

DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LTD (DFPCL/Company)

Registered Office: Opp Golf course, Shastrinagar, Yerawada, Pune -411006

Works at: Plot K1, MIDC Industrial Area, Talaja Dist: Raigad

Tender Document for Annual Rate Contract for Scaffolding Job in Talaja K1 Plant.

Tender Ref. 148/2018 Date: 30.03.2018

Technical bids are invited in Sealed Envelope with EMD. The sealed envelope shall be superscribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Aditya Karyakarte, Deepak Fertilisers And Petrochemicals Corporation Ltd at Plot K – 1 MIDC Industrial Area, Talaja, 410 208, Dist.: Raigad

Stage I Bidding

- Sealed Envelop –I: General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work (Excluding Price Bid).

Exceptions and deviations, which tendered may desire to stipulate. (Tenderers are advised to submit the Tender strictly on the terms & conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then it may be stipulated. The Company/ DFPCL reserves the right to reject such deviations or evaluate the Tenderers containing deviations having financial implication, by adding the cost for such deviations as may be determined by the Company/ DFPCL).

Stage II Bidding

Tenderer will submit the price bid online through the platform provided by our Ariba system, DFPCL service Provider for online platform

Submission & opening of the Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I) duly signed on each page, along with requisite document as mentioned in pre-qualification criteria and EMD & every component enclosed therewith by the authorized signatory & send the documents in person to Purchase Department latest by 10.04.2018

All the above documents should be handed over to Mr. Aditya Karyakarte

Phone: 022-67684124, Representative of DFPCL.

E reverse Auction:

After submission of Stage I bid documents and online price bid E auction will be conducted. The E auction will be governed by the Business Rules for Reverse Auction as per enclosed pages in Stage I bidding.

Only technically acceptable Tenderers against the tender can only participate in further process.

The Tenderers who do not fulfill all or any of the conditions laid down in the tender document are liable to be ignored at the sole discretion of DFPCL. DFPCL also reserves the right to reject any/all the offers without assigning any reason thereof.

In case of any Technical queries you may contact our Job Controller Shri Mahesh Kalghatgi Phone No.: 022-67684383. For commercial queries you may contact Mr. Aditya Karyakarte Tel No 022 67684124

Thanking you,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Limited,

S. Behera

Authorized Signatory

INDEX

Sr No	Description	No of pages
1	General Terms and Conditions	4
2	Special Terms and Conditions	10
3	Scope of work /Price Bid Format	16/26
4	Commercial Terms and Conditions	27

ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS: -

1. Earnest Money Deposit of Rs.50000/- in the form of Bank demand draft will have to be submitted in favour of Deepak Fertilisers And Petrochemicals Corporation Ltd payable at Mumbai along with tender document. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers has to submit details along with documentary evidences for the following:
 - 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company.
 - 2] Registration certificate with PF organization for allotment of PF code number.
 - 3] Registration certificate with Central Excise Dept. for allotment of services tax number.
 - 4] Allotment letter under ESIC Act
 - 5] Registration certificate under Maharashtra Labor Welfare Board.
 - 6] Registration certificate for professional Tax.
 - 7] Registration certificate under Maharashtra Labor Welfare Board.
 - 8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - 9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 - 10] ISO Certification holder: Name of certification: -----Validity : ----- (Attested Copy to be enclosed)
 - 11] Organization Chart: Executive -----, Technical Staff----- (Attested Copy to be Enclosed giving the details)
 - 12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
 - 13] Audited annual Turnover: for last three Financial Years.
 - 14] List of similar jobs carried out in other company.
 - 15] Client List:

Special Note: The contractors who are registered with DFPCCL need not submit the documents mentioned above.

4. Company reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
5. Late tender will not be accepted / received.
6. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiture of EMD

7. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be.

8. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.

9. If the Tenderers give wrong information deliberately to create conditions for acceptance of the tender, the DFPCL reserves the right to reject such tenders without assigning any reason.

10. Not more than one tender will be submitted by one Tenderer for the same work.

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

(i) The Tenderers are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender.

(ii) Tenderers shall quote the tender in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Tenderer. Tenders should be signed by person/s that are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.

(iii) Tender format should contain columns for amount in Rupees (if any),

(iv) The Tenderers shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.

(v) The work may be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of DFPCL Management.

(vi) Submission of a tender will be conclusive evidence to the fact that the Tenderer has fully satisfied himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract, local precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.

(vii) It will be obligatory on the part of Tenderer to sign the documents for all the component part on each and every page.

(viii) No Bidder is allowed to bid below the current minimum wages applicable.

3.0 AMENDMENT TO NIT (Notice Inviting Tender)

At any time prior to the deadline for submission of bids, DFPCL or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

4.0 SUBMISSION OF TENDERS:

The Bidder shall bear all costs associated with the preparation and submission of Bid and neither the company nor its nominee nor its consultants will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Any clarification required by prospective bidder shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

5.0 EARNEST MONEY DEPOSIT (EMD)

The amount of earnest Money shall be deposited in the form of draft. The EMD should be in the name of M/s. Deepak Fertilisers And Petrochemicals Corpn. Ltd. The EMD will be forfeited in the event of the Tenderer/ Contractor failing to commence the work within a 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer shall be Returned to the bidder after the commencement of the work and receipt of bank guarantee towards security deposit if applicable. The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded with-in one month.

6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

DFPCL reserves the right to accept at their sole discretion any tender in whole or part or split the work among two or more Contractors or reject any or all Bids without assigning any reason thereof. No claim for compensation etc. whatsoever will be entertained by DFPCL. If a Tenderer/ Contractor whose past performance has not been found satisfactory in the opinion of DFPCL, then DFPCL reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders. The decision of DFPCL regarding performance evaluation shall be final & binding on the Contractors.

7.0 VALIDITY OF BIDS:

Bids shall be valid for at least 60 days after the date of price bid opening prescribed by the DFPCL. A bid valid for a shorter period may be rejected at the discretion of DFPCL. In exceptional circumstances, DFPCL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of DFPCL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by DFPCL due to change in specifications / scope or otherwise. . The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

8.0 Procedure for Reverse Auctioning

8.1 [a] Reverse Auction: DFPCL will declare its **Opening Price (OP)**, which shall be displayed to all Tenderers during the start of the Reverse Auction. The Tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to DFPCL for all the items mentioned in price bid. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.

[b] Reverse Auction shall be for a period of 60 minutes or as per DFPCL requirement. If a Tenderer places a bid in the last **3 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **3 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **3 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **3 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

Dutch auction – Incremental auction. Auction will start with start price and bid value increases per minute in fixed interval. Bidder has to continuously watch the current bidding price and the bidder who accepts the price will emerge as successful bidder.

[c] After the completion of Reverse Auction, the **Closing / Final Price (CP)** shall be available on auction screen.

8.2. During Reverse Auction, if no bid is received within the specified time, DFPCL, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process/ proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope

8.3. Placement of order on the conclusion of Reverse Auction shall be at the discretion of DFPCL. Bids once made by Tenderer, cannot be cancelled or withdrawn. If bidder withdraws the bid then the EMD of the bidder will be forfeited.

8.4. It shall be the prerogative of DFPCL to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case DFPCL decides to have more than one supplier. 7

8.5. The Tenderer shall be assigned a **Unique User Name & Password** by DFPCL'S Service provider. The Tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from DFPCL Service provider. To ensure confidentiality. All bids made from the Login ID given to Tenderer will be deemed to have been made by them.

8.6. The Tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:

_ Leading Bid in the Auction (Current Lowest Rate)

_ Opening Price & Decrement Value.

9. DFPCL'S decision for award of Contract shall be final and binding on all the Tenderers.

10. DFPCL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

9.0. SUBMISSION OF TENDERS:

The Bidder shall bear all costs associated with the preparation and submission of Bid and neither the company nor its nominee nor its consultants will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Any clarification required by prospective bidder shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable

10.0. RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

DFPCL reserves the right to accept at their sole discretion any tender in whole or part or split the work among two or more Contractors or reject any or all Bids without assigning any reason thereof. No claim for compensation etc. whatsoever will be entertained by DFPCL. If a Tenderer/ Tenderer/ Contractor whose past performance has not been found satisfactory in the opinion of DFPCL, then DFPCL reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders. The decision of DFPCL regarding performance evaluation shall be final & binding on the Tenderer/ Contractors.

The following are Pre-qualification criteria to be submitted along with stage 1 Tender document.

[a] Annual Turnover of minimum Rs 50 lacs including group companies.

[b] Compliances of statutory requirement like registration under ESIC Act, PF Act, GST and necessary statutory compliance as applicable or made applicable from time to time in India.

[c] Similar work completed during last five years and details of similar ongoing works.

[d] List of clients of the company/Firms.

[e] Details of manpower owned technical and staff submitted along with the tender.

The tendered have to provide the supporting documents for above mentioned prequalification criteria.

Special Terms and Conditions:

SAFETY ASPECTS:

1.01 Tenderer/ Contractor to provide safety appliances like dust masks, ear plugs, Full body harness, ladder, safety shoes, helmet, hand gloves, safety goggles, PPE, rain gears, Boiler suit/overall made up from cotton cloths etc. to their personnel working inside the Complex at his cost and should adhere to safety codes as given in General Conditions of the contract.

Penalty for violation of Safety norms: Rs 500 for first instance per person, in multiple for next similar violations. Penalty of Rs 10,000/- per incidence will be applicable or carrying mobile in DFPCL compound.

1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Tenderer/ Contractor has to report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty.
2. No young and Minor Child labour shall be allowed to enter and work at site of DFPCL.
3. The Tenderer/ Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of DFPCL Supervisor and Safety Officer.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB proper earthing. The same shall be inspected by DFPCL Safety Officer and Electrical department
5. Tenderer/ Contractor shall deploy Safety Supervisor for the contracts valuing more than Rs. 1 Crore Per annum.
6. Tenderer/ Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
7. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
8. Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
9. No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
10. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
11. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
12. Tenderer/ Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and

safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.

- a) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
- b) Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
- c) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
- d) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work everyday.
- e) Every electrical supply shall be taken through closed socket and ELCB, every electrical handtool will be having proper earthing arrangement.

1.02. Safety Training

- 1) Tenderer/ Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by DFPCL Safety officer to all manpower reported on duty. Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors' workers. Every contractor's workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of DFPCL. The certificate will be valid for a period of six months from date of issue. After the validity, Tenderer/ Contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

1.03. Accidental Reporting

- 1) Safety of the worker/s is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the DFPCL Supervisor and Safety Officer on duty.
- 3) Any near miss, minor injury, First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Tenderer/ Contractor within 4 hours, with cause of the incident.
- 4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Tenderer/ Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Tenderer/ Contractor to make available in time the best treatment to its worker at his cost/insurance. DFPCL shall not be responsible for the same.

1.04 Safety performance

- 1) Every contract shall be vetted for safety performance of previous contract and experience
- 2) Safety training to workers, proactive performance, availability of safety appliances, Attitude towards safety implementation, rewards to the worker/s will be evaluation parameters.

2. Labor law and Safety codes:

All the matters concerned with labour management shall be as per the prevailing Labor laws. Tenderer/ Contractor will obtain labour license/s on arrival at site before commencement of the job. The first RA bill shall be released only on submission of the copy of labour license duly attested by DFPCL Administration in the prescribed format. If labour license is not applicable, the Tenderer/ Contractor shall obtain a confirmation to this effect from DFPCL Administration.

Tenderer/ Contractor will comply with all labour and other statutory laws applicable from time to time. All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra and Central Rules, Employees State Insurance Act with Rules & Regulations, The Maharashtra Workmen's Minimum House Rent Allowance Act, 1983 with Rules 1990, The Payment of Bonus Act, 1965 with Rules 1975, Factories Act with Mah. Rules, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act, etc. and such other acts which are in force or which may come in force during the subsisting of the contract, should be adhered to by the Tenderer/ Contractor and such other rules/ regulations/ laws made applicable from time to time.

The Tenderer/ Contractor shall be solely responsible for its employees. And always keep the DFPCL Indemnified from all losses, actions, penalties etc arising out of this Tender/ Contract.

2.01 Deployment of Medically Fit Manpower:

For the due execution of this Contract, the Tenderer/ Contractor shall deploy workers/supervisors who are at all times physically and mentally fit and are not disabled/handicapped and do not suffer from any chronic or contagious disease. It shall be the responsibility of the Tenderer/ Contractor to ensure that its Workers/Supervisors employed are medically fit. The Tenderer/ Contractor shall give a written declaration as regards the fitness of the Workers/Supervisors employed at the time of applying for the Gate Pass. If any employee employed by the Tenderer/ Contractor becomes or is declared medically unfit after the issuance of the Gate Pass, the DFPCL shall revoke the Gate Pass.

Failure to comply with this stipulation shall entail penalty as may be decided by the management apart from refusing entry to such Workers/Supervisors of the contractor. The decision of the DFPCL's Medical Officer in this regard shall be final.

2.02 MEDICAL EXAMINATION:

Tenderer/ Contractor should ensure that all its Workers/Supervisors deployed at DFPCL sites undergo pre-employment fitness examination. The form No.33 (Prescribed under Rule 68T &

102) should be filled up for all its Workers/Supervisors deployed and should be submitted by Him/her to user department.

Contract Workers/Supervisors completing 12 months shall undergo annual medical examination. Such examination must include the following tests: -

- 1) Complete Physical Examination.
- 2) X-Ray chest PA view (Once in Pre-employment then once every three years)
- 3) Complete haemogram (T&D, Hb at minimum)
- 4) One urine examination using Multistix.

All entries pertaining to the periodical examination must be made and maintained in form 32 (Bounded register) prescribed under Rule 68 T & 102.

Form No.32 must be maintained in bounded register & should be submitted to the OCCUPATIONAL HEALTH CENTER for records annually.

2.03 UNIFORM:

The Tenderer/ Contractor staff shall wear uniform, Boiler suite, Rainy wear (During monsoon) while working inside plant premises. They shall also wear badge/name plate while they are working at site. All labour laws/ regulations shall be strictly followed by Tenderer/ Contractor as per central/state govt. directives. Before executing the contract agreement, Tenderer/ Contractor will ensure with DFPCL P&A dept. that they are maintaining necessary records as required under labour laws.

Penalty for violation for Not wearing uniform/Boiler suit/Rainy Wear: Rs 500 for first instance per person, in multiple for next similar violations.

(A) Documents required at the time of issuance of gate passes:

Whenever the Tenderer/Tenderer/ Contractor applies for gate passes to his labours/ worker/s to enter into DFPCL premises, Tenderer have to apply on his letter head (Format with HR Department) along-with following documents. The said application should be recommended by authorized User/ Concern Dept. along with following documents.

1. Copy of Work Order issued by DFPCL
2. Copy of Temporary or Regular ESIC Card of each worker (under ESIC Act) or Employees Compensation Policy (If contract worker drawing wages more than Rs.21000/-, required authentic proof i.e. appointment letter or last month payslip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
3. In case more than 49 persons are to be engaged, Tenderer/ Contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of Allotment letter under ESIC Act
5. Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.
6. Copy of Registration certificate under Maharashtra Labor Welfare Board.
7. Copy of Registration certificate for professional Tax.
8. Copy of Register of workmen employed by Tenderer/ Contractor (Form XIII) – Rule 74

9. Copy of Employment Card (Form XIV) - Rule 76
10. Copy of Application for employment, appointment letter issued by Tenderer/ Contractor to his workers.
11. Copy of Insurance coverage covering DFPCL, as work place, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by DFPCL.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. If the job is subcontracted then no objection certificate from Contract Cell, DFPCL regarding subcontracting the work, work order issued to sub contract by the main Tenderer/ Contractor and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the subcontractor. However, the same will be with prior written consent of DFPCL only.

(B) Procedure to be followed by the contractors during the work period. Documents-/ Registers / Challans to be maintaining & photo copies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month.

- 1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the employees/ workers engaged at DFPCL site.
- 2) Monthly wage to all contract labours as per their actual attendance to be paid on or before 7th Day of every month in presence of authorized person from DFPCL. Wage slip will be issued to all Contract Labours while disbursement of wages.
- 3) PF is required to be deducted in respect of all the contract labours and deposited with PF authorities by 15th Day of the month and receipt of the same to be submitted with DFPCL.
- 4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21st day of the month and receipt of the same to be submitted with DFPCL.
- 5) Labour Welfare Fund is required to be deducted in respect of all the contract labours and deposited with concern authorities for the wages of June & December of every year within stipulated time and receipt of the same to be submitted with DFPCL.
- 6) Professional Tax is required to be deducted in respect of all the contract labours and deposited with concern authorities as per act and receipt of the same to be submitted with DFPCL.
- 7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:
 1. Wage Register in form XVII. (Under the C.L Act)
 2. Muster Roll in Form XVI (under the C.L Act)
 3. Register of deductions (under the C.L Act)
 4. Register of Overtime (under the C.L Act)
 5. Register of Fines (under the C.L Act)
 6. Register of advances (under the C.L Act)
 7. Bonus Register in Form C (under the Payment of Bonus Act)
 8. Leave register in form 20 (under the Factories Act)
- 8) Copy of all the work orders (first two pages only -applicable only if not submitted earlier) for which clearance certificate is sought for.
- 9) Copy of Monthly Wage Register.
- 10) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.
- 11) Site wise breakup of PF: If Tenderer/ Contractor is working for various other companies then the site wise breakup of Monthly PF challan/returns.

- 12) Copy of Labour License (if not submitted earlier).
- 13) In case work period is February/March, then the receipted copy of Annual PF return for that year is required.
- 14) Inspection report of PF and Labour authority.

Tenderer/ Contractor should ensure that, he has complied all statutory compliances for that particular Month before raising wage bill/invoice. DFPCL has right to hold the bill for any particular month if the Tenderer/ Contractor has not complied with the mandatory statutory compliances. The Tenderer / Contractor shall always keep DFPCL indemnified from any risk/liability/penalty arising from non-compliance of the same.

(C) Housekeeping: -

Tenderer/ Contractor shall do housekeeping and shall remove all unwanted materials from the work site immediately after completion of work. Housekeeping shall also be done in between the work to keep the work area clean & tidy. 25% of bill value will be deducted if housekeeping is not done properly.

(D) ASSIGNMENT OR SUB-LETTING OF CONTRACT:

The Tenderer/ Contractor shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of DFPCL. Any breach of this condition shall entitle DFPCL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Tenderer/ Contractor liable for payment to DFPCL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Tenderer/ Contractor shall not establish any contractual relationship between the sub-Tenderer/ Contractor and DFPCL and shall not release the Tenderer/ Contractor of any responsibility under the Contract.

(E) TENDERER/ CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC.-

The Tenderer/ Contractor shall be liable to pay all the taxes payable as per the prevailing laws made applicable or might come in force from time to time by the concerned authority. DFPCL shall not be responsible for the same.

(F) INDEMNITY -

Without prejudice to any other provisions in these conditions, the Tenderer/ Contractor shall be bound to keep DFPCL or any representative or employee of DFPCL fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law.

The Tenderer/ Contractor in contravention of such provisions, infringement or violation thereof in the course of the execution or completion of the work under the Tender/ Contract and if as a result of any such action, claim or proceedings, the Tenderer/ Contractor or such representative of the Tenderer/ Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, then Tenderer/ Contractor shall be responsible for such liability, and if, DFPCL has to take-over the liability, DFPCL shall deduct all amounts arising out of such liabilities from the Security Deposit or from the running bill of the Tenderer/ Contractor or from any other amount due and payable by DFPCL to the Tenderer/ Contractor

under this Contract or any other Contract and without prejudice to any other legal remedy available to DFPC.

(G) TENDERER/ CONTRACTOR TO COMPLY WITH ALL LAWS ETC. -

The vendor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Vendor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be livable on account of his operations involved under this Contract.

The Tenderer/ Vendor shall make good at his own cost any damage to the property of the Company or any other body, persons, local authorities etc due to or arising from operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable from the Bank Guarantee or Security Deposit of the Tenderer/ Vendor.

(H) CONFIDENTIALITY -

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

(I) RELATIONSHIP -

Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

(J) WAIVER -

The failure of either party to enforce at any time any of the provisions of this agreement shall not be considered to be a waiver of the right of such a party thereafter to enforce each and every provision.

(K) ENTIRE AGREEMENT -

This Agreement supersedes all oral and written representations and agreements between the parties, including, but not limited to any earlier agreement relating to the subject matter thereof and/or any other agreement between the parties in relation to the subject matter thereof.

(L) AMENDMENT -

The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

Scope of Work

TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT FOR SCAFFOLDING JOBS IN DFPCL PLANTS LOCATED IN TALOJA

1. INTRODUCTION:

Scaffolding work is a service required at DFPCL Taloja site where work is to be carried out at height. The work scope includes provision of all scaffolding materials including necessary and required accessories, tools and tackles, all required manpower, supervision and erection of scaffolding at all locations, heights, inside and outside equipments as per drawings, specifications, specified safety standards and instructions of Engineer in Charge. The detailed scope is given under the specific service item descriptions below.

2. ABBREVIATIONS AND DEFINITIONS:

EIC: Engineer - in - Charge as defined in the General Conditions of Contract.

ISBL: Inside Battery Limit - The areas designated at individual sites by the company as forming part of inside battery limit.

OSBL: Outside battery limit - The areas designated at individual sites by the company as forming part of outside battery limit.

PPE: This refers to Personal Protective Equipment and covers all necessary personnel protective equipment to be used by Tenderer/ Contractor staff and workmen for executing the works under the contract.

DOR: Division of Responsibility - This refers to the division of responsibility for providing the items specifically mentioned under the heading DOR in this document. The DOR is only for providing the item and

it is the contractor's the responsibility to execute and operate safely the company provided items.

UOM: Unit of Measurement

3. JOB COMPLETION TIME:

The total contract duration is as specified in the contract. However, for individual works from time to time as and when need arises, separate intimations shall be issued from individual plants/ EIC. Tenderer/ Contractor shall ensure mobilization of all required resources and completion of the job including dismantling, etc. as per EIC instructions.

Job completion means including removal of waste material and housekeeping of work spot without which job completion certification shall not be issued.

4. WORKING HOURS:

Normal working time shall be same as the general shift timing i.e. from 09:00 to 17:30 hours. This will be 8 working hours excluding lunch time.

However, based on the job requirement and instructions of EIC, Tenderer/ Contractor shall work beyond normal working hours also. No separate / additional compensation shall be payable for the same.

5. MOBILIZATION:

Tenderer/ Contractor shall arrange for necessary materials, workmen and supervision to start the work within 4 hours of instruction from EIC. In case of emergency or shutdown, Tenderer/

Contractor shall mobilize all required resources and start the work within 2 hours of instruction of EIC.

Scaffolding material requirement shall be assessed as per the job requirement in consultation with EIC as per the scaffolding standard and shall mobilize at site.

Tenderer/ Contractor shall complete all formalities for its staff & workmen with company's Security Dept. as required for gate pass and mobilize the manpower as per the requirement of EIC. Tenderer/ Contractor shall interact with Safety department of company for scheduling training program for its total untrained personnel prior to entering into complex.

Tenderer/ Contractor shall initiate gate pass request to EIC, then submit to security in advance as required to mobilize manpower.

6. DETAILED SCOPE OF WORK:

Area of allocation: All DFPCL plants located at TALOJA

Providing and erection of scaffolding at all required locations using 1-1/2-inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement, provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations, removal of the steel gratings, scaffolding pipes & all other scaffolding materials on completion of the job. The job includes provision of all required tools & tackles, lifting arrangements like chain pulley blocks, all consumables and qualified, experienced and trained supervision and labour, mobilizing and demobilizing scaffolding material and all necessary and required accessories, tools and tackles from contractor's storage locations, handling at intermediate storage locations at site if any, and completing the job as per standards, specifications and instructions of the EIC.

If the company at its discretion issues scaffolding material (scaffolding pipes, clamps, steel gratings / jallies, ladders), the Tenderer/ Contractor shall collect the same from company designated storage locations, perform all handling required, including those at temporary storage locations, handover all the materials to the company on completion of the job at the designated storage locations, including stacking the same as per instructions of the EIC.

7. TENDERER/ CONTRACTOR SUPPLIED MATERIALS:

The following scope of work & materials shall be supplied by the contractor

Vendor to provide Supervisor who has undergone Training in Erection & Dismantling of Scaffolding from reputed agency and having minimum 5 years' experience to be deployed at site. (Vendor to submit the details such as Training course attendance certificate, Years of Experience in carrying out scaffolding jobs, to Job coordinator prior to mobilization at site)

Vendor to ensure a dedicated Competent Supervisor for each Erection and dismantling of scaffolding jobs.

Supervisor to ensure Tool box talk has been provided and recorded before starting the work. Supervisor at site should provide training to his employee on six monthly basis and keep their training record for our scrutiny whenever demanded.

Contractor supervisor should verify and tag the scaffold for safe to work, which will be further verified by area Incharge and safety officer.

Supervisor should ensure alternate competent supervisor on the job in case he has to leave the site due to some urgency. Without alternate suitable arrangement he will not be allowed to leave the site.

The following materials shall be supplied by the contractor

All scaffolding material as per standards specified in this document- (For work under specific service codes)

All accessories for scaffolding

All tools and tackles required for the performance of the services

All equipment and accessories required for material handling / shifting / storing.

All PPE required for the Tenderer/ Contractor workmen and staff like dust masks, safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.

8. DIVISION OF RESPONSIBILITY:

8.1 Under Contractors scope -

- a. Accommodation to workmen
- b. Accommodation to Tenderer/ Contractor staff
- c. Vehicle for transportation of workmen
- d. Vehicle for transportation of Tenderer/ Contractor material within site
- e. Vehicle for transportation of FIM within site
- f. Mobile lifting equipment for loading / unloading / shifting of Tenderer/ Contractor material within site
- g. Tenderer/ Contractor office
- h. Telephone facility on chargeable basis
- i. Safety tapes
- j. Display boards
- k. Material lifting equipment like chain pulleys, etc
- l. PPE for workmen and staff.
- m. Scaffolding pipes
- n. Scaffolding clamps
- o. Scaffolding jallies, planks/steel gratings, toe guards,

8.2 Under DFPCL Scope -

Space for Tenderer/ Contractor office inside company premises subject to availability.

9. SPECIFICATIONS, CODES AND STANDARDS:

The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC.

IS 2750: Steel scaffolds

IS 1161: Specification for steel tubes for structural purposes

IS 1570 (Part I): Schedule of wrought steel for general engineering purposes

IS 4014: Steel tubular scaffolds

IS 3696: Scaffolding safety codes

In addition to the above, specific HSE and service execution

specifications and standards may be advised to the contractors by the EIC.

Site specific procedure is listed below.

CONSTRUCTION SAFETY MANUAL

- a. Independent Scaffold - scaffold supported by two rows of upright independent of the structure under construction/repair.
- b. Putlog Scaffold - scaffold supported by a single row of uprights in combination with load bearing parts of the structure.
- c. Individual Component Type Scaffold - consists of an assembly of individual tubes and fittings.
- d. Unit Frame Type Scaffold - consists of an assembly of prefabricated frame suitably connected or fitted and used in combination with or without individual tubes.

Material:

The steel tubes used shall be 40 mm nominal bore of medium class seamless having cross-sectional area of 5.63 sq.cm conforming to grade Yst 22.

Storage:

- a. Steel tubes and scaffolds shall be stacked horizontally. Used scaffold materials returned from plant should be thoroughly inspected.
- b. Prior to storage and any defective materials such as cracked or split boards, bent or corroded tubes, twisted or broken couplers etc. shall be discarded and returned to storage locations under intimation to EIC.
- c. Un-galvanized tubes and frames shall be painted with red oxide primer periodically.
- d. Scaffold fitting should be in good condition and well lubricated to ensure easy and positive movement.
- e. Scaffold materials removed from one location shall not be used at another place without prior inspection.

10. EXECUTION PROCEDURE:

The procedure mentioned herewith is to be read in conjunction with the specifications, standards mentioned elsewhere in the document. The execution procedure mentioned here is not exhaustive and the Contractor

shall prepare a method statement of the work execution and submit the same to EIC for approval. All work shall be executed as per approved procedures only.

Following are the main types of Scaffolding to be erected and dismantled.

- a. Steel tubular scaffolding
- b. Independent Unit Frame Type Scaffolding
- c. Putlog type scaffolding Individual Component Type
- d. Putlog type scaffolding Unit frame type
- e. Hanger type/ Jhula / Boatswains Chair: Shall consist of Jhula/Platform to support a workman in sitting position, supported by rope slings attached to a suspension rope.

Tenderer/ Contractor shall make itself fully conversant with the locations and the type of job to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. He shall contact the respective Engineer-in-charge for this purpose.

The Tenderer/ Contractor shall prepare plan for execution of jobs and get the same approved by Engineer-in-charge. The Tenderer/ Contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress

10.1 Scaffolding erection procedure

Execution of job includes execution of all preceding and connected jobs.

The Tenderer/ Contractor shall:

- 10.1 a. Obtain a work permit from Operations / Maintenance department providing scaffold number, description, location etc.
- 10.1 b. Ensure the ground is firm and suitable for the proposed scaffolding work.
- 10.1 c. The distance between consecutive uprights is dependent upon the height and load to be carried by the scaffold, but shall never exceed 2.5 m.
- 10.1 d. Except on the side adjacent to the site of work, all uprights shall extend at least 1 m. above the top most working platform and a suitable guardrail is to be provided.
- 10.1 e. While erecting the scaffolding, a warning sign "NOT SAFE FOR USE" indicating scaffold number will be displayed on the scaffolding.
- 10.1 f. Bracings shall be fitted as the height of the scaffold progresses.
- 10.1 g. All scaffolding shall be adequately stiffened, both longitudinally and transversely.
- 10.1 h. The end of boards shall not extend more than 6" beyond putlog.

10.1 i. The number of boards required on any platform to be provided as per the requirement of Engineer-in-charge.

10.1 j. Scaffolding above 2 m. height shall be provided with a certified ladder. The ladder shall be placed on firm ground and securely clamped to the scaffold at the top.

10.1 k. Every scaffold is to be adequately braced to make it rigid and tied or guyed to increase the stability to take care of extreme wind conditions.

10.1 l. DO NOT CLIMB CROSS BRACES. Use only an access (climbing) ladder, access steps, frame designed to be climbed or equivalent safe access to scaffold.

10.1 m. DO NOT ERECT SCAFFOLDS NEAR ELECTRICAL POWER LINES UNLESS PROPER PRECAUTIONS ARE TAKEN.

10.1 n. ALL BRACKETS shall be seated correctly with side brackets parallel to the frames and end brackets at 90 degrees to the frames. Brackets shall not be bent or twisted from normal position. Brackets (except mobile brackets designed to carry materials) are to be used as work platforms only and shall not be used for storage of material or equipment. When brackets are used, the scaffold shall be tied to the structure or otherwise restrained to prevent tipping.

10.1 o. Railings are to be provided for all working platforms higher than 2 m above the floor level.

10.1 p. The platform edges of every scaffold shall be equipped with toe guards to eliminate hazard of tools or other objects falling from the platform.

10.1 q. The following minimum widths of platforms for various types of uses mentioned below should be adhered.

10.1 q.1. For platform not more than 2m from ground and use of platform is limited to work of painters, decorator or similar workmen - 300 mm.

10.1 q.2. For platform not more than 2m from ground and use of platform is for all other works with men and tools only - 500 mm.

10.1.q.3 For platform more than 2m from ground and use of platform is for works with men, tools and material - 900 mm

10.1 r For platform more than 2m from ground and use of platform is for works with men, tools, and material and wheel barrows - 1200 mm

10.1 s. All platforms, gangways, runs or stairs shall be kept free from any loose material, obstruction, garbage and projecting rails.

10.1.t. Where scaffolds are erected over footpaths or other areas over which persons work or pass under protection against hazard of falling object is to be provided.

10.1.u. A safe and convenient means of access should be provided to all platform level of scaffolds. These may consist of ladders, ramps and / or stairways.

10.1.v. The Tenderer/ Contractor should erect the scaffolding taking into consideration of the load bearing capacity requirements of the scaffold.

10.1.w. Each supporting member used in the construction of runways, platforms, ramps and scaffolds shall be securely fastened and braced. The supporting member shall be placed on a firm, rigid, smooth foundation of a nature that will prevent lateral displacement.

10.1.x. In case both light and heavy-duty scaffolds are used in close vicinity, conspicuously placed notice boards shall indicate the light duty scaffolds and the limits on their usages.

10.1. y Care shall be taken to see that no un-insulated electric wire exists within 3 m of the working platform, gangways, runs etc, of the scaffold.

10.1.z While carrying bars, rods or pipes of any kind conducting material of length greater than 3m, in the vicinity of electric wires, special care shall be taken that these do not touch the electric wires.

10.1.ac. Care shall be taken against any possibility of timber parts in scaffolds catching fire.

10.1.ad. Scaffolds on thoroughfares shall be provided with warning lights, if general lighting is not sufficient to make it clearly visible.

10.1.ae. Access to fire alarms, cable tunnels, hydrants etc. shall remain free at all times. Care should be taken for underground cables and equipment when parts of scaffolds or other fasteners have to be driven in the ground.

10.2 Dismantling Procedure

The contractor shall:

- 10.2.a Obtain a work permit from Operations / Maintenance department providing scaffold number, description, location etc.
- 10.2.b For dismantling, clearance from Engineer-In-charge is to be obtained giving the scaffold number, location etc.
- 10.2.c Scaffolding shall be dismantled from the top. On no account must bracings, ties, takers etc. be removed on sections lower than that which is being dismantled.
- 10.2.d Always stay within the inside of the scaffold. Do not climb on the outside for any reason when dismantling. Do not climb on ties, braces or unbraced frames.
- 10.2.e Only remove fastening devices from bottom of frames being removed.
- 10.2.f Lower scaffolding components in a safe manner as they are dismantled. Avoid dropping or throwing the components as this could result in damage to the equipment, or injury to personnel below.
- 10.2.g No scaffolding material shall be allowed to fall or thrown down while erection / dismantling of the scaffold.
- 10.2.h Dismantled scaffold to be returned to the storage location and neatly stacked.
- 10.2.i COMPONENTS SHOULD BE LOWERED as soon as dismantled in safe manner so as to protect personnel below.
- 10.2.j DO NOT ACCUMULATE EXCESS COMPONENTS OR EQUIPMENT on the level being dismantled

11 Schedule of penalties for violations of Contract

- 11.1 Type of violation-Supervisor & Employee found at site without having undergone Training safety induction training
First Time-Rs.500/- per employee
Repetitions-Rs.1000/- Per employee+ Warning Letter.
Frequent Safety violations-(More than 3 times) Termination of Supervisor from site.
- 11.2 Type of violation-Supervisor not maintaining records for effective six monthly refresher training by third party for his employee & Employee found at site without having undergone training in erection & dismantling of Scaffolding.
First Time-Rs.500/- per employee
Repetitions-Rs.1000/- Per employee+ Warning Letter.
Frequent Safety violations-(More than 3 times) Termination of Supervisor from site. + Review for de-listing.
- 11.3 Type of violation-Employee found without using required PPE such as Helmet, Safety Goggles, hand gloves, Safety belt with Harness while erecting & Dismantling Scaffolding.

First Time-Rs.500/- per employee

Repetitions-Rs.1000/- Per employee+ Warning Letter.

Frequent Safety violations-(More than 3 times) Termination of Employee from site.

11.4 Type of violation-Employee found without safety belt or without anchoring the safety line at height, while working on scaffold.

First Time-Rs.500/- per employee

Repetitions-Rs.1000/- Per employee+ Warning Letter.

Frequent Safety violations-(More than 3 times) Termination of Employee from site.

11.5 Type of violation-Non-compliance of HSE&F procedures/standard practises as mentioned in the contract

First Time-Rs. 1000/-

Repetitions-Rs.5000/- + Warning Letter + Review for de-listing.

Frequent violations-(More than 3 times) Termination of Contract from site.

11.6 Type of violation- Non Availability of Qualified Supervisor during erection & Dismantling of scaffolding above 3 Meters Height.

First time- Termination of Supervisor from site + Review for de-listing.

11.7 Type of violation-Carrying out job in an unsafe manner having potential for serious consequences e.g. fall accident, damage to property electrocution etc.

First Time-Rs.5000/-each observation

Repetitions-Rs.10000/-each observation+ Warning Letter + Review for de-listing.

Frequent violations-(More than 3 times) Termination of Contract from site.

12. MODE OF MEASUREMENT:

Measurement of work will be made as per the UOM mentioned in the SOR and as per specification.

For all types of Scaffolding, (except inside CT where UOM is SQM), the unit of measurement is Cu.M (Cubic Meter) which is the measured volume of the scaffold. The measurement shall be as defined below:

a. The height of the scaffold is measured from the base of the scaffold to the top of the highest platform.

b. Volume of the scaffold is the product of the area obtained between equipment side wall and the scaffolding legs or the area occupied by the topmost platform whichever is less and the height of the scaffold.

c. Separate service line items have been provided for scaffolding measurement based on the height of the scaffold.

d. Sample calculation of scaffold quantity is below:

Case 1 - scaffolding from 0 M base elevation

Elevation in M Rate in Rs. Qty in CUM

0-8 M R1 Q1

8-16 M R2 Q2

16-32 M R3 Q3

32-48 M R4 Q4

Measurement:

Billing amount = $Q1 \times R1 + Q2 \times R2 + Q3 \times R3 + Q4 \times R4$

Case 2 - Scaffolding from 15M base elevation

Elevation in M Rate in Rs. Qty in CUM

8-16 M R2 Q2

16-32 M R3 Q3

Measurement:

Billing amount = $Q2 \times R2 + Q3 \times R3$

13. RETENTION OF SCAFFOLDING:

Scaffolding once built using contractor's scaffolding material may be retained for a maximum period of 14 days. If it is to be retained for a longer period beyond 14 days, an extra charge of 10% of total amount of erected scaffolding per month or part thereof shall be payable to the Tenderer/ Contractor on pro-rata basis.

14. SCHEDULE OF RATES

Sr no	SERVICE NO	Description	UOM	RATE (Rs)
		SERVICE SHORT TEXT (40 CHARACTER)		
1	103234	SCAFF ELEV 0-15M, WITH CONT MAT	1	M3
2	103236	SCAFF ELEV 15-30M, WITH CONT MAT	1	M3
3	103238	SCAFF ELEV 30-45M, WITH CONT MAT	1	M3
4	103240	SCAFF ELEV 45-60M, WITH CONT MAT	1	M3
5	103242	SCAFF INSIDE VESSEL WITH CONT MAT	1	M3
6	103244	SCAFF INSIDE CT WITH CONT MAT	1	M2

15. STATUTORY COMPLIANCE:

YOU WILL COMPLY WITH ALL STATUTORY REGULATIONS LIKE PAYMENT AS PER MINIMUM WAGES, PF, MAINTAINING REQUISITE RECORDS VIZ. VARIOUS REGISTERS AND SUBMITTING THE SAME TO P&A DEPT. EVERY MONTH AS WELL AS WHENEVER ASKED FOR BY DFPC. IN CASE OF FAILURE TO COMPLY WITH THE REGULATIONS, APPROPRIATE DEDUCTIONS WILL BE MADE FROM MONTHLY BILLS, IN ADDITION TO PENALTY DEDUCTIONS AS AGREED.

16. MINIMUM SAFETY MEASURES TO BE TAKEN: - As required.

The contract can be terminated by either party with two months' notice. However, we reserve the right to terminate the contract forthwith without any compensation in case of un-satisfactory services or breach of contract terms by the contractor.

17. INVOICING: Invoice to be submitted for the services rendered during the previous month to our Job Co-coordinator for his certification and further processing. The invoice should accompany the daily time-sheet for forklift usage, with due certification by Job Co-coordinator.

18.SAFETY

1. The contractor shall follow safety rules & regulations, safety procedures as per the safety standards and comply with the safety requirements.
2. The contractor is required to deploy forklift operators who are trained and skilled and well familiar with hazards and safety precautions.
3. The site staff and workers of the contractors are required to undergo safety orientation before they are assigned work at site. No person shall be allowed at work site without safety orientation.
4. The contractor shall ensure that any time during the performance of the work his personnel are fit to execute the tasks assigned and are not under the influence of any alcoholic liquor, drug or other intoxicating substances.
5. The contractor shall make himself and all his forklift operators familiar with emergency procedure and response action to respond rightly in the event of any emergency due to fire/gas leak, etc. in the operating plants at site.
6. It is the responsibility of the contractor to ensure good housekeeping at work site. The left-over scrap material after repairing of forklifts to be removed immediately from the work place to avoid accident and work area shall be kept tidy.
7. Shift relieving system at work place to be followed. Person should not leave workplace without permission of shift Incharge – Bagging plant.

19.Schedule of penalties for safety violations

Use of PPE is mandatory, and non-compliance shall be viewed seriously. Punitive actions including financial penalty may be imposed for safety violations

1. Type of violation- Employee found without using required safety equipment
First Time-Rs.50/- per employee
Repetitions-Rs.100/- Per employee
Frequent Safety violations-Rs.100/- Per employee + warning letter
2. Type of violation-Carrying out job in an unsafe manner having potential for serious consequences e.g. accident, damage to property electrocution etc.
Penalty -Rs.1000/- OR actual cost of damage
3. Types of violation – Found sleeping on duty.
Penalty of Rs. 500/- per person.

JOB CO-ORDINATOR: MR. M.B. Kalghatgi

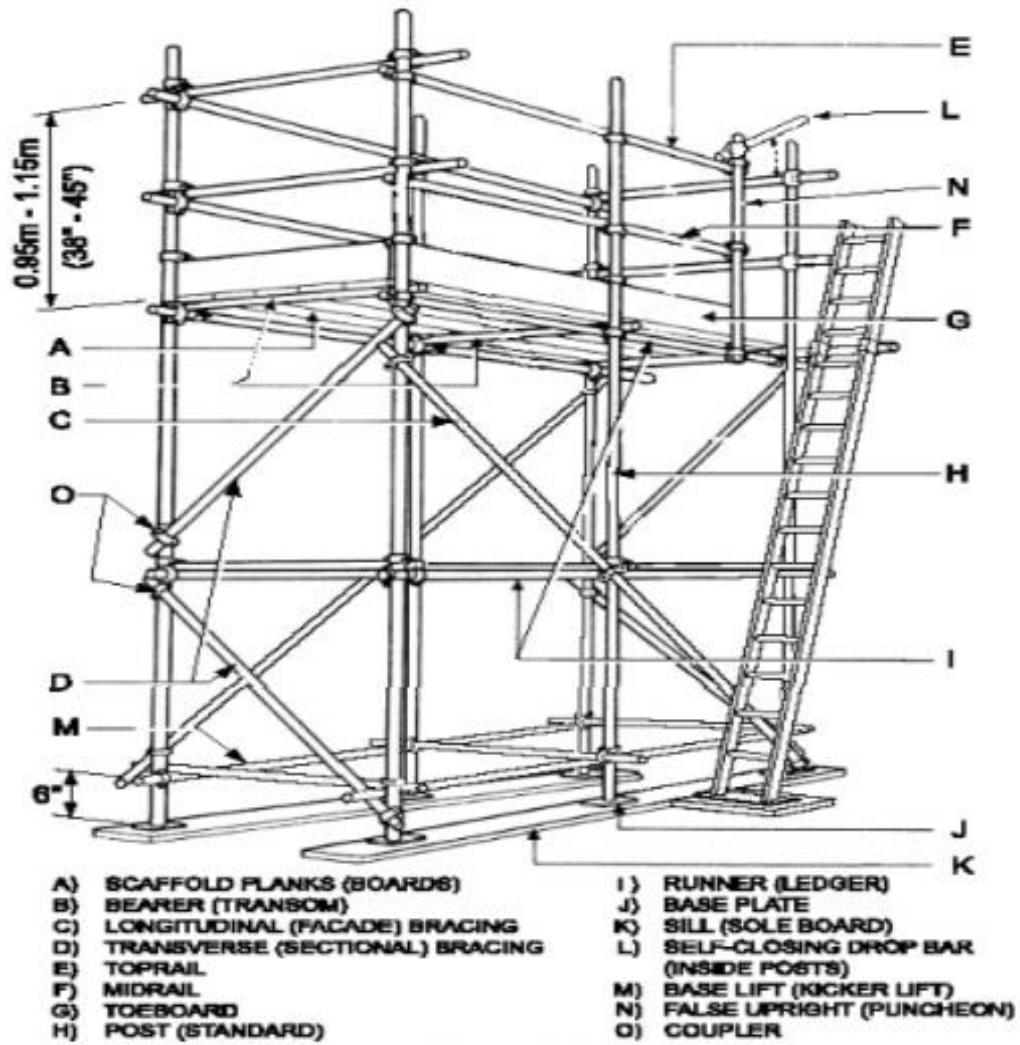


FIGURE 11.1

PRICE BID FORMAT

Price to be quoted online and should include Uniform and PPE.

Sr no	Description	Tentative QTY	Unit of Measurement
	SERVICE SHORT TEXT (40 CHARACTER)		
1	SCAFF ELEV 0-15M, WITH CONT MAT	65731	M3
2	SCAFF ELEV 15-30M, WITH CONT MAT	5266	M3
3	SCAFF ELEV 30-40M, WITH CONT MAT	199	M3
4	SCAFF ELEV 30-45M, WITH CONT MAT	647	M3
5	SCAFF ELEV 45-60M, WITH CONT MAT	359	M3
6	SCAFF INSIDE COOLING TOWER WITH CONT MAT	126	M2
7	SCAFF INSIDE CT WITH CONT MAT	345	M2
8	SCAFF INSIDE VESSEL WITH CONT MAT	372	M2

Commercial Terms and Conditions

- 1) Mobilization: Within 7 days from the date of receipt of PO/ email confirmation.
- 2) Payment Terms: Monthly one R.A (Running Bill) Bill within 15 days which is to be certified by our job coordinator.
- 3) The quantity may vary +/- on either side during the tenure of the contract, however the total value of the contract will not change. Tenderer/ Contractor will be paid as per the actual execution of the job which is to be certified by our job coordinator.
- 4) Validity of the contract: 1 Year from the date of receipt of PO. The contract may be extended by another 6 months with the same rates if the quantities are not fully utilized. Even after extension of the contract if the quantities are still not fully utilized then the contract will be terminated by DFPCL.
- 5) Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications
- 6) Security Deposit: - 10% of basic order value will be retained by DFPCL or equal amount of Bank Guarantee will be submitted by the Tenderer/ Contractor or will be deducted from Tenderers First 3 Monthly Bills against this contract and NO INTEREST will be payable by DFPCL on this amount and it will be refunded to you only after expiry of the contract.
- 7) Force Majeure condition:
The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act , Accident , Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.
- 8) Jurisdiction:
The Court at Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Vendor/ Supplier and Company.
- 9) Arbitration:
Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) or any enactment or amendment thereof. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.
- 10) Termination: A. The contract/ tender can be terminated by either party i.e. DFPCL or the Contractor/ Tenderer, after giving two (2) months' notice to the other party. However, DFPCL reserves the right to terminate the contract without giving any notice in case of the Tenderer/

Contractor commits breach of any of the terms of the contract. DFPCL's decision in such a situation shall be final and binding on the Contractor/ Tenderer without any objection or resistance.

B. On termination of the contract, the Contractor/ Tenderer will hand over all the equipment's/furniture/article etc. supplied by DFPCL (if any) in good working condition back to DFPCL except normal wear and tear.

C. If the successful bidder/ Tenderer/ Contractor withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge /Job contract, DFPCL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements. The Tenderer/ Contractor shall continue till such time DFPCL finds alternative arrangement.

D. In case it is found that any information furnished by the Tenderer/ Vendor/ Supplier is false or incorrect, the Company at its sole discretion may terminate the Contract/ Order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/ Vendor/ Supplier.

Any loss incurred by the Company in this respect will be on Suppliers/ vendor's account.

11) CONTRACTOR TO COMPLY WITH ALL LAWS ETC.

The vendor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Vendor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be livable on account of his operations involved under this Tender/ Contract. The Tenderer/ Vendor shall make good at his own cost any damage to the property of the Company or any other body, persons, local authorities etc due to or arising from operations involved under this Tender/ Contract and the Company shall have the right to recover the cost of damage from dues payable from the Bank Guarantee or Security Deposit of the Tenderer/ Vendor.

12) CONFIDENTIALITY

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Tenderer/ Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

13) RELATIONSHIP:

Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

14) WAIVER:

The failure of either party to enforce at any time any of the provisions of this agreement shall not be considered to be a waiver of the right of such a party thereafter to enforce each and every provision.

15) ENTIRE AGREEMENT:

This Agreement supersedes all oral and written representations and agreements between the parties, including, but not limited to any earlier agreement relating to the subject matter thereof and/or any other agreement between the parties in relation to the subject matter thereof.

16) AMENDMENT: The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

17) Declaration of Tenderers/ Contractors Relation with DFPCL Employee(s):

Should a Tenderers/ Contractors have a relation or in the case of a firm, one or more of its partners a relation or relations employed in DFPCL or in case of company any of its official or relations employed in DFPCL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which DFPCL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of DFPCL is/ are employed, with the Tenderers/ Contractors, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of DFPCL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL from time to time. If the Tenderer/ Supplier fails to inform the same, DFPCL shall at sole discretion may reject the tender.

18) The Tenderer/ Contractor shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the "NITT".

19) Dispute not to hold up works:

The successful Tenderer(s) shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Tenderer shall be considered as a breach of contract and DFPCL reserves the right to take such action as it may deem fit keeping its interest as paramount.

20) Job Controller – Mr. Mahesh Kalghatgi of DFPCL shall be the job controller.

21) The rates quoted by the suppliers shall remain firm till the completion of contract period and also during extended period if any. No escalation on any other ground shall be allowed.

On Contractor's letterhead)

DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF B.G. / S.D.

- 1) Whether your Firm/Company is blacklisted by DFPCL or any other Public Sector / Govt. / Quasi-Govt Organisation / any other client : **Yes / No**. If yes please mention details.
- 2) Whether your Contract was terminated before expiry of Contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client : **Yes / No**. If yes please mention details.
- 3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust : **Yes / No**. If yes please mention details.

(Signature of the Tenderer/ Contractor & Seal)

.....

(On Contractor's letterhead)

INFRASTRUCTURE / RESOURCES :

1. Total number of resources employed : _____
2. No. of branch offices : _____ (details of address, Telephone No., Fax No. etc.)
3. No. of FMS Contracts engaged in Mumbai with Avg value of Contract:

(Signature of the Tenderer/ Contractor & Seal)

.....

(On Contractor's letterhead)

GENERAL INFORMATION:

1. Name & address of the Tenderers Firm / Company : _____
2. Office Telephone No. : _____
3. Office Fax No. : _____
4. Year of Establishment : _____
5. Constitution of the Firm : Proprietorship/Partnership/Pvt. Ltd./ Pub Ltd. Co./Co-operative .
6. Name, Address of Partner / Directors : _____
7. Name of contact person : _____
8. Telephone no. of contact person: Office _____
Residence _____
Mobile _____
9. Name & Designation of Authorized Signatory : _____
10. Details of sister concerns
 - a) Name & Address:
 - b) Activities engaged in by Sister Concern:
 - c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of Sister concerns.

(Signature of the Tenderer/ Contractor & Seal)