



**Registered Office** : Sai Hira, Survey No.: 93, Mundhwa, Pune - 411 036

**Works** : **PLOT K7 & K8, MIDC INDUSTRIAL AREA,  
TALOJA DIST: RAIGAD.**

**TENDER DOCUMENT - ANNUAL RATE CONTRACT (ARC) FOR EVALUATION OF COMPETITIVE BIDDERS WITH EXPERIENCE OF DEPLOYING MALE NURSES WITH REQUIRED QUALIFICATION & RULES AS PER FACTORIES ACT 1948, FOR OCCUPATIONAL HEALTH CENTRE (OHC) AT K7 AND K8 PLANT.**

**Tender Ref.:** STL/MALE NURSE at K7K8/2023-24

**Dated:** 19.04.2023

The bids are invited in a sealed envelope specifying details as given 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 and Conditions, commercial terms and conditions (**Excluding Price bid**) duly accepted

Sealed Envelope–II: Earnest Money Deposit (EMD) for amount of Rs. 15000/-  
(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/ 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/ STL.

**Stage II Bidding (Price bid)**

Tenderer will submit the price bid online as Request for Proposal (RFP) through the online platform provided by STL, currently the Procur(e)ngine.

**Submission & opening of the Stage I 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.

Last date for receipt of completed and sealed tender : Before 11:00 hrs on 27.04.2023

The Bid documents shall be opened in the presence of the STL's Authorised representatives.

E reverse Auction i.e. the Stage II bidding: 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 STL. STL also reserves the right to reject any/all the offers without assigning any reason thereof.

All the documents as per Stage I bidding should be handed over to Mrs. Anooradha Sekar (Purchase Dept.)

In case of any Technical queries you may contact our Job Controller Dr. Milind Zodage (Factory Medical Officer (FMO)) email id : [ohc.k8@dfpcl.com](mailto:ohc.k8@dfpcl.com)>

For commercial queries, you may contact Mrs. Anooradha Sekar on email id. [anooradha.sekar@dfpcl.com](mailto:anooradha.sekar@dfpcl.com)

Thanking you,

Yours faithfully,

For  
Smartchem Technologies Limited

**DEBDATTA CHAUDHARY**  
**Head - Procurement**

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I / We confirm having accepted all the terms as mentioned above

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(Company name, seal and signature of authorized person with designation)

## ANNEXURE I

### 1.0 General Terms and Conditions for Tender submission: -

1. Earnest Money Deposit of Rs. 15,000/- (Rupees fifteen thousand only) in the form of Bank demand draft drawn in favor of Smartchem Technologies Ltd., 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.
2. 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.
3. 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
4. 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.
5. 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.
6. If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
7. Not more than one tender will be submitted by one Tenderer for the same work.
8. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
9. Tenderers have to submit details along with bid self-certified 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 with Income Tax Dept for allotment of permanent income tax code No.
  8. MSME registration certificate (if applicable).

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10. 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 impact commercial value of the contract & such deviation may be added separately & marked appropriately).
11. Valid ISO Certification holder: Name of certification:-----Validity:------(Enclose attested Copy) (if available)
12. Organization Chart: Executive ----- Technical Staff----- (Enclose attested Copy with details)
13. List of requisite resources. (Attested Copy to be enclosed)
14. Audited annual Turnover: for last three Financial Years.
15. List of similar jobs carried out in other company.
16. Client List

## **2.0. Instructions for submission of Tender:**

- a) The Tenderers are advised to thoroughly understand the complete scope of work document 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) No Bidder can bid below the current minimum wages applicable.

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- h) The successful vendor/ Tenderers shall be required to execute formal agreement with STL within thirty (30) days of the issue of the offer and shall start contract on scheduled date as specified in the offer.
- j) i) The Vendor / Contractor shall make payment of wages as per prescribed under the law to its employees deputed under this contract latest by 10th of each month and provide copy of the same to STL. The Vendor / Contractor must go through the relevant Annexures on Statutory Rules which are mandatory on them to be followed regularly.
- k) The Vendor/ Contractor shall from time to time comply with all the provisions of the act, rules, directions provided from time to time.

### **3.0 Amendment to NIT (Notice Inviting Tender)**

At any time prior to the deadline for submission of bids, 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
- If for any reason the bidder withdraws his bid at any time after opening bids.
  - 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**

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- The EMD of the successful bidder shall be returned to the bidder after the commencement of work as per timelines given by STL and on receipt of irrevocable Bank Guarantee towards security deposit.
- 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.
- The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws the 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.
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#### **6.0 Right of acceptance & rejection of Tender:**

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 STL. If a Contractor whose past performance has not been found satisfactory in the opinion of STL, then STL reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders. The decision of STL regarding performance evaluation shall be final & binding on the Contractors.

**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 STL. In exceptional circumstances, 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 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 STL. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by STL due to change in specifications / scope or otherwise.

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

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## Procedure for Reverse Auctioning :-

### 1. Reverse Auction:

- a. 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 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 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, 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 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.

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- g. It shall be the prerogative of STL to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case STL decides to have more than one supplier.
- h. The Tenderer shall be assigned a Unique User Name & Password by 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 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. STL'S decision for award of Contract shall be final and binding on all the Tenderers.
- k. STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

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**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)**

- a. The bidder should have a minimum average turnover of Rs. 75 lakhs per annum during the preceding 3-5 years.
- b. The net-worth of the bidder should be positive during the preceding financial year.
- c. The bidder should have minimum 7-10 years of similar experience with single contract of value not less than Rs. 25.00 lakhs.
- d. The bidder should not have any record of being de-barred or blacklisted by any State / Central Govt. Dept. / any public / private organization.
- e. Compliances with the provisions of 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, Contract Labour Regulation and Abolition) Act, 1970, GST and other statutory compliances to operate / do business in India. The tenderer should carefully go through the Safety related rules as applicable in STL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- f. Should be able to handle any local matters
- g. MSME registration (if registered)
- h. Only professionally competent vendors/ contractors can participate in Tender.

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## **Medical Examination of Male Nurses :**

Contractor should ensure that all the Male Nurses deployed on the said contract job at STL 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 FMO :-

- 1) Complete Physical Examination **by a Doctor minimum M.B.B.S.qualification.**
- 2) X-Ray chest PA view (Once in Pre-employment then once every half yearly)
- 3) Complete hemogram (T&D, Hb at minimum)
- 4) **Urine routine examination.**

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

All entries pertaining to the periodical examination must be made, maintained and submitted to FMO as prescribed in the Factory Act.

The contractor also ensures that the Male Nurses deployed at STL must undergo Police verification at Taloja Police station as well as the native place of the Male Nurse.

All the above documents should also be applicable in case there is new appointment of Male Nurse/s

## **2. Uniform :**

The contractor should provide the deployed Male Nurses a Clean Uniform and shall be responsible for the safety of persons engaged directly or indirectly by them for the works undertaken. This shall be without prejudice to the responsibilities of the Contractor under all relevant regulations and insurance clauses of the general conditions. The failure in providing the uniform to the said staff will attract appropriate penalty as deemed fit by the STL.

## **3. Housekeeping:**

Contractor should create an awareness to all the deployed Male Nurses that they should maintain the cleanliness in OHC.

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**4. 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 STL and shall not release the Contractor of any responsibility under the Contract.

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

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

**6. Declaration of Tenderers/ Vendor / Contractor s Relation with STL Employee(s):**

Should a Tenderers/ Vendor / Contractor s have a relation or in the case of a firm, one or more of its partners a relation or relations employed in STL or in case of company any of its official or relations employed in 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 STL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of is/ are employed, with the Tenderers/ Vendor / Contractor s, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of STL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to STL from time to time. If the Tenderer/ Supplier fails to inform the same, STL shall at sole discretion may reject the tender.

**7. 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.

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Unilateral stoppage of work by the Tenderer shall be considered as a breach of contract and STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

**6. 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, 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.

**8. 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.

Any acquiescence or waiver by STL, of any delay, breach or default committed by Agency shall not be deemed to be or considered as estoppel against STL, or prevent STL, from exercising any of its rights under any of the provisions mentioned in this documents.

**9. ENTIRE AGREEMENT -**

This Terms of tender and Agreement thereto 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.

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**10. Indemnification:**

Vendor / Contractor shall indemnify and hold harmless the STL, its Directors, its personnel, representatives and agents from and against any and all suits, claims, liabilities, costs, damages, losses and expenses (including legal fees and expenses) of every kind and nature, with respect to:

- a. damage of or loss to -
  - i. Injury to or illness or death of any personnel, employee, Vendor / Contractor , agent of the STL or Vendor / Contractor or any third party;
  - ii. Damage to or loss of equipment and / or property, equipment, tools, aids, materials, spares of any personnel, employee, and Vendor / Contractor , agent of the STL or Vendor / Contractor or any third party;
- b. or any other act or omission, by the Vendor / Contractor or third parties, and any of their personnel, sub-contractors, employees and agents. Vendor / Contractor shall indemnify and hold harmless the STL and every member, officer, director and employee of the STL, against all actions, proceedings, claims demands, costs and expenses whatsoever arising out of or in connection with any breach of any applicable law by Vendor / Contractor , its employees, Sub-contractors, agents, representatives, personnel or any other persons for whose action it is liable.

In the event STL is required by a court of law to pay any amount in respect of any claims or demands as aforesaid the amount paid and costs incurred by STL shall be reimbursed by Vendor / Contractor to owner or, alternatively, be deducted by STL from any sum due or thereafter becoming due to Vendor / Contractor from STL under the contract, at STL's discretion. Vendor / Contractor shall not be entitled to dispute or question payments of any such amount by STL notwithstanding such payment being made without its consent or authority.

**11. Notwithstanding anything contained in the contract, Vendor / Contractor is and shall remain solely and exclusively liable and responsible for:**

- I) Supervision of work, quality of material used, method and process of working, conduct and behavior of its employees, immediate and long-term safety of its personnel and agents deployed by it, from time to time;
- II) Any liability, claim for damages or compensation, or any other action arising out of any accident, mishap arising from any negligent act or omission of Vendor / Contractor , sub-contractors, its or their personnel, agents or representatives;

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III) Compliance with health, safety and environment procedures and norms prescribed by competent authorities and STL from time to time.

If STL is required by a court of law to pay compensation to any personnel employed and deputed by the Vendor / Contractor under the provisions of the Employees' Compensation Act, 1923, in particular under section 12(i) thereof, STL shall be reimbursed by Vendor / Contractor such amount or, alternatively, owner may deduct such amount from any sum due or thereafter becoming due to Vendor / Contractor from owner under the contract or otherwise including from the retention money. STL shall not be obliged to contest any claim made against it under the under sub-section 2 of section 12 of the Employees Compensation Act, 1923, except on written request by the Vendor / Contractor and upon provision of full security by the Vendor / Contractor for all costs which STL may become liable to pay as a consequence of contesting such claim.

## **12. DEDCUTION IF NON-COMPLIANCE OBSERVERED -**

If STL job-controller observes non-compliance by the Contractor or its employees in complying with provisions of labour statutes and specific Acts relevant to the Contract, STL shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the STL is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, the STL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the STL to the Contractor whether under this Contract or otherwise.

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

Annual Rate contract for deploying competent Male Nurses at the Occupational Health Centre (OHC) of K7 & K8 Plant, within the purview of following laid down rules :-

l. No of Male Nurses required : 1 Male Nurse in each shift plus One additional Male Nurse to be deployed as reliever for coverage of weekly off to be deployed at the OHC of K7 and K8 Plant. i.e. the required strength per day = 7 Male Nurses. The Occupational Health Centre shall be manned on all the days of the year.

m. Qualification and experience of Deputed Staff :

- a) Male Nurse at K7 Plant : The male nurses posted by the Service Contractor should BSc.Nursing registered with Maharashtra State Nursing Council or equivalent.
- b) Male Nurse should have at least 3-5 years of Industrial experience in a reputed industrial OHC, as per Factories Act.

b) Male Nurse at K8 Plant :

The male nurses posted should be Bsc.Nursing registered with Maharashtra State Nursing Council or equivalent.He should have minimum of 3-5 years experience in a reputed industrial OHC, as per Factories Act.

In both the cases i.e. (a) and (b) above, the Male Nurse should have an ability to handle emergencies independently.

Similarly, before deployment of the Male Nurse, the FMO will conduct both written and oral examination to check the suitability of Male Nurse at STL. It is only after receiving confirmation from our FMO, the Male Nurse should be deployed at STL.

- n. The Service Contractor shall provide a reliever to relieve the Male Nurse after every shift, on Hospital / Factory holidays, weekly off and when the incumbent is on leave.
- o. Rotation of staff posted to the Occupational Health Centre, shall as far as possible be done once in a month, to ensure awareness of general work / activities and continuity of services. Shift schedule should be fixed by the vendor well in advance, preferably in the previous month.
- p. Same Male Nurse should be deputed in the first shift continuously for a period of one month to ensure awareness of general shift work / activities and continuity of services & next month onwards another Male nurse will attend first shift for one month and so on. Shift schedule should be fixed by the vendor well in advance, preferably in the previous month..

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- q. The Male Nurse deployed by Service Contractor should have thorough Nursing knowledge, skill and expertise, knowledge in computer operation.,Microsoft Excel and Word.,powerpoint presentation and should take complete responsibility to provide medical assistance during the working hours at K7 & K8 Plant of STL. His job responsibilities in similar line will be defined by the Factory Medical Office of K8 Plant.
- r. He should be competent in operating critical medical equipments like Automatic External defibrillator ( AED ),Electrocardigram ( ECG ),Medical Oxygen Cylinder ,Suction machine,Nebuliser,Glucometer etc.
- s. He should have therotical and practical knowledge of Cardio-Pulmonary resuscitation ( CPR ).
- t. In case of any serious ailment / injury reported in the Occupational Health Centre, which in the opinion of the FMO, requires shifting of the patient to a hospital, the Male Nurse posted by the Service Contractor shall accompany the patient to a recognized hospital of the Company to provide any medical assistance that may become necessary on the way.
- u. The Male Nurse posted in the Occupational Health Centre shall conduct themselves in such a way that it shall not be prejudicial to the discipline of the factory. They shall be attired in uniform and wear a Nursing Overcoat at all times, while on duty, to signify their status.
- v. The Male Nurse posted by the Service Contractor shall ensure that the medicines and other treatment facilities provided in the First Aid and Occupational Health Centre shall be judiciously used, and only for the benefit of the employees of the factory working in the factory premises as permitted from time to time by the Management of STL.
- w. The Male Nurse posted to the Occupational Health Centre by the Service Contractor, shall operate the Occupational Health Centre under the overall superintendence and guidance of the Factory Medical Officer.
- x. Payment to deployed Male Nurse and other responsibilities of the Service Contractor:
  - a) The Service Contractor shall pay the Male Nurse posted to Occupational Health Centre, not 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 Male Nurse deputed by the Service Contractor for duty in the premises of STL. Please refer the ***Annexure on Statutory rules & regulations.***
  - c) The Male Nurse 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.

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- 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.
  - y. Facilities: Being an essential services STL shall allow Male Nurses to travel in Buses provided for STL Staff.  
Canteen facility will however be provided to the Male Nurse deputed by Service Contractor under this contract for which the food cost should be borne by either the contractor or the nursing staff. These charges will not be borne by STL.
  - z. Payment shall be made on actual attendance at site on pro-rata basis as per 'schedule of quantities.
  - aa. 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 30 days subject to deduction of any applicable taxes / levies or statutory dues.
  - bb. Additional conditions for Schedule of Work : The working hours will be as per the shift timings suggested by the Factory Medical Officer (FMO).
  - cc. The deployed Male Nurse may have to attend duty at our JNPT site if required, he will not be paid any extra charges for the same. The company will arrange transport for him.
  - dd. The Contractor's employees shall not wander around in the factory premises during the working hours or after their working hours. Their movement shall be restricted to the OHC premises only.
  - ee. The Contractor's employees shall adhere to all the security & safety precautions as prescribed by the Company from time to time.

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**ANNEXURE - I**

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

The contractor should fill in the rates separately on the Request for Proposal (RFP) and should submit as per format given below :

**PRICE BID FORMAT (to be filled in online of Ariba's E-procurement portal)**

Deploying of Male Nurses as per terms and conditions as given above  
No of Male nurses = 1 Male nurse per shift each at K7 and K8 OHC, & 1 Male Nurse in reliever position.

Total Number of Male nurses per day = 7 Nos

Cost per Male Nurse per month = Rs. \_\_\_\_\_

The above should be an all-inclusive rate per Male Nurse.  
This also should include the rate of Reliever. No extra cost for Reliever will be paid.  
Only GST will be borne by STL extra as applicable.

The quoted rates should remain constant throughout the contract period including the extended period. No escalation on any other ground shall be allowed.

**Commercial Terms**

1. **Security Deposit** : In the event of finalization of contract on the evaluated bidder, the bidder (contractor) shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days of issue of LOI/PO. The security deposit can be furnished by way of irrevocable Bank Guarantee drawn on 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.

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2. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.
3. **Termination Clause :** The Contract can be terminated by either party with a clear notice of 3 month to the other party, extendable by agreement till such time, STL finds alternate arrangements. However, STL reserves the right to terminate the contract forthwith without any compensation in case of breach of any of the contract terms.  
In case of unsatisfactory performance or breach of contract terms on part of the contractor, STL reserves the right to terminate the contract forthwith. STL shall also have right to extend the Contract at its own discretion.  
On termination of the contract, the contractor will hand over all the equipment/furniture/ article etc. supplied by STL in good working condition back to STL except normal wear and tear.  
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, 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 STL finds alternative arrangement. Repetition of penalty may lead to termination of contract.
4. Even if renewal of contract not being considered, we reserve our right to extend the expiry date by not more than 3 months for the purpose of smooth handover.
5. **Invoicing**  
Only one Invoice should be submitted every month to our Job Coordinator for his certification and preparation of Service Entry Sheet. The payment shall be released by RTGS or NEFT with nominal charges per transaction. The Contractor shall provide the requisite details of their bank, Account No. Branch code, etc.
6. **Terms of Payment:** Payment will be made within 30 days from the date of certification of your Invoice. The payment will be made through RTGS/ Bank Transfer for which the vendor should submit their bank details
7. **Penalty :**  
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. STL has enumerated the following Penalty clauses :
  - a) In case any deployed Male Nurse is found :
    - Violating the safety / statutory norms

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- Violating any rules laid down by STL Management
- found accepting bribe
- found stealing STLs belongings in plant and / or in OHC
- found involved in any illegal activities within the premises,
- found under the influence of Alcohol / Tobacco / any other narcotics or drugs
- found misbehaving with any of the staff of STL.
- found sleeping and / or not performing his duties as per FMO's instructions
- At any time during the tenure of contract, the Male Nurses cannot decline the orders of FMO for working at the allocated job location (K7/K8 / JNPT).

For any such misconduct as above, either penalty or suspension of duties of the concerned Male Nurse will be at the sole discretion of STL management.

- b) **Penalty due to Shift vacant** : In case the deployed Male Nurse has not attended the duty on any day for any reason whatsoever, penalty equal to his attendance per day of 8 manhours shift plus penalty up to Rs. 1000/- shall be applicable per incidence.
- c) **Penalty due to position vacant** : In case any position is kept vacant then an amount of Rs. 1000/- will be imposed as penalty per each day apart from the wage of the vacant position.
- d) Deployment of Male Nurse on overtime (OT) is strictly not allowed. However, as per the instructions of FMO, if any continuity of shift-duties beyond 2 consecutive shifts, the same will attract penalty of Rs. 500/- per incidence.
- e) The deployed Male Nurse should not leave OHC till the reliever reports on duty. Any such incidence whereby the Male Nurse leaves OHC before the reliever reports on duty, the same will attract penalty of Rs. 500/- per incidence.
- f) Besides the above Penalty, the other penalties imposed will be on account of non compliance of Safety Rules given in our Annexure.
- g) Repetition of penalty may lead to termination of contract and / or any other disciplinary action as deemed by STL
- h) Incase of any natural calamity as declared by the Govt of India, the penalty will be at the discretion of the STL management.

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8. **Award of contract :** It will be the sole discretion of Smartchem Technologies Ltd (STL) to award the contract.
9. Mobilization: Within 30 days from the date of receipt of PO/ email confirmation.
10. **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.
11. **Supervision:** A competent supervisor 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. The Male Nurses deployed at STL's Plants shall follow at all times, the instructions given by the FMO.
12. **Labour Laws:** 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.
13. **Validity:** This contract is valid for a period of three years wef. initial order date. The same will be extended by a suitable period and the same will be at the discretion of STL.
14. **Notices:** Any notice required to be given by either party shall be validly given if it is in writing and sent at the above-mentioned address.
15. **Breach of Contract :** 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 contractors due to the negligence / mistake on part of any manpower employed by the contractor will be dealt with seriously and will culminate in recovering from your monthly bills.

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16. **Jurisdiction** : All or any dispute relating to this contract arising thereof shall be subject to the jurisdiction of the Court at Panvel, Raigad.
17. **Arbitration** : All disputes or differences whatsoever arising, between the parties out this order or the breach thereof shall be referred to Sole Arbitration or Online Arbitration to be nominated by STL & the Contractor mutually in accordance with Arbitration and Conciliation Act 1996 and subsequent amendments. The award passed in pursuance thereof shall be binding on the parties. Arbitration sitting shall be in a place as chosen by arbitrator and the proceeding shall be conducted in English.
18. **Force Majeure Conditions:** Neither Contractors nor STL shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused, without limitation, due to war, hostilities, revolutions, epidemics, lock-down, rebellion, mutiny, civil commotion, fire riots, earthquake, drought, floods, drought, civil commotion, strike, act of God or due to any restraint or regulations of the State or Central Govt. or a local authority/authorities provided a notice of such occurrence is given to other Contractors in writing within 5 (five) days of the occurrence of force majeure conditions, furnishing therewith a documentary evidence supporting the invoking of force majeure clause. On cessation of force majeure, the Contractors invoking force majeure conditions shall also give documentary evidence thereof to this effect i.e., cause of force majeure and for the duration of force majeure. In case of force majeure lasting continuously for a period of one months, both the parties should consult each other regarding the future execution of the contract. No other cause shall be considered to be the cause of force majeure.

**20. STL not responsible for Contractor employees: -**

The contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the Contractors for all purpose whatsoever and shall not be deemed to be in the employment of STL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever STL shall not be held responsible and if STL is held liable or responsible in any manner whatsoever for the default or omission on the part of the transporter in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the contractor in respect of any matter whatsoever, STL shall be reimbursed by the Contractors for

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the same as also any other expenses or costs incurred by STL on any proceedings or litigations as a result of any claim, demand or act on the part of contractor STL shall be entitled to claim damages or compensation from the contractor in that event. The STL reserve its right to deduct the above stated claims/ expenses etc. from the dues of the contractor whether under this contract or any other contract or otherwise recover the same from contractor.

21. The contractor is liable to take all precautions in respect of his vehicle, men and materials as per safety code. In case of any injury or casualty of contractor's Male Nurses / employees during working hours or outside, the contractor shall be solely responsible and to pay all the compensation/ex-gratia/aid, etc. as claimed by respective victim. STL will not be responsible for such compensations, nor shall pay/reimburse any cost to the contractor or his employees. The contractor shall be liable to STL for any act of commission or omission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to STL.

22. **Contractor to indemnify STL:**

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

The Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Contractor and if, the Company has to take-over the liability, the Company shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by the Company to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to the Company.

23. The Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Contractor, as the case may be, adjudged to be liable to any penalties or

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to pay any penalties or to pay any compensation, such liability, the Contractor and if, STL has to take-over the liability, STL shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by STL to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to STL

**24. Breach of Contract:**

Unilateral stoppage of work by the contractor shall be considered as a breach of contract and STL reserves the right to take such action as it may deem fit keeping its interest as paramount. In case of stoppage of work, the contractor has to clearly give in writing the reasons thereof, for work stoppage, and further the contractor should provide a concrete plan as to when he will resume the work.

**25. Non-compliance:** If Company's job-controller observes non-compliance by the Contractor in complying with provisions of laws/ statute and specific Acts relevant to the Contract, Company shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the Company is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor whether under this Contract or otherwise.

**21. Dispute not to holdup work:** The successful Tenderer(s)/ Contractor 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 Contractor shall be considered as a breach of contract and STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

**22. Job Controller** – Dr. Milinkumar Zodage (FMO) of STL shall be the job controller or any other person appointed by the Company from time to time.

(Following declaration to be given on Contractor's letterhead)

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**DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF BANK GUARANTEE/ SECURITY DEPOSIT**

1) Whether your Firm/Company is blacklisted by STL or any other Public Sector / Govt. / Quasi-Govt Organization / 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)

(On Contractor's letterhead)

**GENERAL INFORMATION:**

1. Name & address of the Tenderers Firm / Company: \_\_\_\_\_

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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)

(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 OHC Contracts engaged in & around Navi Mumbai with Average value of Contract:

(Signature of the Contractor & Seal)

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**EHS REQUIREMENT / INSTRUCTION FOR THE CONTRACTOR  
APPLICABLE FOR ALL JOB WORK UNDERTAKEN AT K7, K8 PLANT AND JNPT OF  
SMARTCHEM TECHNOLOGIES LTD. (STL)**

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

**EHS REQUIREMENT:**

**a) Covid19 specific PPEs, Medical examination & Entry level instructions :**

1. If there is suspected / symptoms of COVID to worker then COVID test of individual worker must be in Vendor / contractor scope
2. All COVID – 19 related PPEs must be in Vendor / contractor scope.
3. As per Govt. guidelines, the contractor should not deploy any of their employees, staff and / or workers above the age of 60 years, visitor above 65 years of age , to STL and/or Plant DFPCL premises. Any such attempt by any of the contractor will be viewed seriously, which will lead termination of contract / job work and black-listing of the contractor from the vendor-ship relations with STL and/or DFPCL.

b) Special instructions-PPE :Wherever and when the site visit is required, the following PPE specific requirements should be follows :

- 1) ISI mark helmet to be provided of Udyog make (same as we are providing to our employees).
- 2) ISI marked safety helmet to be provided of Bata make (same as we are providing to our employees).
- 3) ISI marked antifog goggles to be provided same in-line with that is provided to our employees.
- 4) BIS certified–Safety helmets with Test certificate only will be permitted – Yellow colour
- 5) Max 3 manufacturers will be permitted to supply safety helmets -M/S. Udyogi ; M/S. Venus and M/S.ACME–most preferred supplier M/S Udyogi
- 6). Safety helmet with ratchet with a smooth rotor will be selected.
- 7) Safety helmet will be replaced once in 3 to 5 years or in case of damage
- 8) Safety helmet will have provision to attach face shield & ear Muff suitably
- 9) Safety helmet with soft sweat band on fore head will be selected
- 10) Old helmets should be disposed after destroying the same

**c) General Requirement**

1. Medical exam and Safety training to the contract employees before issuing the gate pass with stamp. (Green colour triangle)
2. Nomination of safety officer / representative by the contractor.

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3. You shall engage / depute competent manpower as per nature of job. Periodic EHS training shall be provided by your supervisor and records shall be maintained. Daily tool box talk shall be given before starting the job activities.
4. You shall maintain your EHS performance in “**Rating A**” as per our evaluation methodology failing to which your contract may be terminated / not renewed.
5. If you have doubt about job requirement immediately consult job coordinator / Filed Executive in that area.
6. Submission of the valid test certificate of tools and tackles 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.
9. 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
11. 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 & **hand gloves** etc.
12. For cutting set - Use of good condition wire mesh cover / braided 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 filter / cooler fixed at various location
17. Only follow the pedestrian road & identified road crossing area to enter into plant area.

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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- 5085, Control room – 5050, 5060 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”

**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 STL supervisor.

**ELECTRICAL RELATED REQUIREMENT:**

1. All welding machines shall be with proper detailed name plates.
2. Vendor shall arrange ELCB/RCBO of suitable rating as per equipment sizing with leakage current rating of 30mA for domestic portable appliances & 100 mA for industrial machines /equipment's.
3. ELCB's used shall be of standard make. i.e SIEMENS, LEXIC/LEGRAND, ABB, Schnider, Havels only.

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4. 2 Runs of 6 sqmm CU single core flexible green cable/ 16 sqmm AL single core flexible green cable shall be arranged by vendor as equipment earthing. Minimum length required 20 mtr.
5. Distribution boards shall be of IP65/IP 67 with proper stand as per attached photograph.
6. All single phase distribution boards shall be provided with 2 no's of earthing followed by 30 mA ELCB.
7. Cables used for 3 phase / single phase shall be as per equipment rating and shall be of :  
4 core armoured cable in case of 3 phase – 3 wire. ( For three phase minimum 4C X 6 sq mm or 10 sqmm copper multi-strand cable shall be used  
5 core armoured cable in case of 3 phase – 4 wire. ( For three phase minimum 5C X 6 sq mm or 10 sqmm copper multi-strand cable shall be used)  
3 core armored / screened cable in case of single phase. ( For single phase minimum 3C X 2.5 sqmm multi-strand copper cable shall be used).
8. All portable 3 phase blowers / vacuum pumps shall be provided with dedicated starter panel with appropriate rating of MPCB /power contactors etc. followed by earth leakage relay (e.g. MPR 300 make L&T)
9. All portable single phase equipment's cable length shall have max length not more than 3 mtr.  
In any case required length becomes short then use of extension board along with armoured/screened cable is mandatory.
10. All required single phase & three phase metal clad / polyamide plugs along with necessary cable glands shall be arranged by contractor only.  
Cable glands used shall be of double compression with PVC hood only.
11. All welding machines & extension boards shall be covered by proper monsoon protection canopy.
12. Any contractor who is working on electrical equipment's shall have supervisory / wiremen PWD license.
13. All kind of cables shall be free from mechanical damages and free from twist.
14. In case of any abnormalities found STL representatives are free to reject the same unconditionally.
15. All Portable welding machines shall comply the requirements as per IS 818.
16. To comply above pre-requisites contractor can deploy its electrician who has authorized PWD license copy.
17. All cables used for job shall be free from joints. In case joints are required, it should be through insulated Panduit lugs or insulated straight through lugs with overall insulation on each core & all cores together.
18. Any new electrical equipment being brought at site shall not be used unless it is checked & certified by STL electrical representative. This includes testing of RCCB/RCBO also. Decision of STL will be final in this case. It will be the responsibility of contractor & STL job co-ordinator to get it certified.

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19. Electrical equipment shall be handed over to electrical department at least one day in advance so that proper checking & suitable resource arrangements can be planned.

**Failing to comply with the above requirement may lead to suspension of the gate pass of individual contract employee / suitable monetary penalty to the contractor / termination of the contract.**

**Safety Rule Violation – Nonuse of Personal Protective Equipment (PPE), Non-following standard rules / instructions, carrying out unsafe act / creating unsafe condition which may lead to first aid / minor injury.**

**PENALTY – Rs. 500/- per incidence**

**Minor Incidence / Serious Deviation – Repetition of safety rule deviations, use of defective tools / tackles / equipment / PPE, Unsafe act / condition may result into serious injury.**

**PENALTY – Rs. 10000/- per incidence**

**Major Incidence - Case of Reportable accident / Fatal Accident.**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law.

#### **EMERGENCY RESPONSE AND FATAL INCIDENT REPORTING**

CONTRACTOR shall meet their responsibilities as per the 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,

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employee, representative, or agent of the Contractor or any Subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee 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 STL or the STL 's Representative, or officials, attorneys, employees and agents thereof.

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**Annexure**  
**Statutory Rules and Regulations for the contractors / Vendors**

Applicable for all job work undertaken at K1, K7, K8 Plant and JNPT of Smartchem Technologies Ltd. And / or Deepak Fertilisers and Petrochemicals Corporation Ltd. The Vendor / contractor should strictly follow all the Statutory Rules and Regulations as per the norms of Smartchem Technologies Ltd (STL) and / or Deepak Fertilisers and Petrochemicals Corporation Ltd. :

- A) The Vendor /contractor should understand the scope of works clearly.
- B) The list of documents / certificates (as applicable) as required by STL / DFPCL 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 etc. 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 STL/ DFPCL 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 STL 's premises under the above work.
  - 12.Record of having attended the Safety Training
  - 13.Identity Card xerox.

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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.

2. P.F. / ESIC paid challans alongwith ECR
3. P.T. paid Challan
4. Labour Welfare Fund challan
5. Muster Roll cum Wages Register
6. Register of Deductions
7. Register of Overtime
8. Register of Fines
9. Register of Advances
10. 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

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- 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.

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