

- Ensure that all work activities and/or services are always carried out safely to prevent injuries and damage to properties.
- 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.
- ‘Stop Work Authority’ to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
- Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
- Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF’s procedures.
- Initiate immediate corrective actions towards unsafe acts or safety conditions so as to prevent or mitigate future recurrence.

#### **4.0 Definitions:**

**4.1 Violations:** All unsafe acts, offences, breach of procedures or standards as classified herein.

**4.2 Disciplinary Actions:** Penalty, termination of Contract(s) for Contractors, subcontractors, consultants and their supervisors shall be applicable as per Annexure–1

Annexure-1

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (Rs.)
		I <sup>st</sup> time violation (Calendar Year)
1	Working without wearing safety helmet	1000
2	Working without wearing shoes	1000
3	Working without wearing safety goggle during handling of hazardous chemicals, acid/alkali etc.	1000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters.	2000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on acid/alkali lines and equipment’s.	1000
6	Not using PPEs, tools/tackles as mentioned in Safety Work Permit	1000
7	Working without valid test certificate for lifting/ lowering tools/tackles	3000
8	Working without appropriate electric plug-pin, RCBO	2000
9	Working without a valid Safety Work Permit	3000
10	Gas cylinder without flash back arrestor / pressure Gauges	1000
11	Gas cylinder without trolley	500
12	Unauthorized personal entering into Cordon off area	500
13	Faulty wire/ cable laying on ground or using snapped cables	500
14	Improper hand or power tools/ tackles	1000
15	Smoking at work place area.	5000

	<b>Safety violations by Transport contractors</b>	
1	Faulty HAZCHEM displayed on Tanker	500

2	One PVC / Tychem Suit set if available	500
3	Both PVC /Tychem suit set are not available	1000
4	Fire Extinguisher without Hydro Test.	1000
5	TREM card not available	500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver)	500
7	Sleeping below the tanker	5000

**\* Note:**

- 1. In case if anyone found violating for the second time, penalty of 1.5 Times will be imposed.**
- 2. In case of 3<sup>rd</sup> time violation – 15 days away from job for specific contractor labour/ supervisor of contract(s) based on violation will be imposed.**

**5.0 Safety Training:**

Safety training on work place safety shall be mandatory to each new contractor employee and individual Gate passes of such employees shall be stamped as Safety trained employees. On the job trainings / pep talks shall be imparted before starting the job on work site by concerned supervisor/ Safety officers.

**6.0 Health of contractor employees:**

Contractors have to obtain fitness certificate and show it to the RCF supervisors prior to commencement of work. It is to be ensured that no contract workers are allowed to enter the premises having major health issues or not enter after having any drug/ alcoholic drinks.

**Penalty for loss of Smart Card:**

A smart card will be provided to you for entering into the RCF premises. Kindly note that the card has to be returned back while leaving premises, Otherwise Rs 900/- per card shall be deducted from your running bill by M/s RCF.

**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 plus GST 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 plus GST per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

**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, sullage & 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 manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. 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.

## **II. 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 shall get the Pre-Employment Medical Examination of his workmen done from the below mentioned approved Doctor/Agency only:-

SN.	Name ,Address	Qualification/Degree	Contact No.
1	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, Government of Maharashtra (DISH)Mumbai& Suburban.	24361861 ,(M) 9870341805 Timings: <u>Mondayto Saturday</u> 9.30 A.M to 1.30 P.M.6.30 P.M. to 9.00 p.m.
4.	Dr.Abhay Narayankar ,Prism Diagnostic Centre ,& Polyclinic 105,1st 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,8th Road ,Near Ahobila Math,Near DiamondGarden,Chembur, Mumbai- 400 074	M.B.B.S., A.F.I.H. (Industrial Health Consultants)	<u>Saturday &amp; Sunday</u> ,10 AM to 1PM 4PM to 8 PM, Contact: Dr. Vasant Sardesai- For Appointments (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

## **III. CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS**

It is mandatory that character and antecedents verification must be made of each and every contractor worker prior to giving permission to enter RCF premises. Contractors shall submit a certificate of character and antecedents for each workers to be engaged inside the factory and no person / contract labour shall be employed without a valid character certificate and antecedents. The character and antecedents form duly filled and authenticated through police station shall be submitted to CISF for giving permission to enter RCF premises.

### **FORMAT FOR**

### **PERSONAL VERIFICATION OF CHARACTER AND ANTECEDENT**

(To be verified by concerned SHO/OIC/IIC of police station)

(To be filled in duplicate)

(To be filled by individual)

Police Station :-----

District. :-----

State. :-----

(To be filled by individual)

01. Name :-----

02. Fathers Name :-----

03. Sex :-----

04. Date of Birth :-----

05. Place of Birth :-----

06. Height in Cm :-----

07. Colour of Skin :----- b) Eye :----- c) Hair :-----

08. Two visible Identification Marks :

Self attested  
pass port  
size photo

i) -----

ii) -----

09. Nationality :----- 10. Religion :-----

11. Full permanent Address with Pin Code :

-----

-----

-----

Phone No.:----- Mobile No. :-----

I am residing in the present address for the last ----- years. I solemnly hereby declare that above permission furnished by me is true to the best of my Knowledge.

Full Signature/Thumb

Impression with name of individual

**DECLARATION BY CONTRACTOR**

I hereby declare that Shri ----- whose particulars are given above is engaged /propose to be engaged in my establishment against work order No. ----- dt. ----- The information furnished above are true to the best of my knowledge.

(Signature of Contractor with Seal)

**Party shall carry out Police verification & medical test of all the persons who will be carrying out job at RCF site. Party will not get permission to start the job unless & Until this procedure is followed by them.**

.....\*\*\*.....

**DIGITAL SIGNATURE/SIGNATURE WITH STAMP  
(On all Pages)**

## **ANNEXURE – VII**

### **GENERAL TERMS & CONDITIONS:**

**Duly signed & stamped copy to be submitted in Packet-9 of part I**

#### **1. DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. SECURITY DEPOSIT:**

The successful bidder called the Contractor shall be issued a Letter of Intent/Work Order. On receipt of the Work Order, the Contractor shall deposit within 15 days a sum equivalent to 3 % of the contract value towards Security Deposit for faithful performance of the work or furnish a Bank Guarantee from a Nationalized Bank, in RCF proforma, for equivalent amount and valid for the contract period. The

Security Deposit/ Bank Guarantee shall be converted into performance guarantee after completion of the work. This amount/ Bank Guarantee shall be returned to after the expiry of guarantee/warranty period.

In case of annual rate contract and at the request of the Contractor, RCF may consider deduction of Security Deposit at 3 % from the Contractor's running bills, if EMD amount is available with RCF.

On submission of Security Deposit, the EMD of the Contractor shall be returned.  
No interest shall be payable by RCF on the Security Deposit or EMD.

### **3. RELEASE OF SECURITY DEPOSIT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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