer during which Contractor shall rectify / and remove all the defects pointed out by RCF Engineer, free of cost.

Schedule of Rates shall mean the finalized rates as per the scope of work mentioned in the enquiry and incorporated in the Work Order.

Tenderer / Bidder shall mean the person, firm or Corporation who have submitted a tender / bid against invitation to Bids and shall include their legal representatives, successors and assigns. It shall also include the successful tenderer whose bid has been accepted.

Amendment Order shall mean an Order given by RCF to effect additions, subtractions or alterations in the Work Order.

Work shall mean and include all activities as specified under the Scope of Work.

RCF Engineer In charge shall mean the Engineer of RCF under whose instructions the particular job is being executed or an Engineer superior to him and shall include RCF's representative or consultant/ its representative, appointed by RCF for this purpose.

Battery Limit shall mean boundaries of continuous area within which the Plants and Equipments are located.

Site shall mean that portion in Plant / Stores / Building / Open Yard at RCF Chembur where work is to be done.

Job Order shall mean the written Order issued by the RCF Engineer for a particular job.

“Equipment” means any item of plant and machinery , equipment , accessories or thing supplied by RCF to be erected / installed by Contractor.

You shall ensure that the instructions of Site Engineer / Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representatives indulge in any illegal / unlawful activities or any misconduct, the contract / Work Order may be terminated without any notice, at the risk & cost of the Contractor.

The job shall be done in any of the Plants / Departments at RCF, Trombay Unit, Priyadarshini Building, Administrative Building, R & D Department, Pirpau storage area, anywhere between RCF and Pirpau along the pipe rack etc. and any other place notified as the part of RCF Trombay Unit.

Contractor shall provide and maintain necessary supervisory staff and skilled Workers required in connection with the execution of the contract who are employees of the Contractor.

Contractor shall provide all amenities/ facilities which are to be provided under the respective Contract Labour (R & A) Act 1970 Factories Act, 2948 such as Rest Room, Drinking Water facilities etc.

Contractor should complete the work as assigned during his contract period.

Contractor should regulate the conditions of employment of his employees/ contract labour.

Contractor shall keep adequate no. of strength of employees and Contractors services shall be available as and when required and during the emergency.

All persons employed by the Contractor shall be his own employees for all intents and purposes i.e. Contractor's own strength. Contractors Supervisor should be available to give instructions to the contract Workers and will supervise the entire work. No instructions will be given to Contract Labour by RCF Officials. Wherever word "Employee" is used please use word "Contract Labour" or "Contractor Employee" and be read accordingly.

The Contractor shall observe all the Safety & Security Rules and Regulations of RCF which are in force at present and which may come into force during the pendency of the contract Violation of any Rules & Regulations will entail termination of the contract.

The Contractor shall be solely responsible for the manner and method of executing the work.

You shall abide by all the terms & conditions given in NIT, General Directions & Conditions of Contract and Contractors Labour & Health Regulations, Safety Clauses for contract items and Safety practices to be followed for Electrical Equipments and all other Rules & Regulations as applicable. (All the above booklets are available free of cost with the department issuing the Work Order.)

2. SECURITY DEPOSIT:

The successful bidder called the Contractor shall be issued a Letter of Intent/Work Order. On receipt of the Work Order, the Contractor shall deposit within 15 days a sum equivalent to 10% of the contract value towards Security Deposit for faithful performance of the work or furnish a Bank Guarantee from a Nationalised Bank, in RCF proforma, for equivalent amount and valid for the contract period. The Security Deposit/ Bank Guarantee shall be converted into performance guarantee after completion of the work. This amount/ Bank Guarantee shall be returned to after the expiry of guarantee/warranty period.

In case of annual rate contract and at the request of the Contractor, RCF may consider deduction of Security Deposit at 10% from the Contractor's running bills, if EMD amount is available with RCF.

On submission of Security Deposit, the EMD of the Contractor shall be returned.

No interest shall be payable by RCF on the Security Deposit or EMD.

3. RELEASE OF SECURITY DEPOSIT:

The Security Deposit /final bill shall be released subject to submission of indemnity Bond on Rupees 100/- stamp paper, stating the completion of ESI/ PF as required by RCF as approved by Personnel Deptt.

4A. LAWS PERTAINING TO LABOUR (For site job)

The Contractor shall comply with all Central, State & Municipal Laws and Rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments there under.

No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and legislation, in force from time to time. In case RCF has to pay any charges for non-compliance of any Act, enactments, Laws, Rules & Legislation in force from time to time by the Contractor, the same shall be recovered from the Contractor.

Contractor shall submit all the relevant documents showing compliance of all the relevant Acts, Laws, Rules and legislation's as and when called by RCF.

Irrespective of the no. of Workers employed, you shall ensure the compliance of PF & ESI to all the Workers. If the work entails employing more than 19 contract Workers, the Contractor should obtain a License from Competent Authority as per provisions of Contract Labour (Regulations & Abolition) Act 1970.

You shall comply with all the Central, State & Municipal Laws & Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act 1970 relating to working hours, rest intervals, weekly offs, holidays, overtime as mentioned in Wages Act, applicable including the ESI Act. The payment of Wages Act 1936, Employees Provident Fund Act 1952. The Minimum Wages Act 1940, Factories Act 1949, Workmen's Compensation Act 1923 or any other applicable legislation and the Municipal Bye-Laws or other Statutory Rules & Regulations whatsoever in force, in so far as these are applicable. Any obligations, financial or otherwise, imposed under any statutory enactment, Rules & Regulation there under shall be the sole responsibility of the Contractor.

The Contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract, which he is liable to pay by Rules, Law or Order of Government. The expenses if any, incurred by RCF on the above will be realized from the Contractor from any amount that may be due from RCF to the Contractor. If any accident or injury or death is sustained by any worker, the Contractor should immediately inform RCF of the same in writing giving full particulars about the injured person for preparing the accident report and giving the necessary First Aid. Further medical assistance shall be provided by the Contractor at his own cost.

In case of any accident necessitating medical attendance, the same shall be reported immediately to the Office Incharge for necessary First Aid assistance. Further, medical treatment shall be provided by the Contractor.

The Contractor shall give the address, phone no, Fax no, Pager no., Mobile no. and the name of the contract person of its Local Office in order to give the job order. The Contractor shall attend the job immediately on giving the message at the said address either verbally, telephonically or otherwise.

The Contractor shall ensure that at all times the persons appointed by him to serve in the Company's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.

Contractor shall get his employees medically examined and shall produce on demand the medical certificate.

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 or statute in force, from time to time or any other reason whatsoever.

The Contractor's workmen shall be in neat and clean Uniforms and with proper safety appliances while on duty at all times.

The employees of the Contractor shall be liable to search by the Company's Security Force and shall have to strictly observe the Company's directions relating to cleanliness, wearing of identification badges etc.

No employees of the Contractor shall be allowed to stay on the premises of the Company beyond the authorized working hours.

All staff employed by the Contractor shall be termed as the Contractor's employees for all intents and purposes.

After expiry / termination of the contract, the Contractor shall take out all his employees from RCF Site. RCF shall not take any responsibility regarding employment of Contractor's employees.

You shall register with the Regional Provident Fund Commissioner & ESI Office and obtain Provident Fund No. & ESI No. and deposit the PF & ESI contributions with the Authorities. For every calendar month, the Contractor shall give a complete list of employees and the recovery of PF / ESI from them as also the Employer's contribution. The bills submitted will be certified and passed for payment only after Contractor produces the documents of PF / ESI contribution of Workers duly certified / receipted by the PF / ESI Commissioner and the Workers are paid their monthly Wages.

The Contractor's employees will not be allowed to avail the Canteen facility from RCF Canteen which is meant for RCF Workmen only. The Contractor will ensure to provide canteen facility to his Workmen as per Rules. The Contractor shall also arrange for the housing of his workmen outside RCF premises, at his own cost.

The Contractor shall cover their employees under the Group Personal Accident Insurance Scheme. The Contractor shall cover all his employees under Group Gratuity Scheme.

Contractor shall comply with provisions of interstate Migrant Labour Act & prior approval of the competent authority shall be taken before deployment of Interstate Migrant Labour at RCF Site.

All liabilities or Legal aspects of Contractor's labour lies with the Contractor himself.

4B. SAFETY OF WORKERS: (For Site Job)

Contractor shall take clearance from Safety Officer before start of any job within factory premises and his advise shall be implemented.

Report of every accident minor or major must be immediately submitted to the Chief Safety officer, RCF Chembur by Site Incharge of the Contractor.

Every employee of the Contractor must undergo the safety course conducted by RCF Safety Deptt., as per advise of Chief Safety Officer, RCF, Chembur.

Contractor's workmen must wear safety appliances e.g. Helmet, Gas Masks, Safety Belt etc. while working. 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 Permit is obtained.

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 within 15 days from the date of contract 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.

4C. PAYMENT OF WAGES (For Site Jobs)

You shall pay to your Workers as per the minimum Wages Act and Rules and Regulations there under. Contractor will ensure 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 PF & ESI challans will also give a certification that the Contractor has deposited the payment in respect of PF & ESI contribution in respect of the contract labour engaged at RCF site under reference Work Order. Wages shall be paid by the Contractor to the Workmen directly in the presence of Company's authorized representative as provided in the Contract Labour (Regulation & Abolition) Act 1970 and officials put his initial to witness the payment.

Contractor shall make monthly payment of Wages to contract labour in presence of RCF's authorized representative, on or before 10th of every month, during the normal working hours only.

4D. HOUSE KEEPING : (For Site Job)

Contractor shall clean up the area after completion of his work by removing all unused materials, scaffolding etc. provided by him or RCF. All scrap materials shall be removed to RCF Yard, after weighment and the weighment card shall be submitted to the concerned plant Engineer. Contractor shall remove daily all waste materials and shall not permit debris to accumulate except in area earmarked for this purpose.

4E. SUPERVISION : (For Site Job)

The Contractor will ensure that the instructions of Site Engineer Incharge of the job shall be faithfully and promptly carried out and in case the Contractor, his employees or any of their representative indulge in any illegal / unlawful activities or any misconduct, the contract / work order may be terminated without any notice at the risk and cost of the Contractor.

The Contractor shall maintain continuous supervision by qualified and experienced persons on the job. The Contractor's Site Incharge shall be available at Site all the time so that RCF Engineer Incharge may give him necessary instructions / advice.

The Contractor shall prepare and submit a CPM / Bar Chart on the basis of completion time as specified by Engineer Incharge and clearly indicate completion time of different activities, which will be scrupulously followed.

4F. GATE PASSES: (For Site Job)

The Contractor shall obtain Gate Passes duly signed by Commandant, CISF, RCF, Chembur or his representative for his Supervisors. For other workmen, the Contractor will have to procure Tokens from CISF after depositing Rs.10/- per token or the rate prevailing at that time. This deposit amount will be refunded after satisfactory completion of the contract and after returning all the tokens in a good condition.

4F1. LOSS OF GATE PASSES / TOKENS:

Any loss of the gate passes / tokens shall be reported to the RCF police station immediately. A copy of the report from the police station shall be submitted to CISF. In case the lost passes / tokens are not retrieved within a certain period of time, as per the rules, application shall be made to CISF for the issuance of duplicate / fresh passes / tokens. An amount specified by RCF , as per the prevailing rates, shall be deposited with the accounts section against the issuance of duplicate / fresh passes / tokens. The challan receipt of the deposited amount shall be submitted to CISF, who will issue the necessary passes / tokens.

4G. INCOMING / OUTGOING MATERIALS:

Contractor shall prepare Challans for all incoming materials (either 'Returnable or Non returnable) belonging to him, including tools and tackles, consumable in triplicate and shall get them endorsed at the materials gate of RCF. One copy of all such challans shall be retained by CISF. One copy shall be deposited by the Contractor with respective Plant Engineer to facilitate the return of such materials after completion of the job.

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.

4I. INSPECTION:

The Contractor shall provide free access to RCF Engineers for carrying out the inspection of the job being done at any time and after each stage. However, the inspection by RCF Engineers shall not absolve the Contractor from contractual obligations regarding quality of work, time schedule, performance guarantee etc. under this contract.

All materials supplied and / or used by the Contractor shall be subject to inspection by Engineer Incharge. Any material not meeting specific requirements will be rejected and Contractor shall replace the same immediately with material of specific type and quality.

Contractor's installation procedure shall also be subject to inspection by Engineer Incharge at all times. Any material found to have been damaged or improperly installed shall be removed and reinstalled promptly by the Contractor without any extra cost unless the damage was caused by others.

4J. SCOPE OF SUPPLY:

Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable_welding electrodes, gas, grinding wheel etc. unless specified otherwise in the enquiry or Work Order. RCF shall not supply anything except Equipment for installation in the plant and drawings for executing specific jobs. Contractor shall also make his own arrangement for carrying the materials from RCF main stores / plant stores / Yard / Workshop etc. to the Site.

If Contractor uses any consumable tools and tackles / equipments of RCF with the consent of Engineer Incharge, appropriate amount shall be deducted from Contractor's bills for the same, unless otherwise stated in the Work Order.

RCF shall supply free of cost electricity, water and steam at one point only. Further extension shall be in the Contractor's scope.

Crane, if required, may be supplied by RCF as mentioned in the enquiry scope of work, subject to availability. However, the requirement of Crane for the particular job shall be decided by RCF. All other lifting tools and tackles are to be arranged by the Contractor.

4J1. ISSUE OF MATERIAL BY RCF:

All materials shall be issued at RCF's main stores / plant stores / Yard / Workshop etc. and further handling shall be in the scope of the Contractor.

4K. WORK SCHEDULE:

You shall carry out the work in accordance with the CPM Chart approved by the Plant Incharge and carryout the different activities specified therein within the scheduled time which will be scrupulously followed by Contractor's Supervisor round the clock, if required to complete the job in time.

On receipt of the Work Order, the Contractor shall submit to RCF for approval, a detailed work schedule showing all the activities for completion of the work. The work shall be completed as per this schedule approved by RCF.

4K1. EXTRA WORK:

In case any extra work more than 10% of the works specified in RCF's order arises, the same shall be done after RCF's approval and issue of Amendment to this effect. Payment for any extra work done without prior approval of RCF, may not be released.

4L. RETURN OF RCF'S MATERIAL:

When RCF's material is issued to Contractor for repair work, the balance material and the scrap generated from RCF's materials shall be returned to RCF, after completion of the work.

4M. PERFORMANCE GUARANTEE / WARRANTY:

The Contractor shall give guarantee / warranty for the materials supplied & used and the workmanship for a period of six months from the date of completion of the work as certified by RCF Engineer. The Contractor shall furnish Performance Bank Guarantee for 10% value of the contract and valid for the guarantee period or the Security Deposit will be converted into performance guarantee, as the case may be.

Any defect noticed during the guarantee / warranty period shall be rectified by the Contractor, free of cost.

4N. COMPLETION TIME:

The completion time shall be as specified in the Scope of Work or as specified in each Job order. If required, the Contractor shall work on round the clock basis to complete the job in time.

The Contractor shall keep adequate number of well experienced and trained staff, as and when required.

Contractor should complete the work as assigned during his contract period.

40. LIQUIDATED DAMAGES:

Time is the essence of this contract and upon failure on Contractor's part to complete the work on or before the scheduled date of completion, the Contractor shall be without prejudice to our rights and remedies on account of such failure, liable to pay a sum equivalent to One Percent of the total work Order value per week or part thereof, subject to a maximum of Ten Percent of the total basic value of the work Order.

4P. TERMINATION OF CONTRACT:

RCF at its sole discretion may terminate the contract in part or in full for its convenience by giving 3 days notice. Default on the part of Contractor shall be treated as breach of contract, and in that case RCF reserves the right to terminate the contract forthwith and forfeit Earnest Money Deposit and/ or Security Deposit without prejudice to any other rights under the terms of the Contract. RCF also retains the option of debarring the Contractor from participating in future tenders for any desired period.

RCF shall have the right to terminate the Contract, if the Contractor is unable or fails or neglects to execute the work covered by the Contract. Any loss incurred by RCF in this respect will be to the Contractor's Account. RCF will also have the right to get the job done by a third party in part or in full at the risk & cost of the Contractor.

RCF reserves the right to recover such amount due from the Contractor from the bills payable under this contract or any other contract (s).

4Q. RIGHTS FOR CANCELLATION OF CONTRACT:

RCF Ltd. reserves the right to cancel the contract or any part thereof and shall be entitled to rescind the contract wholly or in part by written letter to the contractor if:

1. The contractor does not adhere to any terms and conditions of contract including general & special terms and conditions. The contractor fails to execute the job in time.
2. The quality of job done is poor.
3. Contractor attempts for any corrupt practices.
4. Contractor becomes bankrupt or goes into liquidation.

4R. NEGOTIATIONS:

RCF Ltd. may not conduct any negotiation for the tender as far as possible. However RCF reserves the right to conduct negotiations if the condition so warrants.

4S. PAYMENT TERMS :

In case of a long term contract, only one bill shall be submitted every month along with relevant documents.

You shall get measurement sheet and job completion certificate from RCF Site Engineer. Bills are to be submitted in triplicate with due endorsement from RCF Site Incharge that the job has been completed satisfactorily. Payment of the bills will be made within 30 days of submission of duly certified bills. Bills for the job completed shall be submitted within 15 days from the completion of job, in which case payment could take longer than 30 days.

Progressive Payment will be made to the Contractor on the basis of the actual quantity of work executed by them.

No claim for interest or any other compensation shall be entertained in respect of Earnest Money or in respect of any money which may be in RCF's hand owing to any dispute between RCF and Contractor or in respect of any delay on the part of RCF in making interim or final payment.

4T. CONTRACT VALUE:

The contract value shall be computed as follows:

The total contract value shall be inclusive of all Taxes, Duties, Transport, Octroi etc. and remain firm without any escalation till the entire work under the Contract is completed.

When the contract is awarded on Unit Rate Basis, value of contract mentioned in the Order shall be indicative and payment shall be released depending upon the actual work executed. However, the Unit Rates shall remain firm without any escalation, for the entire period.

4U. VALIDITY OF THE CONTRACT:

The contract shall be valid for a period of ONE YEAR if not mentioned otherwise. However, the Contract may be extended for another one year at the same rates, terms & conditions, if required, at the sole discretion of RCF.

4V. SUB-CONTRACT:

The Contractor shall not subcontract the job or part of it to any other Agency without the written permission of RCF. In case RCF permits to employ a Sub-Contractor if found competent and in the interest of the work, it shall not imply any limitation of Contractor's liability to fulfill the Work Order.

5. APPLICABILITY OF TERMS & CONDITIONS:

In case of contradiction in the specifications, more stringent of them shall prevail. The decision of RCF Engineer shall be final in this regard and binding on the Contractor.

COMPLIANCE OF THE LABOUR LAWS BY THE CONTRACTORS & PROCEDURE TO BE FOLLOWED BY THE CONTRACTORS FOR THE JOBS TO BE CARRIED OUT INSIDE R.C.F. FACTORY, CHEMBUR.

Following documents are to be submitted to the representative of the personnel department during the scheduled period between 20th and 30th of every month, between 3.00 pm and 5.00pm.

Every Contractor employing 20 or more Workers has to produce the copy of the Labour License and renewal if necessary, regularly.

Muster Roll in Form XVI and Wages Register in Form XVII in respect of the Workers engaged at RCF Site monthly and Wages-cum-Muster Roll in Form XVIII.

The Challan copies of ESI & PF by filling details in the Format available with Personnel Dept. and certification that ESI / PF payment made in respect of RCF Work Order.

Detail of Wages paid, corresponding ESI & PF contribution etc., alongwith the copy of last month Wages Register in support of documents.

Form A-1-cum-Return under the Bombay Labour Welfare Fund Act, 1953.

Copy of Half Yearly Return in Form XXIV, to be submitted not later than 30 days from the closing of half year, i.e. six months starting from 1st January and 1st July, every year.

In addition to the above, you are also directed to ensure the following:-

The Contractor has to ensure the payment of Minimum Wages as notified from time to time and circulated by Personnel Deptt., or the contractual Wages (under Wage Agreement with the Workers Union, whichever is higher).

The Contractor has to display Statutory Notices at Site Office / Work Place including the abstracts of the Contract Labour (R& A) Act 1970 alongwith the copy of Labour License issued, if applicable and also the details showing the Wages payable/wage period, place and time of disbursement of Wages etc.

The Contractor has to issue Employment Card as well as Wages Slip, a day prior to disbursement of Wages to each Contractor Workman who are engaged at RCF Site.

The Contractor has to ensure the signature/thumb impression of the contract Workmen on the Muster-cum-Wages Register and also ensure that the representative of Principal Employer has witnessed the payment and certified at the end of the entries in the Register monthly.

The Contractor has to ensure that 'Short Inspection Report' as per the Proforma available with RCF and to be submitted to the Personnel Dept., on monthly basis without fail.

NOTE:- All the above mentioned forms / formats related to the labour, shall be collected by the contractor from the Personnel dept. of RCF.

You shall abide by all the Regulations & Conditions stated in the Contract Labour Employment License issued by the Labour Office.

You shall furnish following information to Chief Personnel Manager, RCF, within seven days of the receipt of this Work Order and also furnish other relevant information from time to time as desired:-

- a) Nature of job
- b) No. of Workmen engaged – Male/Female and their Names & address.
- c) Total value of contract.
- d) Period of contract / Date of commencement of job.
- e) Rate of Wages / Wages period & Date of payment.
- f) Your first bill be forwarded only when these details are submitted to Personnel Deptt. alongwith the copy of the Work Order.

In case, it is felt that a job is lagging behind the schedule, the contractor have to engage more manpower to complete the job on the scheduled time.

You shall comply with the “Labour Laws and Procedure “ as directed in the Annexure-III. Any changes in the above from time to time shall be followed by you as directed by RCF.

In case of non – compliance of the same, RCF reserves the right to withhold the payments and / or take necessary action as deem fit.

6. Right of Acceptance And Rejection Of Tender:

RCF Ltd reserves the right to accept or reject any/all bids without assigning any reasons.

7. Splitting of Work Order:

RCF Ltd. Shall have the right to place order/award the work to one or more contractors/Vendors

8. Splitting of Quantum of Work:

RCF Ltd. shall have the right to split the quantum of work /purchase and/or combine works/ purchases at its sole discretion.

9. INCOME TAX DEDUCTION :

Income Tax as per the provision of Income Tax Act shall be deducted from the Contractor’s bills and the Certificate of Tax Deducted at Source shall be furnished by RCF.

10. DISPUTES AND ARBITRATION :

Any technical/non technical dispute/difference between the parties shall be amicably settled in consultation with Chief Engineer (MES), Trombay Unit. However, in the event of any question, dispute or difference arising under this contract which can not be settled amicably 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 matter 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 proceedings of Arbitration shall be under the Arbitration and Conciliation Act 1996 and any Notifications there to. The venue of Arbitration shall be MUMBAI. The work under the contract shall continue during arbitration proceedings unless the matter is such that the work cannot be continued until the decision of arbitration is obtained.

11. LAW GOVERNING CONTRACTS:

This contract shall be governed by the laws of the states and of union of India for the time being in force.

12. JURISDICTION OF COURT:

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

13. FORCE MAJEURE:

The Force Majeure conditions are as follows:-

Neither the Contractor nor RCF shall be considered in default in the performance of their obligations as per the contract, so long as such performance is prevented or delayed because of legal strikes, War, Hostilities , Revolution, Civil commotion, Epidemics, accidents, Fire, Cyclone, Flood or because of any Law and Order proclamation, Regulation or Ordinance of Govt. or subdivision thereof or because of any Act of God, provided it shall promptly and in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and the influence on its activities under the contract. The proof of existence of Force Majeure shall be provided by the party claiming it, to the satisfaction of the other.

Should either party be prevented from fulfilling the obligation provided for in the contract by the existence of cause of Force Majeure lasting continuously for a period exceeding two (2) months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.

SPECIAL ATTACHMENT

1. LABOUR LICENCE

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

2. 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.	EMPLOYER'S SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67%		12%	
2 (Admn. Charges)	1.10%			
10 (F.P.)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn. Charges)	1.01%			
Total PF	13.61%		12%	
TOTAL			25.61%	

Receipted copies of the challans should submitted to the Personnel Dept., monthly through MES Department. 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 Employees Pension Scheme as may be applicable and as amended from time to time. The Contractor should submit monthly challans of ESI & PF by filling details in the format available with the Personnel Dept., and Certification that ESI/PF payment made in respect of RCF Work Order.

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

The Contractor must have E.S.I. 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 PF & ESI contributions for his workers as per the above specified rates of the concerned States.

4. 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 6 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code No.

5. SUBMISSION OF DOCUMENTS TO PERSONNEL DEPT., BEFORE EXECUTION OF WORK

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

Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., separately in your name at the time of award of Contract should be forwarded for further compliance to Personnel Dept., in order to show the same to PF & ESI Inspector during their visit.

- B) The Contractor must remit ESI, PF Contributions in respect of Contract workers to be engaged at RCF and submit the proof of challan copy **every month alongwith wage register copy** duly certified by representative of MES Dept., to Personnel Dept.

The Contractor shall also 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 RCF.

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 MES Dep.

6. 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.

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

7. GROUP INSURANCE

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

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

In respect of all labour, directly or indirectly employed in the work for the performance of contract job, the contractor shall at his own expenses arrange for all safety provisions mentioned in the statute. The Contractor

shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or not occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the Company harmless and indemnified.

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

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

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

11. **PAYMENT OF WAGE AND OTHER BENEFITS**

11.1 The Contractor shall pay not less than minimum wages to his workers as notified/revised from time to time 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.

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

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

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

11.4 **WEEKLY OFF**

The workers must be given weekly off as admissible.

11.5 **NATIONAL HOLIDAYS**

Three National Holidays:

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

These must be granted as paid holidays to all workers.

12. **HEALTH, SAFETY AND WELFARE**

The Contractor should ensure 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.

13. **PROHIBITION OF CHILD LABOUR**

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

Person below the age of 18 should not be employed.

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

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

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 submitting by Main Contractor
2)	Affidavit	On 100 Rs. Stamp Paper to be signed by sub-contractor about the Compliance of ESI & PF.
3)	Undertaking	On letter head to be signed by Main Contractor for engaging sub-contractors.

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

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

15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.
- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) *Contractor should complete the work as assigned during his contract period.
- d) ***Contractor should regulate the conditions of employment of his employees/ contract labour.**
- e) Contractor shall keep adequate no. of strength and contractors services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty 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 available to give instructions to the contractor workers and will supervise the entire work.**
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j) Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) *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 PF & ESI challans will also give a certification that the contractor has deposited the payment in respect of ESI & PF contribution in respect of the contract labour engaged at RCF 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 RCF 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 RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. 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.

17. CONTRACTUAL OBLIGATIONS

- 17.1 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 fail to do so, contractor failure will be a breach of the contract and the MES Dept., may in its discretion cancel the contract.
- 17.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 17.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions any violation shall constitute a ground for termination of the contract.
18. **PRESERVATION OF REGISTERS/RECORDS**
The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor and 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.
19. **RELEASE OF SECURITY DEPOSIT**
Final bill Security Deposit shall not be paid till the clearance certificate from the Personnel Dept., is obtained.
20. **CHARACTER VERIFICATION**
The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Company's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.
The Contractor shall require to produce verification certificate of this employee from competent authority at his cost.
21. All staff employed by the contractor shall be the contractor's employee for all intends and purposes.
22. **SUPERVISION AT WORK SITE**
The Contractor shall ensure strict supervision through his proprietary staff for smooth functioning at work site and such employees will have no claim against the Company whatsoever.
The Contractor shall submit credentials for the work done in the past while submitting the offer.
23. **TERMINATION OF CONTRACT**
RCF may terminate the contract any time on giving the Contractor one month's notice in writing. If the Administration Manager finds the quality, efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Administration 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.
24. **PENALTY CLAUSE**
In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT & Work Order in addition to statutory compliance, MES 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.
25. **NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD**
After the acceptance of the Work Order and the Wage Agreement Terms, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.
26. The Contractor's will ensure to provide canteen facility to his workmen as per rules.
27. Company reserve the right to modify /alter or cancel any part/full job without assigning any reason thereof.
28. **UNIFORM**
The Contractor has to provide Uniform, rainy shoes and raincoat to his workmen engaged at RCF site.
Contractor has to ensure that the workers wear their uniform while on job.
29. All the materials, tools, hose pipes, red earth and manual 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 fulfil his obligations in this regards RCF 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.
30. Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor and RCF will not own any responsibility in this regard of whatsoever nature.

Wherever any new party or contractor is negotiated/entertained for giving job, it should be ensured that he meets the above requirements and furthermore to ensure that the provisions is made in the respective NIT/Work Order. This job requirements are also applicable to the contractor who are engaged /will be engaged for specialized services, job such as boiler, rubber lining job, cleaning or belts and elsewhere and their employees are coming to carry out specialize job at our site. But, not applicable, if they are not working at our premises.

31. **REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS**

01. **Under Contract Labour (R&A) Act (For licensed 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.

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

1. Issue Wage Slips to the workers atleast a day prior to the disbursement of Wages.
2. Issue of Employment Card /Identity Card.

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

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

03. **Factories Act:**

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

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

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

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

All the above documents should be forwarded to Personnel Dept., by the Contractor through MES Dept. This must reach to Personnel Dept., before forwarding first bill of contractors for payment so as to comply with the 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 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 to the LIC as calculated by the LIC towards the 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.

PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) 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:-.

Sr. No.	Name ,Address	Qualification/Degree	Contact No.
1	Dr.R.A. Chhoga Meena Medical Centre ,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
2	Dr.Devendra B.Ingale Keshavsut Diagnostic Clinic , 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.	Dr.Prakash Panchal Jagatguru OHC Centre 2 ,United Western Apartment, V.S.Road,NearSiddhi Vinayak Temple,Prabhadevi, Mumbai-400025	Certifying Surgeon,Governmentof Maharashtra(DISH)Mumbai& Suburban.	24361861 (M) 9870341805 Timings: <u>Mondayto Saturday</u> 9.30 A.M to 1.30 P.M. 6.30 P.M. to 9.00 p.m.
4.	Dr.Abhay Narayankar Prism Diagnostic Centre & Polyclinic 105,1 st Floor,Mohamadi House,Near Anjuman Highschool, Kurla(W), Mumbai-400070	M.B.B.S., A.F.I.H.	26524374 (M)9869300956
5.	Dr.Milind Sardesai , Shanti Niketan,Ground Floor,8 th Road ,Near Ahobila Math, Near Diamond Garden, Chembur,Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants) <u>Saturday</u> & <u>Sunday</u> 10 AM to 1 PM 4 PM to 8 PM	Contact: Dr.Vasant Sardesai - ForAppointments (M)9833128952
6.	Dr. D.G. Pandit Gurukrupa Hospital & Polyclinic OHC, Govardhan Dham,Khopat, Thane (W)- 400 601	Certifying Surgeon	25346446/25404263 Dr.D.G. Pandit (M)9821121261 Dr.KiranPandit (M)9821090696
7.	Dr. Pradeep V. Mahajan R-831, T.T.C. , Thane Belapur Road Navi Mumbai	Certifying Surgeon	27691981/27691679 (M)9867220015

(FORMAT FOR SOLVENCY CERTIFICATE)

REF NO:

DATE:

To,

M/s Rashtriya Chemicals & Fertilizers Ltd.
Chembur, Mumbai 400 074,
India.

This is to certify that to the best of our knowledge and information, _____(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs._____. (Amount in words).

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

(On Rs.200/- non-judicial stamp paper)

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND

(To be executed by any bank, as per attached list, on a Rs 200 non-judicial latest stamp paper under bank's covering letter mentioning address of the bank. The BG shall be sent directly from your banker to Dy.FM, RCF Ltd. Capital Purchase Account, First Floor, Administrative Building, Chembur, Mumbai-400074)

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

1. We _____ the Bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from RCF stating that the Supplier / Contractor has committed breach of the term(s) and/or condition(s) contained in the Order and/or failed to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the Bank by RCF shall be conclusive as to the breach of the term(s) and/or condition(s) of the Order and the amount due and payable by the Bank under this guarantee, notwithstanding any dispute or disputes raised by the said Supplier / Contractor regarding the validity of such breach and we agree to pay the amount so demanded by RCF forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We, _____ the Bank further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of RCF under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till RCF certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier / Contractor and accordingly discharge the guarantee.
3. We _____ the Bank, undertake to pay to RCF any money so demanded notwithstanding any dispute or disputes raised by the said Supplier / Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said Supplier / Contractor shall have no claim against us for making such payment.
4. We _____ the Bank further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier / Contractor from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the RCF against the said Supplier / Contractor and to forbear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier / Contractor or for any forbearance, act or omission on the part of RCF or any indulgence by RCF to the Supplier / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to _____ (date of expiry). Unless a demand or claim under this guarantee is made on us in writing on or before the date of expiry viz. _____, we shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor**.
7. The **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals & fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA. _____.
8. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

Signed on the _____ day of _____

For and on behalf of the Bank

Signature

Witness:
Name(s) & Address

Name(s) & Designation(s)
Name & Address
Tel –
Fax –
E-mail -

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

A)- STATE BANK OF INDIA AND IT'S ASSOCIATE BANKS:

1. State Bank of India,
2. State Bank of Bikanar & Jaipur,
3. State Bank of Hyderabad,
4. State Bank of Indore,
5. State Bank of Mysore,
6. State Bank of Patiala,
7. State Bank of Saurashtra,
8. State Bank of Travancore.

B)- NATIONALISED BANKS:

1. Allahabad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

C)- OTHER BANKS:

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,

D) - FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank
14. Standard Chartered Bank,

E)- PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,
2. Housing Development Finance Corporation Ltd., (HDFC)
3. ICICI Bank Limited,
4. IDBI Bank Limited,