

Annexure - 12

TERMS & CONDITIONS for ON site Erection & commissioning Job

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2A. LAWS PERTAINING TO LABOUR (For site job)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2B. SAFETY OF WORKERS: (For Site Job)

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

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

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

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

All tools, tackles etc. used by the Contractor shall be in safe working condition and shall be certified by the Competent person as per statutory requirements, and any damaged/unsuitable tools & tackles must be removed from the Site.

Contractor shall not undertake any work within the Battery Limits of the Plants, unless proper and valid Safety Permit is obtained.

In case any of the safety provisions are violated, the entry Gate Pass of the concerned Worker/workers shall be suspended and necessary action will be taken.

The Contractor shall abide by all the directives of RCF and statutory bodies regarding Safety of his workmen, equipments etc. issued to him from time to time.

The Contractor shall submit within 15 days from the date of contract the Names, Permanent & Present Address / Age / Qualifications, experience and two Passport size photograph of all employees to be placed at Site to RCF's Personnel Deptt. Any addition to the strength or Workers shall also be intimated to RCF immediately with all details.

2C. PAYMENT OF WAGES (For Site Jobs)

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

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

2D. HOUSE KEEPING : (For Site Job)

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

2E. SUPERVISION : (For Site Job)

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

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

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

2F. GATE PASSES: (For Site Job)

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

2F1. LOSS OF GATE PASSES / TOKENS:

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

2G. INCOMING / OUTGOING MATERIALS:

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

2G1. SECURITY OF MATERIALS:

The Contractor shall provide for watch and ward for all materials/equipments issued to him by RCF as well as for his own materials, tools & tackles.

The Contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

2I. INSPECTION:

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

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

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

2J. SCOPE OF SUPPLY:

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

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

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

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

2J1. ISSUE OF MATERIAL BY RCF:

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

2K. WORK SCHEDULE:

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

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

2N. COMPLETION TIME:

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

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

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

3. APPLICABILITY OF TERMS & CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

The Contractor has to display Statutory Notices at Site Office / Work Place including the abstracts of the Contract Labour (R& A) Act 1970 alongwith the copy of Labour License

issued, if applicable and also the details showing the Wages payable/wage period, place and time of disbursement of Wages etc.

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

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

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

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

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

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

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

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

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

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

4. INCOME TAX DEDUCTION :

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

SPECIAL ATTACHMENT-On Site Erection & commissioning job

1. LABOUR LICENCE

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

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

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

The present contribution rates are as under:

ACCOUNT NO.	EMPLOYER'S SHARE (12%)		EMPLOYEES SHARE (12%)	
	%	AMOUNT	%	AMOUNT
1 (P.F.)	3.67%		12%	
2 (Admn. Charges)	1.10%			
10 (F.P.)	8.33%			
21 (EDLI contribution)	0.5%			
22 (EDLI Admn. Charges)	1.01%			
Total PF	13.61%		12%	
TOTAL			25.61%	

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

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

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

The Contractor must have E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their labours under the said Act under his Code

No., and shall deposit regularly ESI Contribution @ 1.75% towards employees share and @ 4.75% towards employers share of Gross Wages. Receipt copies of the challans should be submitted to the Personnel Dept.

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

* The contractor shall contribute towards PF & ESI contributions for his workers as per the above specified rates of the concerned States.

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

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

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

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

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

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

The Contractor shall also remit six monthly Labour Welfare Fund Contribution and the return under the Bombay Labour Welfare Fund Act, 1953 due in June and December every year to avoid penalty and penal action against RCF.

The Contractor shall submit all the relevant documents monthly showing compliance of all the relevant Acts, Laws, Rules and Legislations as and when called by Personnel Dept., through Purchase Dep.

6. **Compliance with applicable Labour Laws and regulations -Statutory obligations and liability:-**

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

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

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

7. GROUP INSURANCE

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

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

In respect of all labour, directly or indirectly employed in the work for the performance of contract job, the contractor shall at his own expenses arrange for all safety provisions mentioned in the statute. The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Safety regulations issued from time to time by the Company. Any injury resulting in death or not occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the Company harmless and indemnified.

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

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

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

11. PAYMENT OF WAGE AND OTHER BENEFITS

- 11.1 The Contractor shall pay not less than minimum wages to his workers as notified/revised from time to time for the applicable scheduled employments under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. In any case, the rate of wage payable shall not be less than the higher of the two rates.

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

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

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

11.4 WEEKLY OFF

The workers must be given weekly off as admissible.

11.5 NATIONAL HOLIDAYS

Three National Holidays:

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

These must be granted as paid holidays to all workers.

12. HEALTH, SAFETY AND WELFARE

The Contractor should ensure the Industrial and Occupation Hazard and to ensure safe and healthy working conditions at work for the compliance of the Provisions of Factories Act, 1948. The Contractor should provide all the Safety measures and his Supervision to ensure the safety at work site.

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

13. PROHIBITION OF CHILD LABOUR

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

Person below the age of 18 should not be employed.

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

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

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

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

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

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

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

15. GENERAL TERMS

- a) Contractor shall provide and maintain necessary supervisory staff inspector, skilled and unskilled workers required in connection with the execution of the contract who are employees of the contractor.

- b) Contractor shall provide all amenities/facilities which are to be provided under the respective Contract Labour (R&A) Act, Factories Act, 1948 such as Rest Room, Drinking Water facilities, Canteen, etc.
- c) *Contractor should complete the work as assigned during his contract period.
- d) ***Contractor should regulate the conditions of employment of his employees/ contract labour.**
- e) Contractor shall keep adequate no. of strength and contractors services shall be available as and when required during the emergency.
- f) Contract labour shall be in neat and clean uniform and with proper safety appliances while on duty at all times. Contract labour shall be liable to search by the securities at our gate and shall have to be strictly observe the directives regarding security and other allied subjects.
- g) ***All persons employed by the contractor shall be his own employees for all intends and purposes i.e., contractors own strength. Contractor Supervisors should available to give instructions to the contractor workers and will supervise the entire work.**
- h) Whenever word "Employee" is used please use the word "Contract Labour" or "Contractor Employee" and read accordingly.
- i) The contractor should comply properly with the provisions of relevant laws i.e., Factories Act and Contract Labour (R&A) Act relating to working hours, rest intervals, weekly offs, holidays, overtime as per the applicability.
- j) Contractor Supervisors should be available at site and give instructions to the Contract Labour. No instructions will be given to Contract Labour by RCF Officials.
- k) *Contractor will ensure the Payment of Minimum Wages as applicable or the wage, as applicable is paid to the workers and will also ensure that the monthly wages are duly witnessed by the representative of the principal employer. Contractor while submitting monthly PF & ESI challans will also give a certification that the contractor has deposited the payment in respect of ESI & PF contribution in respect of the contract labour engaged at RCF site under reference Work Order.
- l) *The contractor shall be solely responsible for the manner and method of executing the work.
- m) All liabilities on legal aspects of contractors labour lies with the contractor himself.
- n) The contractor shall observe all the labour laws, safety and security rules and regulations of RCF which are in force at present and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail termination of the contract.
- o) The Contractor shall indemnify and keep indemnified RCF from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of this contract and or against any claim, action or demand by liability to any workman/employee of the contractor under any Law of the Land, for which the Company shall be liable to comply and all expenses it shall be put, thereunder through the Acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law.

16. STATUS OF THE CONTRACT LABOUR

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

17. CONTRACTUAL OBLIGATIONS

17.1 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued thereunder from time to time. The contractor should show all his records/monthly returns to the Personnel Department to ensure strict compliance at proper time. If contractor fail to do so, contractor failure will be a breach of the contract and the Purchase Dept., may in its discretion cancel the contract.

17.2 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.

17.3 RCF shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions any violation shall constitute a ground for termination of the contract.

18. PRESERVATION OF REGISTERS/RECORDS

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

19. 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. All staff employed by the contractor shall be the contractor's employee for all intents and purposes.

21. SUPERVISION AT WORK SITE

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

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

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

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

24. 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.

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

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

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

27. REGISTERS AND RECORDS TO BE MAINTAINED UNDER DIFFERENT ACTS

01. **Under Contract Labour (R&A) Act (For licensed contractor) - if the Wage period is monthly.**

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

- i) Muster Roll } OR Muster-Cum-Wage Register
- ii) Register of Wages }
- iii) Issue 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 (State Rule) - if the workers are less than 20.**

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

03. **Factories Act:**

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

Providing of Personal Protective equipments (PPE)

Maintenance of Overtime Register

Maintenance of Leave with Wages Register (Form 20).

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

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

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

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

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

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

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

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

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors will get the Pre-Employment Medical Examination of his workmen done from the below mentioned approved Doctor/Agency only:-

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

2	Dr.Devendra B.Ingale Keshavsut Diagnostic Clinic, 4/1,ChandrodayHsg.Society, Opp. Meena Towers, Swastik Park , Chembur,Mumbai-71	M.D.(Bom),A.F.I.H.,D.I.M., L.L.M. Certifying Surgeon	25226567 (M) 9869005451
3.	Dr.Prakash Panchal Jagatguru OHC Centre 2,United Western Apartment, V.S.Road,NearSiddhi Vinayak Temple, Prabhadevi, Mumbai-400025	Certifying Surgeon,Governmento Maharashtra(DISH)Mumbai& Suburban.	24361861 (M) 9870341805 Timings: <u>Mondayto</u> <u>Saturday</u> 9.30 A.M to 1.30 P.M. 6.30 P.M. to 9.00 p.m.
4.	Dr.Abhay Narayankar Prism Diagnostic Centre & Polyclinic 105,1 st Floor,Mohamadi House, Near Anjuman Highschool, Kurla(W), Mumbai-400070	M.B.B.S., A.F.I.H.	26524374 (M)9869300956
5.	Dr.Milind Sardesai, Shanti Niketan, Ground Floor,8 th Road , Near Ahobila Math, Near Diamond Garden, Chembur,Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants)	<u>Saturday & Sunday</u> 10 AM to 1 PM 4 PM to 8 PM Contact: Dr.Vasant Sardesai - ForAppointments (M)9833128952
6.	Dr. D.G. Pandit Gurukrupa Hospital & Polyclinic OHC, Govardhan Dham, Khopat, Thane (W)- 400 601	Certifying Surgeon	25346446/25404263 Dr.D.G. Pandit (M)9821121261 Dr.KiranPandit (M)9821090696
7.	Dr. Pradeep V. Mahajan R-831, T.T.C. , Thane Belapur Road Navi Mumbai	Certifying Surgeon	27691981/27691679 (M)9867220015