SUPPLY, INSTALLATION AND COMMISSIONING OF 7 KLD CAPACITY
MBBR TECHNOLOGY BASED SKID MOUNTED SEWAGE TREATMENT PLANT (STP) FOR RCF KURUL COLONY HOSPITAL IN ALIBAG, RAIGAD DISTRICT.

DESIGN DATA

Flow: 7 M³ / Day

Operating Hours: 20 Hours / Day

UNTREATED SEWAGE EFFLUENT CHARACTERISTICS

pH: 6.0 - 8.5

COD: 500 - 600 PPM

BOD: 250-300 PPM

SS: 350-400 PPM

Oil & Grease: 10 -20 ppm

TREATED SEWAGE EFFLUENT CHARACTERISTICS

pH: 6.5 - 9.0

COD: < 100 ppm

BOD: < 30 ppm

SS: < 100 ppm

Oil & Grease: < 10 ppm

PROCESS DESCRIPTION:

Technology: MBBR technology:

The untreated Sewage water received from various streams shall be passed through Oil & Grease cum Bar Screen which helps to remove the Oil from the sewage. In next process untreated Sewage water stream shall be collected in Collection Cum Equalization Tank.

From Collection cum Equalization Tank the sewage shall be pumped in to -MBBR tank where the biodegradation of biologically degradable organic matter takes place by developing biomass on surface of MBBR media. Air Blowers shall be provided to fulfill the air requirement in Aeration tank to maintain the sufficient amount of Dissolved Oxygen in sewage water. The fine bubble diffusers shall be provided for the diffused aeration to get the high Oxygen Transfer Efficiency in Aeration Tank.

The aerated sewage shall be conveyed by gravity in to Secondary tube Settler Tank where the solid Liquid separation takes place. The settled sludge from settling tank shall be recycled in Aeration tank to maintain the MLSS in aeration Tank. The excess sludge from the bottom of settling tank shall be drained out or recycle to inlet tank.

The supernatant from the Tube settler is collected in supernatant tank. From supernatant tank it is passed through Pressure Sand Filter for removal of turbidity and colloidal suspended solids & then Activated Carbon Filter to remove foul smell and colour.

The treated output shall be dosed with hypochlorite and final treated water is used for irrigation, gardening, etc. The sludge from Tube settler can be used as manure after sun drying.

Scope of work and supply

1.	O&G Trap cum Screen Chamber	
	Quantity	1 no.
	MOC	RCC-Underground (Client Scope)

2.	Collection Cum Equalization Tank	
	Quantity	1 no.
	MOC	RCC-Underground (Client Scope)

3.	Aeration / MBBR Tank:	
	Quantity	1 no.
	MOC	MSEP (MS plate of min. 5mm thickness
		with 3 Layer Epoxy Painted)

4.	Tube Settler Tank	
	Quantity	1 no.
	MOC	MSEP (MS plate of min. 5mm thickness
		with 3 Layer Epoxy Painted)

5.	Filter Feed Tank	r Feed Tank	
	Quantity	1 No.	
	MOC	HDPE	
	Size / Capacity	500 lit	

6.	Treated water tank	
	Quantity	1 No.
	MOC	HDPE
	Size / Capacity	2000 lit

A- Mechanical Work

1.	Sewage Transfer Pump	
	Quantity	2 Nos. (1Working+1Standby)
	Туре	Non clog type Horizontal Centrifugal
		pump.
	MOC	CI
	Size / Capacity	Vendor to be decided
	Pump Make	Vendor to be decided
	Motor Make	Crompton, Siemens, Bharat Bijalee,
	(Energy Efficiency IE-3)	Kirloskar

2.	Air Blowers	
	Quantity	2 No's (1 Working + 1 Standby)
	Size / Capacity	Vendor to be decided
	Pressure	Vendor to be decided
	Blower Make	Everest
	Туре	Twin Lobe / Ring Blower
	Motors for Air Blower	2 Nos.
	Motor Make	Crompton, Siemens, Bharat Bijalee,
	(Energy Efficiency IE-3)	Kirloskar

3.	Air Grids for Equalization tank	
	Quantity	1 Lot
	MOC	UPVC Pipe Air Grids
		(Perforated pipes fitted at the tank bottom
		through which air will be supplied to
		Equalization Tank)
	Туре	Header & Lateral.

4.	4. Air Diffusers to be installed in Aeration tank	
	Quantity	Lot as per the requirement.
	MOC	EPDM disc type
	Туре	Retrival type
	Make	Stream Energy/OTT/Pharmatech /
		Equivalent

5.	5. Tube Media to be installed in tube settler	
	Quantity	In Lot as per the requirement.
	MOC	PVC
	Dimension	50 x 50 mm Square Tube inclined at 60
		Deg.
	Make	Cooldeck / Pharmatech / Equivalent

6.	MBBR Media to be used in Aeration tank	
	Quantity	Lot as per the requirement.
	MOC	Poly propylene
	Specifications	400 m ² /m ³
	Make	Aqua Tech/Equivalent

7.	Sludge Recycle Pump	
	Quantity	1 Nos. (1 Working)
	Туре	Non Clog Type Horizontal Centrifugal
		pump.
	MOC	CI
	Size / Capacity	Vendor to be decided
	Pump Make	Vendor to be decided
	Motor Make	Crompton, Siemens, Bharat Bijalee,
	(Energy Efficiency IE-3)	Kirloskar

8.	Filter Feed Pump	
	Quantity	2 Nos. (1 Working + 1 Standby)
	Туре	Horizontal centrifugal pump
	MOC	CI
	Size / Capacity	Vendor to be decided
	Motor Make	Crompton, Siemens, Bharat Bijalee,
	(Energy Efficiency IE-3)	Kirloskar
	Pump Make	Vendors scope

9.	Hypo Dosing Pump	
	Quantity	2 Nos. (1 Working + 1 Standby)
	MOC	PP
	Size / Capacity	6 LPH
	Make	Edose / Equivalent

10.	Hypo Dosing Tank	
	Quantity	1 No.
	MOC	HDPE / LDPE
	Size / Capacity	50 ltrs
	Make	National / Sintex / Paras / Equivalent.

11.	Pressure Sand Filter	
	Quantity	1 No.
	MOC	FRP
	Size / Capacity	240 mm Diameter X 1370 mm Height.
	Media	Graded Sand
	Media quantity	01 Lot
	Accessories	Multiport Valve, Pressure Guage, etc.
	Operating Pressure	Vendor to be decided
	Testing Pressure	Vendor to be decided

12.	2. Activated Carbon Filter	
	Quantity	1 No.
	MOC	FRP
	Size / Capacity	240 mm Diameter X 1370 mm Height.
	Media	Activated Carbon
	Media quantity	01 Lot
	Accessories	Multiport Valve, Pressure Guage, etc.
	Operating Pressure	Vendor to be decided
	Testing Pressure	Vendor to be decided

13.	Sludge Drying Bed	
	Quantity	1 No.
	MOC	Brick
	Size / Capacity	Vendor to be decided (Client Scope)

14.	Treated water outlet Pump	
	Quantity	2 Nos. (1 Working + 1 Standby)
	Туре	Horizontal centrifugal pump
	MOC	CI
	Size / Capacity	1.5 M ³ /Hour x 25 Meter head
	Motor Make	Crompton, Siemens, Bharat Bijalee,
	(Energy Efficiency IE-3)	Kirloskar
	Pump Make	Vendor to be decided

B. Pipes & Valves

1.	Pipes	
	Quantity	1 Lot.
	MOC	uPVC
	Size / Capacity	As per design
	Make	ISI Mark standard suppliers.

2.	Valves	
	Quantity	1 Lot.
	MOC	uPVC
	Size / Capacity	As per design
	Operation	Manual.

C. Instrumentation

1.	Flow meters	
	Quantity	1 Lot.
	Туре	Electro magnetic
	Make	Aster/ ABB/ Forbes Marshall

2.	Level switch	
	Quantity	1 Lot.
	Туре	Float Type
	Make	ABB/ Siemens / Equivalent

3.	Pressure gauge		
	Quantity 1 Lot.		
	Туре	Absolute pressure	
	Make	Mass / General	

4.	Control cables			
	Quantity	1 Lot.		
	Туре	Armored Cables		
	Make	Polycab / Ultracab		

^{*} Pump logic to be provided for all necessary pump & blower protection.

D. Electrical work

1.	Motor Control Center				
	Quantity	1 no.			
	Туре	MCC shall have two incomers, One Bus coupler and			
		outgoing feeders for all equiments. MCC shall have			
		LOTO provision.			
	All switches/contactors	SIEMENS make			

2.	. Cable			
	Quantity	1 Lot.		
	Туре	Armored Copper suitable.		

3.	Earthing		
	Quantity	1 Lot.	
	Туре	Copper strip	
	Earth Pit	1 no near STP	

A. SCOPE OF WORK /SUPPLY:

- 1) Process design including sizing of civil units, equipment sizing, preparation of detail P&I, hydraulic flow and layout.
- 2) Design and detail engineering of civil, mechanical, electrical and piping and valves, including all GA/ fabrication and execution drawings.
- 3) Supply, erection, testing and commissioning of all static & dynamic Mechanical equipment, Pipes & Valves, Instrumentation, & Electrical equipment at site.
- 4) Trial runs and performance guarantee tests on completion of commissioning of STP. Successful bidder shall provide training to operating person at site without any extra charge.
- 5) All Civil works is in the RCF scope. Sludge line from sludge recirculation pump discharge up to sludge drying bed is in the bidder scope.
- 6) Sewage collection Pit of sewage water before Screen Chamber shall be in scope of bidder. Required pump and necessary arrangement for transfer of sewage water from sewage collection pit to screen chamber shall be in scope of successful bidder. Provision of treated water transfer pump at outlet shall be in scope of bidder.
- 7) Design and detail engineering of civil, mechanical, electrical and piping and valves, including all GA/ fabrication and execution drawings for Sludge Drying Bed. Construction of sludge drying bed including sludge pipe, butterfly valves, precast covers, centrate pipe, stoneware pipes, radiused tee, benching, RCC work, wooden logs, sand, gravels, etc. with all required arrangements and fittings for treatment of sludge is in bidder's scope.
- **8) POWER SUPPLY** RCF shall provide two sources of incoming supply (3 Phase, 4 Wire, 440 V, 50 Hz) up to the electrical distribution/MCC panel provided by bidder, however bidder shall intimate the STP plant electrical load with incoming power supply cable capacity. From Electrical distribution/MCC panel, all further distribution of Electrical Power supply shall be in the bidder's scope. Power supply, if required at any other voltage level, shall be derived by the bidder from above mentioned power supplies only.
- 10) All Electrical power/control cables shall be having armored XLPE, FRLS insulation and reputed make only (i.e. Polycab / Havels / Anchor)
- 11) Supply of suitable motors for all the motor driven equipment shall be in bidder's scope. All motors shall be energy efficients (IE3) duty. (Make Crompton, Siemens, Bharat Bijalee)
- **12) EARTHING PIT** 2 Nos. Industrial Earthings (GI) are required. GI strips of suitable size shall be used for individual equipment earthing.
- 13) Soil bearing capacity of approx. 20 MT/M² for design consideration of foundation / raft with inclusion of necessary soling and PCC work for strengthening of soil strata.
- 14) Successful bidder shall provide all chemicals and consumables at free of cost excluding Power and sewage effluent during performance test run at RCF Kurul colony hospital site and thereafter three

months of operational chemicals and consumables without any additional charges. All consumable required for STP Plant startup is in bidder scope at no extra cost.

B. Exclusions:

- 1) Incoming cable up to electric panel of plant.
- 2) Electricity shall be provided by Township Electric Department.
- 3) Water shall be provided by RCF Township Civil Department at one convenient point for their work site chosen by RCF's Engineer-In-Charge from where any further extension required will have to be done by bidder. The point of supply and the quantity of water supplied shall be entirely at the discretion of the RCF's Engineer-In- Charge. It may be clearly understood that the successful tenderer shall not be entitled to any payment of compensation on account of any interruption or breakdown in water supply.
- 4) All civil field execution work related to installation of STP in RCF kurul colony hospital. All civil related design and detailed documents shall be supplied with offer in bidding stage.

C. PRICE BID:-

The price for the Sewage Treatment Plant for 7 M³/day of 20 hours operations with automation for Design, Supply, Erection Testing & Commissioning.

D. Completion Period:

Within 08 weeks (in all respect as per scope mentioned) from the date of issue of Purchase Order (PO).

E. VALIDITY:

Work order validity shall be Six months from the date of PO placement.

F. WARRANTY:

Equipment to be supplied by Bidder are under Defect liability period for a period of **twelve months** from the date of Successful performance of Skid mounted STP.

HR compliance Terms & Conditions

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 mention the location and the maximum no.of contract labours to be employed/engaged before actual execution of work and copy be forwarded to HR 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. Contractor shall abide the provisions made under The Contract Labour (R & A) Act, 1970.

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

The Contractor must have his own independent Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover all eligible labours under the said Act under his Code No. and shall deposit regularly before 15th day of Month P.F. Contribution of both shares (Employers/ Employees) @ 12% each of wage disbursed alongwith the necessary Administrative Charges. Receipt copies of the challans along with ECR statement should be submitted by contractor to HR Dept. before 25th of every month through Executive Dept. as per check list provided by HR Deptt.

EMPLOYEES STATE INSURANCE CODE NO. & COMPLIANCE OF PROVISIONS OF E.S.I.ACT (As applicable)

The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act drawing wages up to Rs. 21,000/- p.m., under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @3.25% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to HR Dept.

The contractor should also submit the six monthly return and also should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/ Dispensary. If any contract worker earns Gross monthly wages more than Rs. 21,000/-. the provisions of The Employees Compensation Act,1923 will be made applicable to them. Contractor has to ensure the compliance of the same.

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The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, EMD, Security Deposit etc.

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

The Contractor must obtain independent Registration No., under the Bombay Labour Welfare Fund Act ,1953 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 Number. Also contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit P.Tax every month to Government treasury in time and also submit returns in time as applicable.

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

"Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person/ contract labour shall be employed without the valid certificate of fitness". The Contractor will get the Pre-Employment Medical Examination of his workers, done from the Doctor/Agency whose addresses are available with the contract awarding Authority (Execution Dept.).

SUBMISSION OF DOCUMENTS TO HR DEPT.

A) BEFORE EXECUTION OF WORK

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 (submission of Form-VII) before execution of work, so as to Register the name of the Contractor before Registering Officer of the Central Govt., for allowing us to fulfill the requirement of Contract Labour (R&A) Act, 1970 and permit Contractor to employ Contract Labours through Contractors. In addition, if the Contractor is going to engage 20 or more workers, necessary Labour Licence under Contract Labour Act is to be obtained by the Contractor before executing the work and copy is forwarded to HR Dept.

Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., separately in our name at the time of award of Contract including work order copy may be forwarded for further compliance to HR Dept., in order to show the same to PF & ESI Officers during their visit/Inspection.



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

- Work Order Copy.
- ESI & PF Allotment letter.
- Contactor shall submit Application to Principal Employer for issuing them Form –III for obtaining Labour Licence. Accordingly, Principal Employer will issue Form No. III to contractor for obtaining Labour Licence (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 detailed information of Sub-contractors.
- Exact period of Contract as well as Contract value.
- Rate of Wages and the date of payment.
- All running bills including Final bill of the contractor along-with required labour compliance documents shall be routed through HR Dept. to ascertain that the contractor has complied the statutory requirement and same can be forwarded onwards to Authorities by HR Deptt. towards ensuring the compliance on part of Principal Employer.

B) REGULAR DOCUMENTS SUBMISSION & MAINTENANCE OF RECORDS:

The Contractor must remit ESI, PF,PT, MLW Contributions in respect of Contract workers to be engaged at RCF site and submit the proof of Challan & ECR copy every month along with Wages & Attendance register copy & Wage payment Bank Statements duly certified by representatives of Execution Dept. to HR Dept.

Monthly bills of Contractors should be reimbursed only when monthly NOC is issued by HR Dept. to the Contractor through Execution Dept., after examination that the ESI, PF & Wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.

The Contractor shall also remit Six Monthly Labour Welfare Fund Contribution and the return under the Maharashtra Labour Welfare Fund Act, 1953 due in June (to be deposited on or before 15 July) and December (to be deposited on or before 15 January) every year to avoid penalty and penal action against RCF.

It may be ensured that the Contractor shall submit all the relevant monthly documents showing compliance of all the relevant Acts, Laws, Rules and Legislations to HR Dept., through Execution Dept., whenever there are complaints/ non-compliance noticed:

C) SUBMISSION OF DOCUMENTS AT THE TIME OF FINAL BILL/ RELEASE OF SECURITY DEPOSIT:

Execution Dept., while submitting the Final Bill/Security Deposit, must obtain clearance from HR Dept., only to ascertain that there are no complaints pending or Govt., investigation / Govt. Authority and non-compliance at the particular moment, in respect of all Annual Contracts. It should be supported with NOC of workers so as to indemnify RCF from any liability in future.

All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept with Contractor, for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.

In short, the following is to be ensured as a regular Compliance by the Execution Dept., as the onus lies on Execution Dept., to make the compliance.

- 01. Issuance of Wage Slip one day prior to Disbursement of Wage or credit of salary to the Bank Account.
- Online submission of ESI, PF, MLWF,PT Contribution and compliance.
- Payment of Minimum Wage and Certification on Wage Register every month.
- 04. Issue of Employment Card, Attendance Card to Contract Workers.
- 05. Pehchan Card to every coverable employee under ESI Act.
- O6. The contractor shall pay wages to his workmen through E-Payment Mode. No wages payment shall be made in cash or through any other mode.

In event non-compliance, penalty on invoice amount for the respective period /bill raised by contractor, may be charged by Execution Dept. as per their NIT / Work Order terms.

The above must be incorporated in the NIT/ Work Order and then only concurrence of NIT/Work order will be done by HR.

07. Contractor shall abide / comply the following:-

 During continuance of the Contract, the Contractor and his subcontractors, 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

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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 pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits
- 3. 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:
- Contract Labour (R&A) Act, 1970
- Employees State Insurance Act, 1948
- Employees Provident Fund & Misc. Provisions Act, 1952
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Maternity Benefit Act, 1961
- Employees Compensation Act, 1923
- Factories Act, 1948
- Payment of Bonus Act, 1965
- The Maharashtra Labour Welfare Fund Act, 1953
- Payment of Gratuity Act, 1972, etc.
- Professional Tax Act.

08. 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 statue. The Contractor shall ensure that he/she, his/her sub-contractor and his/her, 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

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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.

09. 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 One Rupee Revenue Stamp on the Muster-cum-Wage Register and also ensure that the representative of Principal Employer has 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 as applicable 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. Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual. The statutory rise shall consist of rise in PF & ESI contribution. Further, which also consist of revision of minimum wages (Basic Wage) and enhancement of limit of Bonus. However, it does not include, the payment of variable DA and Special Allowance.
- 11.2 The Contractor shall ensure payment of wages to all workmen, employed by him/her in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed thereunder, the Minimum Wages Act and any other applicable law including.

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

15th August

2nd October

These must be granted as paid holidays to all workers.

12. HEALTH, SAFETY AND WELFARE

The Contractor should 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 Doctors.

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.

It is the duty of the main contractor to forward one copy to HR Dept., about the permission of sub-contractor alongwith Undertaking, Indemnity Bond, Affidavit & monthly all such documents of ESI & PF and a copy of Labour Licence in respect of sub-contractor(s).

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The following three Proforma with relevant details are submitted to HR Dept.

1)	Indemnity Bond	On 200 Rs. Stamp paper for issuing Form III 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 forwarded to HR Dept.

15. GENERAL TERMS

- a) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- b) 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.
- c) 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.
- d) Contractor should complete the work as assigned during his contract period.
- contractor should regulate the conditions of employment of his employees/ contract labour.
- f) Contractor shall keep adequate no.of strength and contractors' services shall be available as and when required during the emergency.
- g) Contract labour shall be in neat and clean uniform and with proper safety appliances (PPE`s) while on duty. Contract labour shall be liable to search by the securities at Company gate and shall have to strictly observe the directives regarding security and other allied subjects.

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- h) All persons employed by the contractor shall be his own employees for all intends and purposes. Contractor Supervisors should be available to give instructions to the contractor workers and will supervise the entire work.
- 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.
- 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) The contractor shall be solely responsible for the manner and method of executing the work.
- All liabilities on legal aspects of contractors labour lies with the contractor himself / herself.
- m) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Violation of any rules/regulations will entail termination of the contract.
- n) The Contractor shall indemnify and keep RCF indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. CONTRACTUAL OBLIGATIONS

- 16.1 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 HR Department to ensure strict compliance at proper time. If contractor fails to do so, contractor failure will be a breach of the contract and the Execution Dept., may in its discretion cancel the contract.
- 16.2 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.

16.3 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.

17. 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. One set of photocopies of the same duly certified by Execution Dept. at the time of obtaining clearance for release of monthly bill/final bill/security deposit will be preserved in HR Dept. to avoid any further problem with regard to past liability of the said contractor for the said period. In any case, the Contractor/Execution Dept. must preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans etc. as referred in clause 6(C) in this Standard Terms and Condition for the retention period as per the policy to show as and when required to Investigation Agency.

18. RELEASE OF SECURITY DEPOSIT

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

19. 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.

20. SUPERVISION AT WORK SITE

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

21. TERMINATION OF CONTRACT

RCF may terminate the contract any time on giving the Contractor a notice in writing as per terms of contract. If the Execution Dept., finds the quality,

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efficiency and efficacy of the work performed by the Contractor is unsatisfactory, of which the Execution Dept., 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.

22. PENALTY CLAUSE

In case of non-fulfillment of Contractual terms and conditions as stipulated in NIT / Work Order 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.

23. NO ALTERATION/ ESCALATION IN BETWEEN THE CONTRACT PERIOD

After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no claim further to any extra payment of whatsoever for the compliance of the terms stipulated herein.

- The Contractor will ensure to provide canteen facility to his workmen as per rules.
- Company reserves the right to modify /alter or cancel any part/full job order without assigning any reason thereof.
- 26. 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.
- Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, RCF will not own any responsibility in this regard of whatsoever nature.

28. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

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

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

- i) Muster Roll) OR Muster-Cum-Wage Register
- ii) Register of Wages
- lissue Wage Slips to the workers atleast a day prior to the disbursement of Wages.
- iv) Issue of Employment Card /Identity Card.

02. Under Minimum Wages Act

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

03. Factories Act:

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

Providing of Personal Protective equipments (PPE`s)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

04. Employees state insurance Act 1948

- (a) Accident Registers
- (b) Inspection Book

29. Present Minimum Wages:

The minimum wages are declared by state & Central Government time to time. Contractor to check the minimum wages at the time of job in RCF premises for submission of the HR compliance documents. The present minimum wages followed at RCF Thal are as follows:

Sub: Payment of Revised Minimum Wages w.e.f. 01/01/2024 declared by State Govt.

This is to inform that the Competent Authority has revised Minimum Wages as under:(Minimum Wages - Applicable only for Non-Wage Agreement Covered Contract Workers)

Scheduled Employment – (Construction & maintenance of Roads, Building work for Zone -3)
 (For Civil, Mechanical, Electrical, Railway Track Maintenance & Any other maintenance jobs)

	Basic Rate of Wages (State Govt.)		DA / Spl. Allows. w.e.f. 01/01/2024		Minimum Wages w.e.f. 01/01/2024	
Category	Per Month	Per Day	Per Month	Per Day	Per Month (26 Days)	Per Day
Unskilled	Rs. 17,530/-	Rs. 674.23/-	Rs. 1,517/-	Rs. 58.35/-	Rs. 19,047/-	Rs. 732.58/-
Semi-Skilled	Rs. 18,610/-	Rs. 715.77/-	Rs. 1,517/-	Rs. 58.35/-	Rs. 20,127/-	Rs. 774.12/-
Skilled	Rs. 20,125/-	Rs. 774.04/-	Rs. 1,517/-	Rs. 58.35/-	Rs. 21,642/-	Rs. 832.38/-

Note:-

- 1. Minimum wages for Horticulture, Canteen, Gardening, Watch & Ward, Conservancy, Care Taking jobs etc. covered under Sweeping and Cleaning (Central Govt.) will be informed after declared by appropriate Govt. i.e. Central Govt. (same is revised respectively w.e.f. 1st April & 1st October every year)
- 2. All Execution Department are requested to implement the above Minimum Wages to existing Contract Workers and incorporate the applicable Minimum Wages Circular issued by Thal HR Dept. on time to time in the NIT (Notice Inviting Tender).

Sub: Payment of Minimum Wages (Central)

This is to inform that the Competent Authority has revised Minimum Wages w.e.f. 01/10/2023 as under:

- 1. Minimum Wages (For Contract Workers Not Covered under Wage Agreements)
 - Sweeping and Cleaning (Central Govt.):
 (For Horticulture, Canteen, Gardening, Watch & Ward, Conservancy, Care Taking jobs etc.)

Basic Rate of Wages (Central Govt.) Per Day	DA / Spi. Allows. (Central Govt.) Per Day w.e.f. 01.10.2023	Minimum Wages (Central Govt.) Per Day w.e.f. 01.10.2023	Minimum Wages (Central Govt.) Per Month (26 Days) w.e.f. 01.10.2023
Rs. 350.00	Rs. 154.00	Rs. 504.00	Rs. 13,104.00

This is for information and immediate implementation.

GENERAL TERMS & CONDITIONS (GTC)

NOTE:

- 1) Deviation sought by the bidder, whether commercial or technical deviations must be submitted along with the technical bid as separate sheet marked "DEVIATIONS". In absence of which it shall be presumed that all terms and conditions of the subject tender enquiry are acceptable to bidder. Any wilful attempt by the bidder to camouflage the deviations by giving them in the covering letter or in any other documents of the technical bid may render the bid itself non-responsive. Any deviations mentioned in the text of the tender elsewhere shall be ignored.
- 2) In case of contradiction with this GTC and GTC on GeM (in case of tenders on GeM portal), then the GTC on GeM portal shall prevail for such contradicted portion of the tenders.

1.0 DEFINITIONS: The terms repeatedly used shall mean as follows:

- 1.1 'Contract/work order' shall mean and include any award of work in writing with general terms and conditions/special conditions of tender, enclosures, Annexures and subsequent amendments thereto.
- 1.2 'Contract Value' shall mean the total amount payable to contractor towards the jobs actually executed by the contractor in accordance with the order issued to contractor by RCF.
- 1.3 'Contractor' shall mean the bidder whose bid has been accepted by the owner and shall include contractor's heirs, legal representative, successors and assigns.
- 1.4 'Date of contract' shall mean the date of issue of letter of intent or the date so mentioned in the work order.
- 1.5 'Owner/RCF' shall mean and include the Rashtriya Chemicals and Fertilizers Limited having its Registered Office at Priyadarshini, Eastern Express Highway, Bombay-400 022, their successors, assigns or legal representative.
- 1.6 '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.
- 1.7 'Schedule of Rates' shall mean the bid rates of the contractor in respect of which the bid has been accepted.
- 1.8 'Tenderer/Bidder' shall mean the person, firm or corporation who have submitted a tender/bid against invitation to bids and shall include their legal representative, successors, and assigns. It shall also include the successful tenderer whose bid has been accepted.
- 1.9 'Amendment order' shall mean an order given by RCF to effect additions, substitutions or alterations in the work order.
- 1.10 'Work' shall mean and include all activities as specified under the scope of work.
- 1.11 The 'RCF Engineer" means the engineer of RCF who is duly nominated by management for giving instructions only to the contractor for fulfilment of terms and conditions of the contract.
- 1.12 'Battery Limit' shall mean boundaries of continuous area within which the plants and equipments are located.
- 1.13 Site shall mean that portion in plant / stores / building /open yard at RCF Thal, where work is to be done.
- 1.14 'Job order' shall mean the written order issued by the RCF Engineer for a particular job.

2.0 SECURITY DEPOSIT: Aa mentioned in the GeM bid

- 3.0 LETTERS OF INTENT/CONTRACTS /AGREEMENTS
- 4.0 LAWS PERTAINING TO LABOUR (also refer above laws in HR compliance):

- 4.1 This contract shall be governed by the various labour laws for the time being in force. The contractor shall comply with all Central, State and 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 and Legislation in force from time to time, by the contractor, the same shall recovered from the contractor.
- 4.2 Contractor shall submit all the relevant documents showing compliance of all the relevant Acts, Laws, Rules and legislations as when called by RCF.
- 4.3 If the work entails employing more than 19 (Nineteen) contract workers, the contractor should obtain a licence from competent authority as per provisions of The Contract labour (Regulations and Abolition) Act, 1970.
- 4.4 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 rule, 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.
 - The contractor shall cover the workmen deployed at RCF Thal site under Group Personal Accident Insurance' and no expenses on this account shall be borne by RCF.
- 4.5 The Contractor shall give the address, phone no and the name of the contact 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.
- 4.6 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.
- 4.7 Contractor shall comply with the provisions of the Minimum Wages Act, 1948 and ensure payment of minimum wages, as declared by appropriate Govt. from time to time, to the labours engaged by him.
- 4.8 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.
- 4.9 The contractor's workmen shall be in neat and clean uniforms and with proper safety appliances while on duty at all times.
- 4.10 The employees of the contractor shall be liable to be searched by the Company's Security Force and shall have to strictly observe the Company's directions relating to cleanliness, wearing of identification badges etc.
- 4.11 No employees of the contractor shall be allowed to stay on the premises of the Company beyond the authorised working hours.
- 4.12 All staff employed by the contractor shall be 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.
- 4.13 The contractor shall have Provident Fund (P.F.) account No. and ESIC registration nu. duly obtained from competent authority under the Provident Fund & M. P. Act, 1952 and ESIC Act 1948.

The contractor shall deposit monthly P. F. contributions and ESIC contributions, within 15 days of the end of every calendar month and shall submit the list of such employees along with details of P. F. contribution and ESIC contribution, deducted from the salary of the employees along with monthly P. F. paid challans and ESIC paid challan.

The bills of the contractor will be certified and passed for payment only after production of P. F. paid challans and ESIC paid challan and all other documents required to be maintained under various laws.

- 4.14 Contractor shall comply with provisions of Interstate Migrant Labour Act & prior approval of GM (O) shall be taken before deployment of Interstate Migrant Labour at site.
- 4.15 Contractor shall cover his workers/employees under Maharashtra Labour welfare Fund Act, 1953 and pay both the welfare fund contribution of workers/employees and employers share to the Maharashtra Labour Welfare Fund (MLWF). The contractor has to obtain separate code no. (as being done for ESI & PF code no.) for the compliance of welfare fund Act.

5.0 SAFETY OF WORKERS:

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

- 5.1 Report of every accident minor or major must be immediately submitted to the Chief Safety Officer, RCF Thal by site In-charge of the contractor.
- 5.2 Contractor's workmen must wear safety appliance e.g. helmet, gas-masks, safety belt etc. while working.
- 5.3 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.
- 5.4 Contractor shall not undertake any work within the Battery Limits of the plants, unless proper and valid safety permit is obtained.
- 5.5 For any violation of safety rules, the contractor has to take appropriate action against his labours.
- 5.6 The contractor shall abide by all the directives of RCF and statutory bodies regarding safety of his workmen, equipments etc.
- 5.7 The contractor shall submit within 15 days from date of contract the Names, Permanent & Present Address / Age / Qualifications, experience & two Passport size photographs of all employees to be placed at site, along with Proof of Age, to RCF's Personnel Department. Any addition to the strength of workers shall also be intimated to RCF immediately with all these details.

6.0 PAYMENT OF WAGES:

6.1 Contractor shall make payment of wages to contract labour in presence of RCF's authorised representative. Contractor shall therewith comply with the provisions of The Payment of Wages Act, 1936 and The Minimum Wages Act, 1948.

7.0 MAINTENENCE:

7.1 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. Contractor shall remove daily, all waste materials and shall not permit debris to accumulate except in area earmarked for this purpose.

8.0 SUPERVISION:

- 8.1 The contractor will ensure that the instructions of site Engineer In-charge 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 risks and cost of the contractor.
- 8.2 The contractor shall maintain continuous supervision by qualified and experienced persons on the job. The contractor's site in-charge shall be available at site all the time so that RCF Engineer In-charge may give necessary instructions/advice to contractor.
- 8.3 The contractor shall prepare and submit a CPM/Bar chart on the basis of completion time as specified by Engineer In-charge and clearly indicate completion time of different activities, which will be scrupulously followed.

9.0 GATE PASSES:

9.1 The contractor shall obtain gate passes duly signed by Commandant, CISF, RCF Thal or his representative for his supervisors. For other workmen, the contractor will have to procure tokens from CISF after depositing Rs.10/- per token. This deposit amount will be refunded after satisfactory completion of the contract and after returning all the tokens in good condition.

9.2 POLICE VERIFICATION CLAUSE: (APPLICABLE FOR RCF SITE JOB)

The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the contract labours engaged by him/her at RCF Site, this being CISF requirement.

It is mandatory that character & antecedent's verification must be made of each & every contract labor prior to giving permission to enter inside RCF factory premises. Contractor must submit Police Verification Certificate (PVC) of manpower to be deputed for site job.

Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted.

Under special circumstances, a only one-time 7-day / 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN /Aadhar card/ Election card of that particular labor.

10.0 INCOMING / OUT GOING MATERIALS:

10.1 Contractor shall prepare challans for all incoming materials belonging to him, including tools and tackles, consumables in triplicate and shall get them endorsed at the materials gate. 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.

11.0 SECURITY OF MATERIALS:

- 11.1 The contractor has to ensure for safety of his materials, tools and tackles etc.
- 11.2 The contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

12.0 INSPECTION:

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

12.2 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.

13.0 SCOPE OF SUPPLY:

- 13.1 Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable etc. RCF shall not supply anything except materials of construction for executing specific jobs. Contractor shall also make his own arrangement for carrying materials to the site.
- 13.2 If any tools or tackles are given to contractor on loan basis for purely temporary purpose, the charges for the same will be deducted from contractor's bills.
- 13.3 RCF shall supply free of cost, electricity, water and steam at one point only. Further extension shall be in the contractor's scope.
- 13.4 In case of emergency, medical facility, to the extent available shall be provided on payment of usual charges.

14.0 ISSUE OF MATERIAL BY RCF:

14.1 As regards to materials issued from RCF stores is concerned, further handling of the same shall be in the scope of the contractor.

15.0 WORK SCHEDULE:

15.1 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.

16.0 EXTRA WORK:

16.1 In case any extra work other than the works specified in RCF's order arises, the same shall be done after RCF's approval and issue of amendment to this affect. Payment for any extra work done without prior approval of RCF may not be released.

17.0 RETURN OF RCF'S MATERIAL:

17.1 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.

18.0 PERFORMANCE GUARANTEE / WARRANTY (PG):

- 18.1 As specified in GeM Bid
- 18.2 Any defect noticed during the guarantee/warranty period shall be rectified by the contractor, free of cost.

19.0 COMPLETION TIME:

19.1 The completion time shall be as specified in the scope of work or as specified in each job order.

20.0 MUTUALLY AGREED DAMAGE(MAD):

20.1 Applicable as per GeM General Terms and Conditions

21.0 TERMINATION OF CONTRACT:

- 21.1 RCF 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 and forthwith forfeit earnest money deposit and/or security deposit and get the job done by a third party in part or in full at the risk and cost of the contractor. RCF also retains the option of debarring the contractor from participating in future tenders for any specific period. Payment for the work completed at the time of termination of the contract shall be mutually settled.
- 21.2 RCF shall have the right to termination 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.

21.3 TERMINATION OF CONTRACT FOR CONVENIENCE:

RCF may also by express order/notice terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective.

Payment shall be made to the contractor for the work that is complete, at the time of issue of notice of termination as per the terms of the contract.

22.0 PAYMENT TERMS: As mentioned in GeM Bid

23.0 CONTRACT VALUE:

The contract value shall be computed as follows:

- 23.1 The total contract value shall be inclusive of all taxes, duties, octroi etc. and remain firm without any escalation till the entire work under the order is completed.
- 23.2 When the contract is awarded on unit rates 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 contract period.
- 23.3 RCF reserves the right to recover the amount due from the contractor, from the bills payable under this contract.

24.0 VALIDITY OF OFFER AND CONTRACT: As mentioned in GeM Bid

25.0 SUB-CONTRACT:

25.1 The contractor shall not subcontract the job or part of it to any other agency without the written permission of RCF. The bidder has to submit the credential documents to RCF. The quantum of job to sub-contract shall be allowed as per RCF policy based on the credential document submitted. In case RCF permits to employ a subcontractor if found competent and in the interest of the work, it shall not imply any limitation of contractor's liability to fulfil the work order.

26.0 INCOME TAX DEDUCTION:

26.1 Income tax as per the provision of Income Tax Act shall be deducted from the contractor's bills and certificate of 'Tax Deduction at Source' shall be furnished by RCF.

27.0 DISPUTES AND ARBITRATION:

27.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration.

Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

28.0 FORCE MAJEURE:

The force majeure conditions are as follows:

- 28.1 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 government or subdivision thereof or because of any act of God, provided it shall promptly, in any case not later than 14 days of happening of the event, notify the other, the details of the force majeure and the influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it, to the satisfaction of the other.
- 28.2 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 8 months, then the parties shall consult immediately with each other with regard to the future implementation of the contract.
- 28.3 In the event of indefinite delay, even if arising out of reasons due to force majeure, RCF shall have the right to cancel the order or part of the order without any liability on their part to make any payment to the contractor, while reserving the right to claim refund of any payment if advanced or paid to the contractor.

29.0 APPLICABILITY OF TERMS AND CONDITIONS:

- 29.1 The terms and conditions mentioned in the scope of work shall prevail over the terms and conditions mentioned elsewhere in the NIT work order.
- 29.2 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.

30.1 RCF'S lien on all money dues:

RCF shall have a lien on and over all or any money that may become due and payable to the contractor under these present, and/or also on and over the deposit or security deposit amount or amount made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to RCF by the contractor either under this or under any other contract or transaction of any nature whatsoever between RCF and the contractor. In addition RCF shall at all times be entitled to deduct that paid debt or sum due by the contractor from the money, securities or deposit which may become payable to the contractor.

30.2 DECLARATION OF RELATIONSHIP:

Contractor shall disclose at the time of tender, the names of relative/persons employed directly with RCF Thal. Tenderer should also disclose names of his/her shareholder who are employers of RCF Thal. Should a tenderer have a relation or relations, or in the case of a firm or company, one or more of its share holders employed in RCF shall be informed at the time of submission of the tender, failing which RCF may reject the tender or rescind the contract.

30.3 REJECTION OF TENDERS:

Tenderers who do not fulfil any of the conditions mentioned herein above or any incomplete in any respect are liable to be summarily rejected. Management may accept or reject any or all tenders without assigning any reasons.

- i) To Split of the work amongst two or more tenderers or
- ii) To accept the tender in part and not entirely without assigning any reason. In case the tender is from Govt department, public sector, RCF shall have right to give preference as per government guidelines. Decision of RCF shall be final in regards to all matters relating to this tender.

The following tenders will be liable to summarily rejected.

- i) Tenders submitted by tenderers who resort to canvassing.
- ii) Tenders which do not fulfil all or any of the condition laid down in the tender documents or incomplete in any respect.
- iii) Tenders which contain uncalled remarks or any alternative / additional conditions.
- iv) Conditional tender.

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

The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act drawing wages upto Rs.21,000/- p.m., under his Code No., and shall deposit regularly ESI Contributions as applicable. **Receipt copies of the challans should be submitted at the time of bill submissions.** For those contract workers not covered under the ESI Scheme, the provisions of The Employees Compensation Act,1923 will be made applicable to them. Contractor has to ensure the compliance of the same.

30.5 Following <u>documents are required to be submitted</u> by the vendors for HR clearance along with each original bill:

- ✓ Self-attested copy of Wage register
- ✓ Self-attested copy of the statement of Salary paid to the work-men
- ✓ Self-attested copy of Attendance register
- ✓ Self-attested copy of ESIC paid challan& ECR statement
- ✓ Self-attested copy of PF payment confirmation receipt
- ✓ Self-attested copy of PF paid challan& Statement
- ✓ Self-attested copy of MLWF paid receipt/challan.
- ✓ Self-attested copy of PT tax paid receipt/challan.
- ✓ Self-attested copy of all the other HR compliance documents as revised government from time to time.

30.6 FALL CLAUSE:

1. It is a condition of this tender and that of the pursuant contract that the prices charged for the goods supplied by the contractor shall in no way exceed the lowest price at which the contractor sells rate contracted goods of identical description to any other person/organization following conditions of sale similar to those of this tender and that

of pursuant contract, during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such rate contracted goods or sells such rate contracted goods to any other person/organization at a price lower than the prices chargeable under the contract, with due allowance for elapsed time and quantity, he shall forthwith notify such reduction or sale to the Dy. General Manager (Purchase), RCF and price agreed to under the contract for the goods supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

- 2.To comply with the above condition, the contractor shall furnish the following certificate along with each of their bill for payment to the paying authority. a) The price charged for the rate contracted goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the rate contracted goods of identical description to any other person/organization following conditions of sale similar to those of this tender and that of pursuant contract, during the period till performance of all Purchase Requisitions placed during the currency of the Annual Bulk Supply Contract is completed.
- 3.If at any time, during the said period the contractor reduces the sale price of such rate contracted goods or sells such rate contracted goods to any other person/organization at a price lower than the price chargeable under the contract, the contractor shall forthwith notify such reduction or sale to the Dy. General Manager (Purchase) and the price payable under the contract for the rate contracted goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 4.Exemptions to this shall be applicable as per prevailing Manual for Procurement, Ministry of Finance, DOE.

NOTE: If terms mentioned in NIT are contradicting with the terms and conditions mentioned in General Terms and Conditions of NIT, then terms and conditions mentioned in NIT shall prevail.

GATE-PASS FORM SUB:- Request for Entry Permission of Plant and Dept. where the work is to be carried out (2) I, the contractor hereby declare that the information given above is true and correct. I further, indemnify RCF Ltd. from all the liabilities in respect to non - compliance (if any) of applicable labour laws and further authorise RCF Ltd. (Principal Employer) to recover the amount on account of non -, CISF Unit, RCF Ltd., Thal Unit Kindly allow Following persons of M/s. Name RASHTRIYA CHEMICALS & FERTILIZERS LTD., THAL UNIT Photo Pass / Tem.pass/Pass Renewal/O.T. Permission Mark Mark __--2023 ö 7 days -2023 15 days **ESIC Card No:** Policy valid till date: Š to enter/exit the premises of RCF, Thal đ PF / UAN No: Round The Clock Allow entry after 05:00pm O MFC O PVC O LCard O MFC (Applicable for job to be done

in RCF Thal premises)

Following are the Documents (of each person) required along with the above gate-pass form, for entry in RCF Premises for site job:

- 1) Aadhar Card
- 2) E-pechan card of ESIC (please send the e-pechan card of all the workers with their photo& sign in second page of their e-pechan card)
- 3) PF UAN Number document
- 4) PAN Card
- 5) Medical Fitness Certificate (issued by DISH certified doctor)
- 6) Police Verification Certificate
- 7) Company I-Card

HSE REQUIREMENT

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

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

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

I. General Instructions:

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

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

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

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.

- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

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

IV. Safety Training:

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

V. General Safety Instructions:

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

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

SN BIS codes Information

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

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

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

- 1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
- 2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006:2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009. Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.

- 3. Gas cylinders shall be kept upright and secured firmly with chain.
- 4. When stored, the cylinders must be provided with valve guards and cap.
- 5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
- 6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
- 7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

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

C. Safety precautions during Radiography:

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

D. Safety precautions during shot blasting:

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

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

E. Safety precautions during hydro jet cleaning:

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

F. Safety precautions while Online leak sealing jobs:

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

G. Safety precautions while Onsite Safety valve testing:

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

H. Safety precautions while using electrical appliances:

- 1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
- 2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.
- 3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
- 4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
- 5. For temporary connections, Electrical cables must be laid over head and without joints.

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

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

J. Safety precautions for Confined space job:

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

K. Safety precautions for working at fragile roof:

- 1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
- 2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
- 3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
- 4. Contractor should provide two lifelines anchored to firm support.
- 5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at

different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.

- 6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
- 7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
- 8. All required PPE and Safety net are in contractor's scope.
- 9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

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

Penalty for violation of safety rules at work place:

Violations:

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

Disciplinary Actions:

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

For the first violation:

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

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

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

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

In case if the same labor/manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his/her gate pass shall be confiscated.

<u>Note:</u> The contractor shall ensure that incase if he has been awarded work orders in other areas such as Priyadrshani building, Township, Admin building etc he/she shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

ANNEXURES-V

		Prope	osed Penalty (in Rs.)
SN	Safety Violation By Contractor Employee At Work Place	1 st time violation (in a Calendar Year)	2 nd time violation (in a Calendar Year)	3 rd time Violation (in a Calendar Year)
1	Working without wearing safety helmet (per person)	1000	1500	3000
2	Working without wearing safety shoes (per person)	1000	1500	4500
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc. (per person)	1000	1500	3000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters. (per person)	2000	3000	6000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment. (per person)	1000	1500	3000
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit (per person)	1000	1500	3000
7	Working without valid test certificate for lifting tools/tackles (per incidence/ observation)	3000	4500	9000
8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO (per incidence/ observation)	2000	3000	6000
9	Working without a valid Safety Work Permit (per incidence/ observation)	3000	4500	9000
10	Permit not available at site (per incidence/ observation)	500	750	1500
11	Gas cylinder without flash back arrestor (per incidence/ observation)	1000	1500	3000
11	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
12	Gas cylinder without trolley (filled and empty) (per incidence/ observation)	500	750	1500
13	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
14	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
15	Improper hand tool or power tools (per incidence/observation)	1000	1500	3000
16	Smoking at work place area. (per person)	5000	7500	15000
17	Found in intoxicated state (per person)	5000	7500	15000
18	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

SN	Safety violations by Transport contractors	1 st time	2 nd time	3 rd time
		violation (in a	violation (in	Violation

		Calendar	a Calendar	(in a Calendar
		Year)	Year)	Year)
1	Faulty HAZCHEM displayed on Tanker (per	1000	1500	3000
	incidence/ observation)			
2	One PVC / Tychem Suit set if available (per	1000	1500	3000
	incidence/ observation)			
3	Both PVC / Tychem suit set are not available (per	1000	1500	3000
	incidence/ observation)			
4	Fire Extinguisher without Hydro Test. (per	1000	1500	3000
	incidence/ observation)			
5	TREM card not available (per incidence/	500	750	1500
	observation)			
6	Hazardous chemicals transportation Training of	500	750	1500
	driver by authorized agencies. (Training card not			
	available with driver) (per person)			
7	Lying/ resting below the vehicle(per incidence/	5000	7500	15000
	observation)			
8	Any other deviation found as per checklist for	500	750	1500
	Tankers (per incidence/ observation)			

M. General Environment Protection:

- 1. The contractor shall strive hard to conserve energy & water wherever possible.
- 2. The contractor shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
- 3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
- 4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
- 5. Contractor shall not use empty areas for dumping the wastes.
- 6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
- 7. Contractor & his/her manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
- 8. Goods suppliers'/ Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.

2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

O.PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For Trombay Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his/her workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in www.mahadish.in.. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For Thal Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his/her workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in www.mahadish.in.. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.
