

TENDER DOCUMENTS

FOR PROVIDING HOUSEKEEPING SERVICES AT K-1 TALOJA

DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LIMITED Registered office: Sai Hira, Survey No: 93, Mundhwa, Pune – 411036, Maharashtra Works: PLOT K1, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.

TENDER DOCUMENT FOR HOUSEKEEPING SERVICES THROUGH ONLINE REVERSE AUCTION

Tender Ref.: DFPCL/HK/2019-21/003

Dated: 21.09.2019

The bids are invited in two sealed envelopes (Technical offer, unpriced commercial offer and EMD in one sealed envelope & price bid in another sealed envelope) specified against each as detailed here under. Each sealed envelope & outer sealed - big cover shall be super scribed with Tender Reference Number, Name of Work & content in it.

Stage I Bidding (Technical bid)

Sealed Envelope –I: Scope of works, General Terms & Conditions, Unpriced Commercial offer, duly accepted by the participating bidder

Sealed Envelope–II: Earnest Money Deposit (EMD) for amount of Rs. 50000/- & Price bid (Please be guided with Annexure I on EMD clause)

Exceptions and deviations, which tenderer may desire to stipulate. (Tenderers are advised to submit the Tender strictly on the conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then they may be stipulated. The Company DFPCL/ STL reserve 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/ STL).

Stage II Bidding (Price bid)

Tenderer will submit the price bid online as Request for Proposal (RFP) through the platform provided by Ariba – DFPCL/STL's service provider for online platform.

Submission & opening of the Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component & send the documents through hand delivery. The Sealed envelopes should be hand-delivered to the following address:-

Mr. Sunil Bane Deepak Fertilisers and Petrochemicals Corporation Ltd. Plant K-1, MIDC Industrial Area, Taloja-410208, Dist.- Raigad (MS)



Contact: 022 5068 4076 E-mail: sunil.bane@dfpcl.com

Last date for receipt of completed and sealed tender: 15:00 hrs on 15/10/2019

The Bid documents shall be opened in the presence of the DFPCL/STL's Authorized representatives.

All the documents as per Stage I bidding should be handed over to Mr. Sunil bane (Purchase Dept.) Ph: 022-5068 4076, Mr. Nilesh Lute – Sr. Manager Materials, 022 5068 4117.

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.

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/STL. DFPCL/STL 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 Mr. Ganesh Suryarao (Admin. Dept) Telephone No.: 022-5068 4053.

For commercial queries, you may contact Mr. Sunil Bane Tel No 022 5068 4076

Thanking you,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Limited & Smartchem Technologic Pvt. Ltd

S. Behera. GM (Commercial)



INDEX

Particulars	Page
ANNEXURE – I General Terms and Conditions for Tender submission	4
Instructions for submission of tender & Procedure for Reverse Auctioning	6
Contractor's Prequalification	10
Special conditions, Medical Examination of Contractor's all staff including skilled, unskilled & semi-skilled manpower deployed on job inside DFPC premises:	11
ANNEXURE – II EHS requirement & safety instructions to contractors	18
ANNEXURE - III Statutory Regulations	21
ANNEXURE – V <u>Price Bid Format (to be filled in online of Ariba's E-procurement portal)</u>	23
General commercial terms	24
Scope of works	27
Declaration to be given on Contractor's letterhead	36
Penalties	39

ANNEXURE I

1.0 General Terms and Conditions for Tender submission: -

- (a) Earnest Money Deposit of Rs. 50,000/- (Rupees Five thousand only) in the form of Bank demand draft drawn in favor of Deepak Fertilisers And Petrochemical Corporation Limited, on any nationalized bank or any reputed private banks, like IDBI, Axis Bank, etc. The same should be submitted along with tender document. The Earnest Money Deposit will not carry any interest.
- (b) DFPCL/STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason. Late tender will not be accepted / received.
- (c) 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 forfeiting of EMD.
- (d) 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.
- (e) The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
- (f) If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the DFPCL/STL reserves the right to reject such tenders without assigning any reason.
- (g) Not more than one tender will be submitted by one Tenderer for the same work.
- (h) All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
- (i) Tenderers have to submit details along with documentary evidences for the following:
- 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company or LLP.
- 2] Registration certificate with PF organization for allotment of PF code number.
- 3] Registration certificate of GST.
- 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 No.
- 9] Tenderers are advised to submit their bids strictly on the terms & conditions of the bid document and not to stipulate any deviation. (However this is subject to deviation that will

PAGE 4

BIDDERS' ACCEPTANCE . (ATTACH A SEPARATE NOTE, INCASE OF ANY DEVIATION)

(BIDDER'S SIGN & COMPANY SEAL)

impact commercial value of the contract, & such deviation may be added separately & marked appropriately).

- 10] ISO Certification holder: Name of certification: ------Validity: -----(Enclose attested Copy)
- 11] Organization Chart: Executive ----- Technical Staff------ (Enclose attested Copy with 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 DFPCL need not to submit the documents mentioned above.

2.0. Instructions for submission of Tender:

- a) The Tenderers are advised to meticulously understand the complete scope of work including the Annexures before submitting their bid.
- b) Tenderer should quote 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.
- c) Tender format should contain columns for amount in Rupees (if any).
- d) The Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing about tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.
- e) 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 & statutory compliances to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
- f) It will be obligatory on the part of Tenderer to sign the documents for all the component part on each page.
- g) 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.
- h) 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 Management of DFPCL/STL.
- i) No Bidder can 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/STL 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. 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 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)

- a) Forfeiture of EMD: The EMD will be forfeited in any of the following cases
- 1. If for any reason the bidder withdraws his bid at any time after opening bids.
- 2. If the bidder refuses to commence the work within the stipulated period as per the Letter of Intent (LOI) / Work Order / Purchase Order.

b) Refund of EMD

- 3. The EMD of the successful bidder shall be returned to the bidder after the commencement of work as per timelines given by DFPCL/STL and on receipt of irrevocable Bank Guarantee towards security deposit.
- 4. The EMD of the bidder who has submitted the tender but was not evaluated to be L1, shall be returned to the bidder after one month from the date of submission of tender.
- c) 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.

6.0 Right of acceptance & rejection of Tender:

DFPCL/STL 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 of any nature etc. whatsoever will be entertained by DFPCL/STL. If a Tenderer / Contractor whose past performance has not been found satisfactory in the opinion of DFPCL/STL, then DFPCL/STL reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders. The decision of DFPCL/STL regarding performance evaluation shall be final & binding on the Tenderer/ Contractor.

7.0 Validity of bids:

Bids should be valid for at-least 120 days after the date of price bid opening prescribed by the STL. A bid valid for a shorter period may be rejected at the discretion of DFPCL/STL. In exceptional circumstances, DFPCL/STL 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/STL. Where bidder is unwilling to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder as per EMD refund policy of DFPCL/STL. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by DFPCL/STL due to change in specifications / scope or otherwise.

8.0 DFPCL/STL's decision for award of contract shall be final and binding on all the tenderers

Procedure for Reverse Auctioning: -

1. **Reverse Auction**:

- a. DFPCL/STL 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/STL 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/STL 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.
- c. **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.
- d. After the completion of Reverse Auction, the Closing / Final Price (CP) shall be available on auction screen.
- e. During Reverse Auction, if no bid is received within the specified time, DFPCL/STL, 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
- f. Placement of order on the conclusion of Reverse Auction shall be at the discretion of DFPCL/STL. Bids once made by Tenderer, cannot be cancelled or withdrawn. If bidder withdraws the bid, then the EMD of the bidder will be forfeited.
- g. It shall be the prerogative of DFPCL/STL to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case DFPCL/STL decides to have more than one supplier.
- h. The Tenderer shall be assigned a Unique Username & Password by DFPC and STL'S Service provider. The Tenderers are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from DFPCL/STL Service provider. To ensure confidentiality. All bids made from the Login ID given to Tenderer will be deemed to have been made by them.
- i. 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.

- j. DFPCL/STL'S decision for award of Contract shall be final and binding on all the Tenderers.
- k. DFPCL/STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

Contractor's Pre-qualification:

The following are the prequalification criteria for submission of Tender document. The bidders are advised to provide documentary proof against each of the following points. Such documents should accompany as a part of Technical Bid (Stage I Bid)

- (viii) Only professionally competent contractors having completed should participate in the Tender.
- (ix) The contractor should have a minimum Annual Turnover of Rs.15.00 lacs, including group companies.
- (x) The net-worth of the bidder should be positive during the preceding three financial years.
- (xi) The contractor should not have any record of being de-barred or blacklisted by any State / Central Govt. Dept. / any public / private organization. Compliances with the provisions all the personnel related statutes (and the corresponding rules framed under these various statutes) as may be applicable including, but not limited to statutory compliance like registration under ESIC Act, PF Act, GST and other statutory compliances to operate / do business in India. The tenderer should carefully go through the Safety related rules as applicable in DFPCL/STL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- (xii) The tenderer should have minimum 10 years of experience in contracting the referred services in similar and good industrial repute.
- (xiii) Should be able to handle any local matters
- (xiv) The contractor should have a valid MSME registration and a copy of the same should be sent along with the tender document if the tenderer is a MSME.

Special Conditions & responsibility of the Tenderer/ Contractor:

The Tenderer/ vendor shall be responsible for,

1. Deployment of Medically Fit Manpower:

For the due execution of this Contract, the 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 contractor to ensure that its Workers/Supervisors employed are medically fit. The 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 Contractor becomes or is declared medically unfit after the issuance of the Gate Pass, the DFPCL/STL 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 Medical Officer in this regard shall be final.

2. Medical Examination of Contractor's all staff including skilled, unskilled & semiskilled manpower deployed on job inside DFPCL and STL's premises:

Contractor should ensure that all the staff including skilled, semi-skilled or un-skilled deployed on said contract job at DFPCL, STL's site should undergo pre-employment fitness examination.

At the time of joining, any manpower deployed by the contractor for the said job, shall undergo the following tests from a reputed Pathological Laboratories & submit the report to the Factory Medical Officer (FMO): -

Any manpower employed by the contractor for the said job, who has completed 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 half yearly)
- 3) Complete hemogram (T&D, Hb at minimum)
- 4) One urine examination using Multistix.

Besides the above tests, the manpower should undergo the vaccination as per revised guidelines of 2016 on Bio-Medical Waste. These vaccinations are Hepatitis B, Tetanus Toxoid and any other vaccination as per the above guidelines.

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.

The contractor also ensures that the manpower deployed by the contractor must undergo Police verification at Taloja Police station as well as the native place of the said manpower. All the above documents is also be applicable in case there is new appointment of manpower.

3. 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 contractor as per central/state govt. directives. Before executing the contract agreement, Contractor will ensure with DFPCL/STL 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.

4. Housekeeping: -

Tenderer/ Contractor shall maintain the cleanliness of the vehicle deployed at DFPCL/STL's site. 25% of bill value will be deducted if cleanliness is not maintained properly.

5. Assignment or sub-letting of contract.

The 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 STL. Any breach of this condition shall entitle STL to take such steps as may be necessary including but not limited to recover appropriate damages and terminate Contract. Such termination shall also render the Contractor liable for payment to STL in respect of any additional loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Contractor shall not establish any contractual relationship between the sub-contractor and DFPCL/STL and shall not release the Contractor of any responsibility under the Contract.

6. Safety Aspects:

- **6.1** 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.
- 1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at STL work site. 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.
- 1. No young and Minor Child labour shall be allowed to enter and work at site of DFPCL/STL.

- 2. The Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of DFPCL/STL Supervisor and Safety Officer.
- 3. 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/STL Safety Officer and Electrical department. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
- 4. Contractor shall deploy Safety Supervisor. 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.
- 5. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from STL 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.
- 6. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
- 7. No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
- 8. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.

6.2 Safety Training

- 1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by DFPCL/STL 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/STL. The certificate will be valid for a period of six months from date of issue. On expiry of validity, 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.

6.3 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/STL 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 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 Contractor at ESIC recognized

hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. DFPCL/STL shall not be responsible for the same.

6.4 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.

7. Labour law and Safety codes:

Contractor shall be responsible for all acts of its personnel and representatives, directly or indirectly rendering services in relation to or connected with job entrusted and to comply with all applicable labour laws.

All the matters concerned with labour management shall be as per the prevailing Labor laws. 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/STL Administration in the prescribed format. If labour license is not applicable, the Contractor shall obtain a confirmation to this effect from DFPCL/STL Administration.

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/ Contactor and such other rules/ regulations/ laws made applicable from time to time.

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

8. Declaration of Tenderers/ Contractors Relation with DFPCL /STL 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/STL or in case of company any of its official or relations employed in DFPCL/STL, 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/STL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of DFPCL/STL 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/STL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL/ STL from time to time. If the Tenderer/ Supplier fails to inform the same, DFPCL/STL shall at sole discretion may reject the tender.

9. 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".

10. **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.

11. 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.

12. **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.

13. 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.

14. 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.

15. Contractor's liability for all taxes as per Govt. Notification.

The Contractor shall be liable to pay all the taxes payable as per the statue made applicable from time to time by the concerned authority. DFPCL/STL shall not be responsible for the same.

Annual Rate contract for deploying Manpower for plant housekeeping to be, within the purview of following laid down rules: -

- (j) No of Manpower to be deployed: as per the requirement of the plant.
- a) The Head Production will conduct either both or any one i.e. written and oral examination, to check the suitability of Manpower deployed at DFPCL/STL. It is only after receiving confirmation from our Head Production, the Manpower should be deployed for services in DFPCL/STL.
- (k) The Service Contractor shall provide a reliever as per the requirement of the works & as per the scope of works.
- (1) The Manpower / s posted for said works, shall conduct themselves in such a way that it shall not be prejudicial to the discipline of the factory. They shall wear appropriate uniform, while on duty, to signify their status.
- (m) Payment to the Manpower and other responsibilities of the Service Contractor:
- a) The Service Contractor shall pay the Manpower deployed at our Plant, shall not be less than minimum wages as per the Minimum Wages Act as also fulfill the statutory requirements like PF, Bonus, ESI, Privilege Leave / Weekly off, etc. under Factories Act.
- b) The Service Contractor shall take other statutory obligations as applicable in respect of the said Manpower/s, deputed by the Service Contractor for duty in the premises of DFPCL/STL. Please refer the *Annexure on Statutory rules & regulations*.
- c) The Manpower engaged by the Service Contractor to work shall be considered as the Service Contractor's employees and all the benefits payable to such of the Service Contractor's employees under the labour laws shall be the Service Contractor's responsibility.
- d) The Service Contractor's employees shall not have right for absorption or any preference in employment in company's service.
- e) The Service Contractor shall assume full and exclusive liability for, and shall indemnify and keep indemnified, the Company, from and against all claims, demands, actions, suits

and proceedings whatsoever that may be brought or made against the Company by or on behalf of any person, persons, body, bodies, authority or authorities whatsoever and all dues, penalties, levies, taxes, losses, damages, costs, charge, expenses or other liabilities whatsoever which the Company may now hereafter be liable to pay, incur or sustain by reason of or in consequence to or in connection with performance or non- performance or breach by the Service Contractor of the terms of this contract.

- (n) Facilities: DFPCL/STL shall not provide any transport for commuting to the factory Canteen facility will however be provided to the Manpower / s deployed by Service Contractor under this contract for which the food cost should be borne by either the contractor or by the Manpower deployed themselves. These charges will not be borne by DFPCL/STL.
- (o) The Service Contractor should ensure that no shift will go without the required strength of Manpower on duty. The Service Contractor should also ensure that his Manpower should be instructed not to leave the plant till the handover to his / their reliever. If any shift during the 24 hours duty, remains without the presence of required strength of Contract manpower, then appropriate action will be taken as per Penalty Clause which may lead to termination of the contract.
- (p) In any case, the Manpower should perform not more than 8 hours shift per day & the Service Contractor should make sure to comply on this. In any exceptional case, if any of the manpower of the contractor has to continue the following shift due to non-availability of the reliever / un-for-seen circumstances, then it should be brought to the notice of the Production Head immediately.
- (q) Any Manpower appointed on duty should perform duties in such a way that he should get one weekly off. This is the responsibility of the Service Contractor.
- (r) Service Contractor shall raise a bill every month for the services rendered by 5th of the succeeding month together with the attendance sheet. Payment shall be made within 45 days subject to deduction of any applicable taxes / levies or statutory dues.

ANNEXURE - II

EHS REQUIREMENT / INSTRUCTION FOR THE CONTRACTOR APPLICABLE FOR ALL JOB WORK UNDERTAKEN AT K1DEEPAK FERTILSIERS AND PETROCHEMCIAL CORP. LTD AND SMARTCHEM TECHNOLOGIES LTD.

Contractor /vendor/any of their staff should adhere to the applicable EHS / statutory rules or requirements as per DFPCL/STL's EHS norms.

GENERAL REQUIREMENT:

- 1. Medical exam and Safety training to the contract employees before issuing the gate pass with stamp (Green colour triangle) Will be done by DFPCL/STL
- 2. Nomination of safety officer / representative by the contractor.
- 3. Engage / depute competent manpower as per nature of job. Periodic EHS training shall be provided by your supervisor and records shall be maintained. Daily toolbox talk shall be given before starting the job activities.
- 4. Maintain your EHS performance in **"Rating A"** as per our evaluation methodology failing to which your contract may be terminated / not renewed.
- 5. If in doubt about job requirement immediately consult job coordinator / Field Executive in that area.
- 6. Submission of the valid test certificate of tools-tackles & equipment's by the contractor to concerned dept.
- 7. Checking and certification of the equipment / tools (PPE, Portable electrical equipment, Welding machine, Gas cylinder, Lifting tools and Tackles, cranes, hydra, forklift etc.) while entry in the plant and periodic checking of tools by EHS & user department (Mechanical / Electrical / Civil / Instrumentation etc.).
- 8. All temporary electrical extension board shall have armored / Screened cable. Extension board shall have proper plugging arrangement with individual RCCB / ELCB. Joint cable shall not be used at work site for portable equipment and extension board. For avoiding overloading proper rating MCB's shall be incorporated as per equipment rating in distribution board in co-ordination with RCCB/RCBO.
- All portable electrical appliances / tools should be equipped with local RCCB / ELCB for personal protection and Overload trip devices for equipment protection & to be certified by STL Electrical Dept. prior to take into company premises and periodic checking of equipment.
- 10. Any vehicle used by the contractor shall be free of defects / leakage and in good condition with valid papers of vehicle, Driver license and PUC and checked at main gate for its intended use by concerned dept / security dept / EHS dept.
- 11. Provide & use of ISI marked personal protective equipment (PPE) like Yellow colour safety helmet, two lanyard Full body harness (Safety belt), safety shoes, face shield / goggle etc. Also provide and use other job specific PPE as per nature of job.
- 12. For cutting set Use of good condition wire mesh cover / breaded hoses (Maroon hose for the Acetylene and Blue for the oxygen cylinder), proper clams, four flashback arrestors (two at cylinder side & two at nozzle side) and two stage regulator. Trolley with chain arrangement

to transport the cylinders.

- 13. For welding set Use of good condition continuous use type welding machine with proper lugs and close loop earthing arrangement to the point of welding job. Welding machine & cables (Copper cable) should be of IS standard as per requirement (e.g. for continuous use type) & to be certified by STL – electrical Dept
- 14. Use of good condition tools / equipment / machinery as per nature of job and immediate replacement of defected tools / equipment / machinery whenever identified by yourself / Concerned dept / EHS dept.
- 15. Do not enter into plant area other than assigned job area
- 16. Do not drink / use water from plant area tapping / piping. Use only Drinking water / cooler fixed at various location
- 17. Only follow the pedestrian road & identified road crossing area to enter into plant area.
- 18. Up keeping of healthy and hygienic work environment at and around the work place (Housekeeping at the work place, use of dustbins, use of urinal and toilets etc.).
- 19. Visitor card holders are not allowed to work into premises.
- 20. Call on emergency number 100 / 101, Fire station- 3085, Control room 3050, 3060 to inform about any incident like fire, chemical leakage and accident.
- 21. On hearing the emergency siren/receiving information; Stop work in safe condition and assemble at the nearest ASSEMBLY POINT. Be ready to evacuate and do not enter the site until Chief Emergency Controller gives All Clear siren.
- 22. "De-watering by electrical pump while excavation, no person shall be inside the excavated area while starting of electrical pump for de-watering activity"
- 23. There shall be luminescent amber color safety net jacket for mechanical/ civil & luminescent yellow -green for Electrical & Instrumentation.

SPECIFIC JOB REQUIREMENT:

- 1. Compliance of all applicable rules and regulations related with EHS.
- 2. No unsafe act, unsafe condition and horseplay shall be created while working. Ensure that because of your activity, it shall not pose any hazard / danger to your personnel / to the others.
- 3. Immediately report any unsafe act/ condition, near miss cases and accident to supervisor / job coordinator / EHS dept.
- 4. Before starting specific job ensure that you have valid work permit. Follow rules, regulations and instructions of STL personnel. Give tool box talk to the manpower engaged for specific job.
- 5. Use proper and good condition tools and tackles, hand tools etc. Don't use defective, broken, tampered and self-prepared tools and tackles. Always use standard, certified and tested tools and tackles
- 6. While handling the liquid chemical in container / carboys, keep the container / carboys in the tray and ensure no leakage. If leaking immediately contain the same and inform the STL supervisor for further action.
- 7. Don't obstruct the passage / staircase, Emergency exit and firefighting equipment.
- 8. Use of proper approach / scaffolds with ladder arrangement while working at height.
- 9. Use of good condition portable electric tools with plug tops.

- 10. Use basic personal protective equipment (PPE) like safety helmet (Yellow colour), Safety goggle and safety shoes before going for the job and other PPE as per the nature of job.
- 11. Ensure proper housekeeping after completion of the job and disposed of waste / unwanted / used equipment in identified bins kept in plant areas / proper way in consultation with the DFPCL/STL supervisor.

EMERGENCY RESPONSE AND FATAL INCIDENT REPORTING

CONTRACTOR shall meet their responsibilities as per the DFPCL/STL policy. Such incident shall include personnel injury, occupational illness.

PERSONAL INJURIES:

CONTRACTOR shall be responsible and pay for the cost of all necessary first aid, ambulance, and hospital services in case of accident or injury to CONTRACTOR's employees. All injuries sustained by the employees of CONTRACTOR while on COMPANY premises shall be reported immediately to the COMPANY representative and the work permit Issuing Authority.

INCIDENT INVESTIGATION AND REPORTING:

The Contractor shall indemnify and hold harmless STL and/or its respective officers, agents and employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor or any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or any Subcontractor of the Contractor, or any Subcontractor of the Contractor or any Subcontractor of the Contractor.

In carrying out the obligations as a Contract or in exercising any power or authority thereby, there shall be no personal liability of DFPCL/STL or the DFPCL/STL 's Representative, or officials, attorneys, employees and agents thereof.

<u>ANNEXURE – III</u> Statutory Rules and Regulations for the contractors / Vendors

Applicable for all job work undertaken at K1Deepak Fertiliser and petrochemicals corp. Ltd and Smartchem Technologies Ltd. The Vendor / contractor should strictly follow all the Statutory Rules and Regulations as per the norms of DFPCL/STL:

- A) The Vendor /contractor should understand the scope of works clearly.
- B) The list of documents / certificates (as applicable) as required by DFPCL/STL are as given below should be submitted by the Vendor / Contractor. The necessary gate pass/es is/are mandatory for which the contractor should submit the following necessary documents / certificates.
 - 1. Copy of ESIC / PF / MLWF allotment letter or registration certificate issued by concerned authorities
 - 2. Contractor's labour license is mandatory if labour strength is more than 50 Nos.
 - 3. Purchase Order raised by authorised Person of DFPCL/STL Purchase Dept
 - 4. Registration Certificate or Exemption under Security Guard Board (for security agencies only)
 - 5. Copy of temporary or Regular ESIC Card of each worker (under ESIC Act) **OR** If contract worker drawing wages more than Rs.21000/-, required authentic proof i.e. the appointment letter or last month payslip alongwith Employees / Workmen's Compensation Policy or Group Personal Accident Policy. Copy of Professional Tax registration
 - 6. Service Tax Certificate (Form ST-2)
 - 7. PWD Licence (for electrical contractor)
 - 8. Bank Details
 - 9. Pan Card
 - 10. Cancelled Letter Head
 - 11. Medical report from Company Doctor of all the Contractor's labours working in DFPCL/STL 's premises under the above work.
 - 12. Record of having attended the Safety Training
 - 13. Identity Card xerox.
 - 14. Any other Certificate or Licence as required according to nature of Job work
- C) The contractor should comply with all statutory regulations like payment as per minimum Wages, Bonus, Labour Welfare Fund, Leave Wages, PF, ESI, maintaining requisite records viz. various registers & xerox copies of the same should be submitted to HR Department for verification / record purpose on monthly basis before 28th of every month.
 - 1. P.F. / ESIC paid challans alongwith ECR

- 2. P.T. paid Challan
- 3. Labour Welfare Fund challan
- 4. Muster Roll cum Wages Register
- 5. Register of Deductions
- 6. Register of Overtime
- 7. Register of Fines
- 8. Register of Advances
- 9. Attendance cum wage slip

Following documents required once in a year

- 1. Bonus Register in Form C under the Payment of Bonus Act. [November]
- 2. Leave Register Form 20 under the Factories Act. [February]

The contractor should make the payments to his/their workers on or before 7th day of the subsequent month through directly salary account.

Wages should be paid as per the minimum wages specified from time to time by the labour department.

- D) Incase of any non-compliance the contractor will be penalised by holding 20% of payable amount / this may even lead in termination of the contract / as per the discretion of STL Management
- E) Before the mobilization of Man and/or Machine for the contract, inside the factory, the contractor should obtain necessary work permit from the concerned Job Coordinator.
- F) Any time the visitor visiting the plant for any reasons whatsoever, it is mandatory that he / she must carry any one of the following Govt. identified IDs, to be displayed at our main Security Gate. Any visitor denying display of the said document, will be denied entry in the STL plant :-

Govt issued ID is as follows :

- Pan card
- Aadhar card
- Driving license
- Passport
- Voting I D card

In case of any failure on part of the contractor, to comply with the regulations, appropriate deductions / penalty will be imposed & the same will be deducted from your bill.

General commercial terms including Price Bid Format, Scope of Works & Contract Conditions for smooth operation:

ANNEXURE - IV

Price Bid Format (to be filled in online of Ariba's E-procurement portal)

A separate excel sheet containing the service line items is given in each of the scope of works document. The same will also be uploaded on the Ariba's e-portal.

Upon receiving notification from DFPCL/STL's authorized email id, the contractor should bid for sq. meter charge on Ariba's e-procurement portal.

The rate per Sq. Mtr. inclusive of manpower and material cost. Such breakup should be given separately by the contractor.

Contractor's liability for all taxes as per Govt. Notification.

The Contractor shall be liable to pay all the taxes payable as per the statue made applicable from time to time by the concerned authority. DFPCL/STL shall not be responsible for the same.

Price bid format:

Sr No.	Short Text	Approximate Area in Sq. Mtr	UOM Per	Rate per Sq. Mtr.	Total
1	For DFPCL	35,595	Sq. Mtr		
	Office Rooms / Cabins, Conference halls,				
	Stores, Control Rooms, Workshops, etc.				
	Toilet Blocks, Open Area – Roads				
2	For – STL	32,855	Sq. Mtr.		
	Office Rooms / Cabins, Conference halls,				
	Stores, Control Rooms, Workshops, etc.				
	Toilet Blocks, Open Area – Roads				

Commercial Terms and Conditions: -

- 1) Job Controller : Mr. Ganesh Suryarao of DFPCL shall be the Job Controller or any other person appointed by the Company from time to time.
- 2) Security Deposit : In the event of contract, the Contractor shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days from date of issue of LOI/PO. The security deposit can be furnished by way of a Irrevocable Bank Guarantee from any Nationalized or reputed private bank . The Bank Guarantee must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting Bank Guarantee. Contractor has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be forfeited in case of failure terms & conditions. No interest shall be payable on Security Deposit. No interest shall be payable by us for the sum deposited as a Security Deposit and it will be returned to you at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.

The Security Deposit must be valid till completion of the contract in all aspects. No charges are reimbursable for getting Bank Guarantee.

- **3)** Mobilization: Within 10 days from the date of receipt of PO/ email confirmation.
- 4) Invoicing & Payment: The contractor shall submit on or before the expiry of the 1st week of the following month proforma running bill of the last month in the format provided by dfpcl/STL, in triplicate, to the EIC of the work giving abstract and attached with detailed, duly signed, joint measurement sheet for the various items of work executed during the month. The joint measurement sheet will be submitted to EIC, within two days of completion of job by the contractor.

The contractor shall prepare final running account bill based on the certified measurements and summary sheets and submit the same along with the enclosures mentioned herein to the person designated by the owner. Invoice shall be submitted exactly as per the original work order in line with the line items with actual quantity executed. Additional quantity (other than W/O) shall be claimed only after the issue of amendment to the work order. Also, where the rates are not available but the jobs are executed as per the instructions of EIC, contractor shall submit the invoice only after the issue of amendment to original Work order. Accordingly, payment shall be released in two phases i.e. Based on original WO & based on amendment to original WO.

The Job coordinator shall effect payment within 45 days from the date of receipt of final running account bill provided the same is complete in all respects & duly certified by the engineer- in - charge.

The applicable TDS shall be deducted as per the existing provisions of the law in force. The number of payments to be made to the contractor shall be restricted to one in each month.

The payment shall be released by RTGS or NEFT with nominal charges per transaction. The contractor should provide requisite details of their bank, Account No. Branch code, etc.

5) Termination:

(A). The contract can be terminated by either party i.e. DFPCL/STL or the Contractor, after giving three (3) months' notice to the other party, extendable by agreement till such time, DFPCL/STL finds alternate arrangements. However, DFPCL/STL reserves the right to terminate the contract without giving any notice in case of the contractor commits breach of any of the terms of the contract. DFPCL/STL's decision in such a situation shall be final and binding on the contractor without any objection or resistance.

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

(C). If the successful bidder 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 of housekeeping, DFPCL/STL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements. The contractor shall continue till such time DFPCL/STL finds alternative arrangement.

- 6) Penalty : First Instance of violation : Rs. 1000 Second instance of violation : Rs. 5000
- 7) **Insurances :** Contractor shall obtain and keep valid, at all times adequate insurance cover for its personnel, material and equipment, against all losses and liabilities whether at common law or under any statute relating to workers Compensation or Employer's Liability in the jurisdiction in which the Services are performed, from any accident or injury to any person employed by it in connection with the Services and shall ensure that all its workers, staff, employees and representatives labor are similarly insured in respect of their employees including claim against third party liability.
- 8) **Relationship :** Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no 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.
- **9)** Supervision : A competent supervisor(s) of Contractor shall be available or visit time to time at work site at the time of actual work to understand the requirement of STL from time to time and/or instructions. Contractor's representatives and workers shall follow at all time the instructions given by the concerned department/authorities.
- **10) Validity**: This contract is valid for a period of two years wef. the date of the purchase order (renewable after every year subject to satisfactory performance). Further extension of the contract by a suitable period will be at the discretion of DFPCLSTL. DFPCL/STL shall also have right to extend the Contract at its own discretion. During the contractual period, the unit rates should remain unchanged throughout the contract term. Any increase in statutory expenditure such as service tax etc. shall be reimburse at actual on submission of documentary proof.
- **11**) **Notices:** Any notice required to be given by either party shall be validly given if it is in writing and sent at the abovementioned address.
- 12) In the event of contract not being considered, we reserve our right to extend the expiry date by not more than 3 months for smooth handover. There should not be any breach of

any rules and / or regulations or any violation of the terms and conditions once the order will be finalized and during the complete tenure of contract. In case any breach / violation / misconduct observed, then STL will impose appropriate penalty on the vendor / contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the vendor / contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to STL or its contractor will be dealt with seriously and will culminate in recovering from your monthly bills. It will be the sole discretion of STL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.

13) Force Majeure Course :

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 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.

14) Jurisdiction :

All or any dispute relating to this contract arising thereof shall be subject to the jurisdiction of the Court at Panvel, Raigad District.

SCOPE OF ACTIVITIES FOR HOUSEKEEPING -FOR DFPCL

DEEPAK FERTILISER AND PETROCHEMICALS CORPORATION LTD. required well trained and skilled manpower, empowered with the latest technology and machines for cleaning / sweeping / sanitation & Housekeeping activities etc. of the Office premises, Control Rooms, Substations, etc. located as given below on per sq. ft. rate basis. The prime objective of cleaning and housekeeping services is to maintain the entire office, control room, toilets in a very neat and clean condition to ensure a hygienic and congenial work environment.

The tenderers are invited to quote their rate only on per square feet per month basis and not based on the number of persons to be deployed or per person basis.

Sr. No.	Type of Area	Approximate Area in Nos.	Approximate Area in Sq. Mtr.
1	Office Rooms / Cabins, Conference halls, Stores, Control Rooms, Workshops, etc.	192	10,595
2	Toilet Blocks	33	
3	Open Area – Roads		25,000
			35,595

NOTE: THE AREA ARE MAY INCREASE OR DECREASE DURING THE TENURE OF THE CONTRACT

FORMAT FOR QUOTATION:

Rate Per Square Mtr. per month (inclusive of material & equipment cost) for COVERED AREA	(in INR)
Rate Per Square Mtr. per month (inclusive of material & equipment cost) for OPEN AREA - ROAD	(in INR)
Breakup of the material cost per month (please provide details of material used)	(in INR)
List of Equipment's use at Premises for Housekeeping & Toilets cleaning	List

Housekeeping / Toilet cleaning services should be provided round the clock on all days at 7:00 am to 6:00 pm from Monday to Saturday, 24x7 in three shifts, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8:00am in rooms where work will start at 9:00am. Housekeeping staff has to do following activities:

BROAD DETAILS OF SCOPE OF WORK

- Wash & clean mirror with detergent solution.
- Waste bins to be thoroughly washed and dried.
- Dusting and cleaning of conference tables and chairs.
- Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturdays or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting / cleaning / moping work before 9.00 AM.
- Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, telephones, curtains, wall mounted fans etc. with dry /wet cloth, feather brush and duster.
- Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building & plant.
- Removal of beehives and cobwebs / honey webs from the office building and its premises.
- Removal of paper, garbage and packing material from all floors/ rooms / pantry etc.
- Cleaning of washbasins, sanitary fittings and floors with dry & wet mops.
- The vendor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful vendor shall engage only such workers, whose antecedents have been thoroughly verified.
- Proper registers / records for the jobs carried out on daily, weekly, fortnightly basis will be maintained by the Supervisor of the vendor and will be countersigned by the company officer-in-charge at regular intervals and finally at the end of each month.
- Considering vast area of housekeeping for building & roads, contract should be considering on activity & lump sum basis and not on number or measurement basis. However, to understand scope of work, area measurement has been given on approx. basis which is for reference only.

SCOPE OF HOUSEKEEPING IN OFFICE, PLANT BLDG., CONTROL ROOMS, ROADS, ETC.:

ACTIVITIES TO BE CARRIED OUT DAILY	ACTIVITIES TO BE CARRIED OUT WEEKLY	ACTIVITIES TO BE CARRIED OUT FORTNIGHTY BASIS	
• Main Gate, Reception and lobbies to be mopped twice in a day or as and when required.	 Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls 	 Dusting of false ceiling etc. with soft broom and cloth. Washing and cleaning of 	

	<u> </u>	1
 Cleaning of Reception door and main entrance glass door and frames on both sides. Cleaning of corridors staircases and common area with phenol in the morning and as and when required with plain water continuously. Cleaning of office working areas, Control Rooms removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry / wet duster and or with suitable cleaning agent. Moping of floors with phenol. Collection of wastepaper from rooms, waste paper, baskets, lobbies and putting in bags at the specified & allotted location. To clean glass panes on doors, windows & partitions with soap / cleaning agent. Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building. Cleaning / removal of any type of stains of ink etc. from the building premises and staircases. Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours. 	 in toilets / rooms, corridors with soap, detergents, kerosene / petrol or any other chemicals, automatic mopper / scrubbing machine to be used at least once in a week. Cleaning of the doors. Dusting and cleaning of the Windows & Verticals. Vacuum cleaning of Carpets. Scrubbing of stairs. 	 driveways, parking areas and roads All toilets floors and other areas, as may be directed by Officer Incharge, shall be cleaned with floor scrubbing machine. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

Housekeeping Monitoring and Control Mechanism:

- The contractor has to provide Supervisory support to get maximum output from the house keeping force provided to the company.
- The following monitoring mechanism will be adopted by the contractor:
 - 1. **Toilets, Office Control Room Checklist:** This is to be attached/displayed on the back of the door. It is to be filled up by the Contractor supervisor on duty daily.
 - 2. Management/Housekeeping Services Requirements/ Complaints Report: This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the Services. All suggestions, complaints related to services or staff deployed by the contractor will be registered at site and reported to In-charge Officer of Company. The contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

PROVIDING WORKFORCE

- The vendor shall, however, survey the area. The vendor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The vendor shall ensure that all the workforce deployed wear uniform, Safety shooes and helmet while on duty.
- During the working hours the Housekeeping supervision will be carried out by the Contractor.
- No overtime shall be paid to the Contractor.

WASTE DISPOSAL MANAGEMENT:

The vendor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area.

SUPPLY OF TOOLS / TACKLES / EQUIPMENT:

The contractor shall arrange at his expenses all necessary tools / tackles / equipment required for performing the work which should, include mops, plastic buckets, drums with closed lids, telescopic & ordinary ladders of sufficient height, industrial scrubbing machine, Vacuum Cleaners.

SUPPLY OF MATERIAL AND CONSUMABLES:

The material for daily use like vim powder, liquid soap, Naphthalene balls, Hydrochloric Acid, Odonil balls/stick, fresheners, toilet soap, phenyl, sanitary cubes, toilet paper / tissue paper (Office Toilets only), Finit, Homocol liquid soap, Harpic, Pochha, hand duster, toilet brush, plastic seekh brooms, jail brush, calanzo, platform brush, wiper, soft broms, surf etc. shall be arranged by the contractor for which he has to quote the consolidated amount in the financial bid under 'consumables' and 'chemicals'. The material being used by the contractor would be of superior quality / standard and of prominent brands, like Ecolab, Johnson Taski R1, R2, etc. or equivalent standard after discussion and finalization with Officer-In-Charge.

DOCUMENTS TO BE MAINTAINED

The vendor will be required to maintain the following documents:

- Complaint register (s) / files
- Attendance sheets
- Maintaining logs and checklist of Housekeeping, if checklist not provided the penalty will be applicable.
- List of equipment's used
- On job training and documentation.
- Rotation of staff if required.

Formats for above reports shall be finalized in consultation with the User.

PREQULIFICATION CRITERIA

- Only professional vendors in the said area will be considered.
- The Vendor should be ISO Certified.
- The Vendor should have well equipped with all necessary housekeeping machinery.

- The Vendor should have min. 5 years Housekeeping experience in Industry.
- Should comply all statutory requirements.
- Should be well versed will recent Techniques & equipment's in housekeeping.
- Should be able to handle Local Matters.

SCOPE OF ACTIVITIES FOR HOUSEKEEPING- FOR STL

SMARTCHEM TECHNOLOGIES LIMITED, K-1. required well trained and skilled manpower, empowered with the latest technology and machines for cleaning / sweeping / sanitation & Housekeeping activities etc. of the Office premises, Control Rooms, Substations, etc. located as given below on per sq. ft. rate basis. The prime objective of cleaning and housekeeping services is to maintain the entire office, control room, toilets in a very neat and clean condition to ensure a hygienic and congenial work environment.

The tenderers are invited to quote their rate only on per square feet per month basis and not based on the number of persons to be deployed or per person basis.

Sr. No.	Type of Area	Approximate Area in Nos.	Approximate Area in Sq. Mtr.
1	Office Rooms / Cabins, Conference halls, Stores, Control Rooms, Workshops, etc.	62	7,855
2	Toilet Blocks	33	
3	Open Area – Roads		25,000
			32,855

NOTE: THE AREA ARE MAY INCREASE OR DECREASE DURING THE TENURE OF THE CONTRACT

FORMAT FOR QUOTATION:

Rate Per Square Mtr. per month (inclusive of material & equipment cost) for COVERED AREA	(in INR)
Rate Per Square Mtr. per month (inclusive of material & equipment cost) for OPEN AREA - ROAD	(in INR)
Breakup of the material cost per month (please provide details of material used)	(in INR)

31 | Page

List of Equipment's use at Premises for Housekeeping & Toilets cleaning	List
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Housekeeping / Toilet cleaning services should be provided round the clock on all days at 7:00 am to 6:00 pm from Monday to Saturday, 24x7 in three shifts, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8:00am in rooms where work will start at 9:00am. Housekeeping staff has to do following activities:

BROAD DETAILS OF SCOPE OF WORK

- Wash & clean mirror with detergent solution.
- Waste bins to be thoroughly washed and dried.
- Dusting and cleaning of conference tables and chairs.
- Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturdays or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting / cleaning / moping work before 9.00 AM.
- Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, telephones, curtains, wall mounted fans etc. with dry /wet cloth, feather brush and duster.
- Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building & plant.
- Removal of beehives and cobwebs / honey webs from the office building and its premises.
- Removal of paper, garbage and packing material from all floors/ rooms / pantry etc.
- Cleaning of washbasins, sanitary fittings and floors with dry & wet mops.
- The vendor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful vendor shall engage only such workers, whose antecedents have been thoroughly verified.
- Proper registers / records for the jobs carried out on daily, weekly, fortnightly basis will be maintained by the Supervisor of the vendor and will be countersigned by the company officer-in-charge at regular intervals and finally at the end of each month.
- Considering vast area of housekeeping for building & roads, contract should be considering on activity & lump sum basis and not on number or measurement basis. However, to understand scope of work, area measurement has been given on approx. basis which is for reference only.

SCOPE OF HOUSEKEEPING IN OFFICE, PLANT BLDG., CONTROL ROOMS, ROADS, ETC.: ACTIVITIES TO BE CARRIED OUT DAILY ACTIVITIES TO BE CARRIED OUT ACTIVITIES TO BE CARRIED OUT				
	WEEKLY	FORTNIGHTY BASIS		
 Main Gate, Reception and lobbies to be mopped twice in a day or as and when required. Cleaning of Reception door and main entrance glass door and frames on both sides. Cleaning of corridors staircases and common area with phenol in the morning and as and when required with plain water continuously. Cleaning of office working areas, Control Rooms removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry / wet duster and or with suitable cleaning agent. Moping of floors with phenol. Collection of wastepaper from rooms, waste paper, baskets, lobbies and putting in bags at the specified & allotted location. To clean glass panes on doors, windows & partitions with soap / cleaning agent. Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building. Cleaning / removal of any type of stains of ink etc. from the building premises and staircases. Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours. 	 Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets / rooms, corridors with soap, detergents, kerosene / petrol or any other chemicals, automatic mopper / scrubbing machine to be used at least once in a week. Cleaning of the doors. Dusting and cleaning of the Windows & Verticals. Vacuum cleaning of Carpets. Scrubbing of stairs. 	 Dusting of false ceiling etc. with soft broom and cloth. Washing and cleaning of driveways, parking areas and roads All toilets floors and other areas, as may be directed by Officer Incharge, shall be cleaned with floor scrubbing machine. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In- charge. 		

SCOPE OF HOUSEKEEPING IN OFFICE, PLANT BLDG., CONTROL ROOMS, ROADS, ETC.:

Housekeeping Monitoring and Control Mechanism:

- The contractor has to provide Supervisory support to get maximum output from the house keeping force provided to the company.
- The following monitoring mechanism will be adopted by the contractor:

- 3. **Toilets, Office Control Room Checklist:** This is to be attached/displayed on the back of the door. It is to be filled up by the Contractor supervisor on duty daily.
- 4. **Management/Housekeeping Services Requirements/ Complaints Report**: This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the Services. All suggestions, complaints related to services or staff deployed by the contractor will be registered at site and reported to In-charge Officer of Company. The contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

PROVIDING WORKFORCE

- The vendor shall, however, survey the area. The vendor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The vendor shall ensure that all the workforce deployed wear uniform, Safety shooes and helmet while on duty.
- During the working hours the Housekeeping supervision will be carried out by the Contractor.
- No overtime shall be paid to the Contractor.

WASTE DISPOSAL MANAGEMENT:

The vendor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area.

SUPPLY OF TOOLS / TACKLES / EQUIPMENT:

The contractor shall arrange at his expenses all necessary tools / tackles / equipment required for performing the work which should, include mops, plastic buckets, drums with closed lids, telescopic & ordinary ladders of sufficient height, industrial scrubbing machine, Vacuum Cleaners.

SUPPLY OF MATERIAL AND CONSUMABLES:

The material for daily use like vim powder, liquid soap, Naphthalene balls, Hydrochloric Acid, Odonil balls/stick, fresheners, toilet soap, phenyl, sanitary cubes, toilet paper / tissue paper (Office Toilets only), Finit, Homocol liquid soap, Harpic, Pochha, hand duster, toilet brush, plastic seekh brooms, jail brush, calanzo, platform brush, wiper, soft broms, surf etc. shall be arranged by the contractor for which he has to quote the consolidated amount in the financial bid under 'consumables' and 'chemicals'. The material being used by the contractor would be of superior quality / standard and of prominent brands, like Ecolab, Johnson Taski R1, R2, etc. or equivalent standard after discussion and finalization with Officer-In-Charge.

DOCUMENTS TO BE MAINTAINED

The vendor will be required to maintain the following documents:

- Complaint register (s) / files
- Attendance sheets
- Maintaining logs and checklist of Housekeeping, if checklist not provided the penalty will be applicable.
- List of equipment's used
- On job training and documentation.

• Rotation of staff if required.

Formats for above reports shall be finalized in consultation with the User.

PREQULIFICATION CRITERIA

- Only professional vendors in the said area will be considered.
- The Vendor should be ISO Certified.
- The Vendor should have well equipped with all necessary housekeeping machinery.
- The Vendor should have min. 5 years Housekeeping experience in Industry.
- Should comply all statutory requirements.
- Should be well versed will recent Techniques & equipment's in housekeeping.
- Should be able to handle Local Matters.

(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 Contractor & Seal)

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 Authorised 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 Contractor & Seal)

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:

DECLARATION OF CONTRACTORS RELATIONS WITH DFPCL EMPLOYEES: Should a contractor(s) 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 contractor(s), name, designation, department and employee number of such employee(s) is indicated and if any ex-employee(s) of DFPCL is/are employee(s) is particulars shall also be intimated immediately in writing to DFPCL from time to time.

(Signature of the Contractor & Seal)

PENALTIES :

Sr. No.	Description of Penalty	Penalty Amount	Mechanism
	Penalty for violation of Safety norms.	Rs. 500 for each instance per person	The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Contractor must report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty. No young, minor Child shall be allowed to enter and work at site of DFPCL. The Contractor shall ensure the safety training of their workman prior to start of the job. Every contract workman at site will be using Safety Helmet 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, if applicable.
	Deployment of Medically Fit Manpower	Rs. 500 for each instance per person	Absences of Medical Fitness Certificate of Manpower.
	In case of non-availability of	Rs. 500 for each instance	Regular check of Admin. Person

Uniform & Badge/Name plate at work spot	per person	
Penalty for non-producing of proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis.	Rs. 500 for each instance and locations	Proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the vendor and will be countersigned by the DFPCL officer-in-charge at regular intervals and finally at the end of each month.