



DEEPAK FERTILISERS
AND PETROCHEMICALS
CORPORATION LIMITED

DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LIMITED

Registered office at: - Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra, India

Plant at: DFPCL Unit-Plot No K-1 to K-6, Talaja MIDC Industrial Area, Raigad, Maharashtra, India-410208
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**Subject: - Tender For Civil Services – Bitumen Road Works at Deepak Fertilisers And Petrochemicals Corporation LTD
Taloja K1 Plant.**

Tender Ref.: DFPCL /CIVIL/01/ 2023-24

Date: 15.02.2024

Sealed Technical bids are invited from professionally competent service providers of Civil - Bitumen Road Works in Sealed Envelope with EMD. The sealed envelope shall be super scribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Swapneel Attarde or Mr. Yuvaraj Naik, At Deepak Fertilisers & petrochemicals Corporation ltd at Plot K8 MIDC Industrial Area, Talaja, 410 208, Dist.: Raigad, Maharashtra, India

Stage I Bidding –

- **Sealed Envelope- I:** - Technical Bid- General Terms and Conditions, Commercial Terms and Conditions, Special Conditions and Scope of work (Excluding price Bid)
- **Sealed Envelope- II:** - Earnest Money Deposit (EMD) for Amount Rs.1,00,000 (Rs. One Lac only) per unit & Price Bid (Please be guided with Annexure-I)
- The Scope of work for each activity mentioned in annexure of this tender (Excel Sheet -Annexure C)
- You will submit the closed technical bid in hard copy and in 2 envelop system by hand or through courier to DFPCL latest by 22.02.2024.
- The commercial price bid will be invited from technically qualified Tenderers.

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

Stage II Bidding -

Submission & opening of the Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I- Two Envelope system) signing on each page along with requisite document as mentioned in pre-qualification criteria and EMD & every component by the authorized signatory in Purchase Department of the Company latest by 22.02.2024 up to 15.00 PM.

All the above documents should be hand delivered or Couriered to the following address.

Mr Swapneel Attarde or Mr. Yuvaraj Naik (Representative of DFPCL)

Deepak Fertilisers And Petrochemicals Corporation Ltd.

Unit- Plot K-7 & K-8, Taloja MIDC Industrial Area,

Raigad, Maharashtra, India-410208

Phone: 022-5044 3017 and 022-5044 3019

The Stage I Bid documents shall be opened within a week from the last date of submission tenders.

During Commercial Price Bid (Technically qualified Tenderers) need to quote for each activity as mentioned in Stage I excel sheet attachment Annexure C. We may reject the tender in case you do not quote for all items. As this is a volume contract, the contract will be awarded to two/three/four agencies. **DFPCL reserves the right to split contracts among many agencies at their sole discretion.**

E-Auction:

After submission of Stage I bid documents and close price bid, the E auction will be conducted. The E auction will be governed by the Business Rules for online Auction as per enclosed pages in Stage I bidding. Only Technically acceptable Tenderers against the tender can participate in further process. DFPCL's decision on technical evaluation shall be final and no correspondence shall be entertained in this regard. 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. 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 as below.

K1 - DFPCL Unit - Shri. Manish Pandit (Tel. 022-5068 44611, Mob. 9820950194)

For commercial queries you may contact

Mr Swapneel Attarde Tel No: - 022 5044 3017 (Mob.9833004627)

Mr. Yuvaraj Naik Tel No: - 022-5044 3019 (Mob.7892776483)

Thanking you,

For Mahadhan Agritech Limited

Srungavarapu Srinivas Rao

Senior General Manager-Sourcing & Supply Chain (Materials)- Corp Sourcing.

The following are Pre-qualification criteria to be submitted along with Stage I Tender document.

- [a] Annual Turnover of minimum Rs 1 Crores including group companies.
- [b] Only professionally competent contractors should participate in the Tender.
- [c] The net-worth of the bidder should be positive during the preceding financial year.
- [d] Compliances of statutory requirement like registration under ESIC Act, PF Act, GST and other statutory compliance to operate/ do business in India.
- [e] Minimum 3 to 5 years of experience in Similar field and details of similar ongoing works including group companies.
- [f] List of clients of the Company/Firms.
- [g] Details of manpower owned technical, and staff submitted along with the tender.
- [h] List of requisite tools & tackles, equipment. (Attested Copy to be enclosed).
- [i] 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, 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 DFPCL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- [j] Should be able to handle any local matters.
- [k] The contractor should have a valid MSME registration, if applicable and a copy of the same should be sent along with the tender document.
- [l] Organization Structure

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

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ANNEXURE I

GENERAL TERMS AND CONDITIONS

1. Earnest Money Deposit of Rs.1,00,000/- (Rs. One Lac only) in the form of Bank demand draft (drawn on public sector bank or reputed private bank only) will have to be submitted in favour of Mahadhan Agritech Limited payable at Mumbai along with tender document. Tenders received without EMD will be disqualified
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidence for the following:
 - a] Registration/ incorporation certificate as Proprietary/ Partnership Firm/ Private Ltd or Public Ltd. Company/ LLP.
 - b] Registration certificate with PF organization for allotment of PF code number.
 - c] Registration certificate with Goods and Service Tax (GST).
 - d] Allotment letter under ESIC Act
 - e] Registration certificate under Maharashtra Labor Welfare Board.
 - f] Registration certificate for professional Tax.
 - g] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - h] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid. document and not to stipulate any deviation.
 - i] ISO Certification holder: Name of certification: -----Validity: -----(Attested Copy to be enclosed)
 - j] Organization Chart: Executive -----, Technical Staff----- (Attested Copy to be Enclosed giving the details)
 - k] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
 - l] Audited annual Turnover: for last three Financial Years.
 - m] List of similar jobs carried out in another company.
 - n] Client List:

Special Note: The contractors/Tenderer's who are registered with DFPCl need not to submit the documents mentioned above.

4. DFPCl reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
5. Late tender will not be accepted / received.
6. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by the party who resort to canvassing will be liable for rejection and forfeiture of EMD.
7. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for the opening or closing day of the tender as the case may be. The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement is received shall be catered at same auction price.
8. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.
9. If the Tenderers give wrong information deliberately to create conditions for acceptance of the tender, the DFPCl reserves the right to reject such tenders without assigning any reason.
10. Not more than one tender will be submitted by one Tenderer for the same work.

1.0 INSTRUCTIONS FOR SUBMISSION OF TENDER:

- 1) 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.

2) Tenderers shall quote the tender in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Tenderer. Tenders should be signed & stamped 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.

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

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

5) 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 DFPC Management.

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

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

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

2.0 AMENDMENT TO NIT (Notice Inviting Tender)

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

3.0 SUBMISSION OF TENDERS:

The Bidder shall bear all costs associated with the preparation and submission of the 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. A metric measurement system shall be applied, wherever it is applicable.

4.0 EARNEST MONEY DEPOSIT (EMD)

The amount of earnest Money shall be deposited in the form of bank demand draft drawn on reputed public sector bank or reputed private bank only). **The EMD should be in the name of Deepak Fertilisers & Petrochemicals Corporation Ltd.** payable at Panvel/ Mumbai. The EMD will be forfeited in the event of the Contractor/Tenderer failing to commence work within the 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be Returned to the bidder after the commencement of the work and on receipt of bank guarantee towards security deposit (if applicable). The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participating bidders will be refunded within one month.

5.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

6.0 VALIDITY OF BIDS:

Bids shall be valid for at least 90 days after the date of price bid opening prescribed by the DFPCL. A bid valid for a shorter period may be rejected at the discretion of DFPCL. In exceptional circumstances, DFPCL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of DFPCL. Where the bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid after commercial bids have been opened unless asked by DFPCL due to change in specifications / scope or otherwise. The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement is received shall be catered at same auction price.

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

7.0 PROCEDURE FOR AUCTIONING

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

[b] Auction shall be for a period of 30 minutes or as per DFPCL requirement. If a Tenderer places a bid in the last **2 minutes** of closing of the Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **2 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 **2 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case there is no bid in the last **2 minutes** of closing of 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] After the completion of Auction, the **Closing / Final Price (CP)** shall be available on auction screen.

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

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

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

7.5. The Tenderer shall be assigned a **Unique Username & Password** by DFPCL's. The Tenderer is advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from DFPCL. To ensure confidentiality. All bids made from the Login ID given to Tenderer will be deemed to have been made by them.

7.6. The Tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:
Leading Bid in the Auction (Current Lowest Rate)
Opening Price & Decrement Value.

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

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

8.0. SUBMISSION OF TENDERS:

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

ANNEXURE II

Special Terms and Conditions

SAFETY ASPECTS:

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

ISI mark yellow helmet to be provided of Udyogi or any standard company.

ISI marked safety shoes to be provided of Bata make or any standard Company.

ISI marked antifog goggles to be provided of any standard company.

If any deviation noticed, then the company will provide the helmet and safety shoes and will deduct the landing cost at actual incurred by company. After repetitive incidents of violation of safety PPES by Tenderer, serious penalty amount will be deducted from Tenderer's invoice as per safety requirement.

a) Penalty for violation of Safety norms: Rs 500 for first instance per person, in multiple for next similar violations.

b) The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Tenderer/ Contractor must report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty.

c) No young and Minor Child labour shall be allowed to enter and work at the site of DFPCL.

d) The Tenderer/ Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of DFPCL Supervisor and Safety Officer.

e) Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB proper earthing. The same shall be inspected by DFPCL Safety Officer and Electrical department.

f) Tenderer/ Contractor shall deploy Safety Supervisor for the manpower condition more than of 20 CL & 30 CL

g) Tenderer/ Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Maintenance In charge. 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 from time to time to protect body from each activity.

h) Safety Work Permit system to be followed while performing any job. will be issued by Tenderer/ Contract Safety Officer, will perform inspections/checks that all jobs for safety procedures to be followed.

i) Safety Training, First Aid Training, shall be given to all workers on first day and for five minutes every day at the start of the day.

j) No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.

k) Housekeeping on site is essence of the contract. The site will be cleaned at start and end of the work every day by the Contractor/Tenderer.

l) Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will have proper earthing arrangement. All electrical required to check from MAL electrical dept. And put equipment inspection tag required before put in use.

m) All workers shall be provided with written and understandable Information about their employment conditions in respect to safety & wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid and deduction of fines for non-compliance of safety standards if any.

n) There should be no discrimination in hiring, training, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.02. Safety Training

1) Tenderer/ Contractor has to deploy experienced trained and skilled manpower for the job assigned.

2) Safety training will be given by DFPCL Safety officer to all manpower reported on duty. Tenderer/ 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 the agreed procedure safety training will be given and the adequacy of safety PPE's will be checked by the Safety Officer.

3) Safety training certificates will be issued to all Tenderer's/ Contractors' workers. Every Contractor/Tenderer's worker will maintain a safety certificate copy with him for the period of work inside the factory/ work site of DFPCL. The certificate will be valid for a period of six months from the date of issue. After the validity, Tenderer/ Contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.

4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

5) Falsification or tampering of records, including safety certificates, attendance records, academic credentials, etc., will be considered as default and may invite penalty upon the Contractor.

1.03. Accidental Reporting

1) Safety of the worker/s is the essence of the contract.

2) Any unsafe condition noticed by the Tenderer/ Contractor/Contract worker shall be notified to the DFPCL Supervisor and Safety Officer on duty.

3) Any near miss, minor injury, First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Tenderer/ Contractor within 4 hours, with cause of the incident.

4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC/ Factory medical officer shall be made available by Tenderer/ Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of the Tenderer/ Contractor to make available in time the best treatment to its worker at his cost/insurance. DFPCL shall not be responsible for the same.

1.04 Safety Performance

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

2. Labor law and Safety codes:

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

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

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

The Tenderer/ 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 labor laws.

2.01 Deployment of Medically Fit Manpower:

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

2.02 MEDICAL EXAMINATION:

Tenderer/ Contractor should ensure that all its Workers/Supervisors deployed at DFPC sites undergo pre-employment fitness examination. The form No.33 (Prescribed under Rule 68T & 102) should be filled in for all its Workers/Supervisors deployed and should be submitted by Him/her to the user department.

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

Complete Physical Examination, This will be done at DFPC OHC

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.

Each Personnel should use required Personal Protective Equipment's (PPE) as per Job (Minimum: Safety Shoes, Canvas Gloves, Welding Face shield attached with helmet safety goggles) For a work at height each person should use individual safety helmets with two lifelines (in good conditions).

Failure or negligence on part of Contractor in following these health and safety rules shall invite penalty as may be decided by the management and/or as described herein below.

2.03 Safety Organization of Tenderer:

The Contractor/Tenderer shall be fully responsible for supervision of its personnel to ensure that they strictly adhere to all applicable safety fire requirements.

The Contractor/Tenderer shall appoint one of its personnel on the work site as a Safety officer with the approval from the plant. Contractor/Tenderer shall employ skilled, experienced, trained, and dedicated safety personnel as per below details:

Safety officer deployment as per term of contract – 01 against 20 CL

Ensuring barricading in the area while work is in progress by Contractor/Tenderer

If Space/shed provided to Contractor/Tenderer – Prime responsibility and accountability of Contractor/Tenderer to ensure it neat and tidy and no unsafe conditions at any time.

Quality PPEs provision – ISI - marked safety Shoes, ISI - marked Yellow Safety Helmets, EN166 marked Safety Goggles, ISI marked dust masks, ISI marked Safety harness with double lifeline and with shock absorber, Coveralls.

BIS certified – Yellow color safety helmets with Test certificate worn by Contractor/Tenderers /contract workmen.

Contract safety officer shall conduct training for all contract employees as per guideline given by DFPCL safety dept. The Contractor/Tenderer's owner / line manager in charge on site shall be responsible for formation of the organization and coordination the Contractor/Tenderer's Safety activities. This organization shall take responsibility for all safety related activities with respect to their jobs.

2.04 Recruitment, Training of Contractor/Tenderer's Personnel: -

The Contractor/Tenderer shall at his own expense ensure that all its personnel and sub-contractor's personnel have been given the necessary safety, job-related training required by DFPCL regulations and will provide proof to the effect. The Contractor worker/Tenderer's personnel shall participate in any additional training, which may be provided by DFPCL. Access to work site by the Contractor/Tenderer's personnel shall be denied if not complying with the rules and regulations at site.

2.05 Minimum Entry qualification for contract Personnel:

The contractor/Tenderer shall employ only those personnel who are trained in their trade or otherwise having sufficient working experience to ensure their and others safety while on the work.

Contractor/Tenderer shall employ only those personnel who at least can speak & read Marathi, Hindi or English. Contractor/Tenderer shall maintain up to date record of qualification and experience of his personnel and produce it to concerned DFPCL authorities in advance.

2.06 Safety Meetings: -

The Contractor/Tenderer shall be responsible for maintaining and enhancing the Safety awareness of the workmen working under him, including sub-contractor. The Contractor/Tenderer will inform the DFPCL safety manager of the time and place of safety meetings arranged by him. Copies of minutes / records of Contractor/Tenderer's safety committee meetings shall be sent to the DFPCL Safety Department. The Contractor/Tenderer and sub-contractor's personnel are to be encouraged to contribute actively to safety meetings and to identify S.H.E. topics for inclusion in the agenda for a safety meeting. Toolbox talk should be conducted before conducting any maintenance activity. Safety committee meetings conducted by DFPCL should be attended by a nominated representative of the Contractor/Tenderer and he shall ensure the communication of same for his employees. This scheme is applicable to all Contractor/Tenderers working in the complex.

2.07 First Aid and Industrial Injuries: -

Tenderer shall maintain first aid facilities for his employees. All industrial injuries (minor & major) shall be reported promptly to Engineer-In-Charge, and a copy of Tenderers report covering each personnel injury requiring the attention of a physician shall be furnished to Company.

2.08 Health

It is the responsibility of the Tenderer to provide hospitalization expenses, to carry the injured or sick personnel on duty to the designated hospital and to pay salary as per statutory requirements in case of absence from duty after suffering from occupational injury and to take post-hospitalization care with salary paid till the injured joins back duty / resigns / retires.

To provide documented proof for providing medical care / hospitalization, bearing hospital expenses, salary paid during and post hospitalization till complete recovery / not recovery - to Occupational Health Center

To provide Fitness certificate from the hospital at the time of joining duty after suffering from occupational injury while on duty - to Occupational Health Center

To provide Unfit certificate from the Hospital as the case may be – to Occupational Health Center

The Tenderer should provide the following details to Occupational Health Centre on the first day of beginning of contractual period.

Name with phone number/s of the manpower

Name of the close relative/s of the manpower with phone number/s

Residential address of the manpower

Name of the Registered / Tie-up Hospital with phone number and Doctor's name/s – wherein the manpower provided needs to be hospitalized if required.

2.09 Schedule of penalties for safety violations

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

EHS PENALTY MATRIX		
No.	EHS Offence / Misconduct	Penalty Amount
1.	Failure to wear PPE / Improper use of PPE.	Rs.250 / Incident if PPE is supplied but not worn by the workmen. Rs.1000 / Incident if PPE not provided by the contractor.
2.	Not attending EHS meeting or any other Safety Program or Function.	Rs.200 / Incident
3.	Failure to submit EHS documents (EHS plan, work method statement, Emergency plan, and Risk assessment, JSA, within the stipulated period.	Rs. 500 / Incident
4.	Failure to submit report on incident / accident and near miss within the stipulated time.	Rs. 500 / Incident
5.	Misuse / damage to property / equipment / infrastructure.	Rs.1000 / Incident and in addition contractor to pay for the cost of items repair.
6.	Poor housekeeping and improper stacking of materials at Contractor shed and during & after completion of job in plant.	Rs. 500 / Incident
7.	Use of equipment without Inspection tag or its unauthorized use and alterations.	Rs.1000 / Incident & immediate rectifications
8.	Use of damaged or uncertified lifting tools and Tackles.	Rs.1000 / Incident & immediate rectifications
9.	Unsafe Act / Condition	Rs.500 / Incident & immediate rectification.
10.	Failure to provide for and use unsafe working platforms, means of access to the work place, where work is required to be carried out beyond a person's normal reach.	Rs.1000 / Incident & immediate rectifications
11.	Allowing fall of material from height or throwing materials from height or not barricading dangerous zone on ground or not providing signage to warn.	Rs. 2000 / Incident
12.	Working without work permit Violation of work permit / work instructions	Rs. 2000 / Incident Rs. 1000 / Incident And Immediate rectification
13.	Adopting unsafe tapping / connections / termination of electrical lines or use of defective electrical fittings to be submerged in water or not providing ELCB / RCCB / RCBO	Rs. 2000 / Incident & immediate rectification
14.	Environmental incidence (spillage / Leakage, high noise / unabated dust in work environment)	Rs. 2,000 / Incident and in addition contractor will pay for the cost of cleanup and other incidental expenses.
15.	Failure to dispose of waste as per approved DFPCL / STL practices	Rs. 1,000 / Incident and in addition contractor will pay for the cost of cleanup and other incidental expenses.
16.	Minor incidence / Serious deviation - Repetition of safety rule deviations, use of defective tools / tackles / equipment / PPE, Unsafe act / condition may result into serious injury.	Rs. 10,000 / Incident
17.	Major Incidence - Case of Reportable accident / Fatal Accident.	As decided by STL, depending upon the nature & scope of works.

2.10 UNIFORM:

The Contractor/Tenderer staff shall wear uniform as per work environment, After finalization-color code will be given to Contractor by user team for recognition of team in unit), Boiler suite (As per standard), Rainy wear (During monsoon) while working inside plant premises. They shall also wear badge/name plate/Printed name on Uniform while they are working at site. All labour laws/ regulations shall be strictly followed by Contractor/Tenderer as per central/state govt. directives. Before executing the contract agreement, Contractor/Tenderer will ensure with DFPCL P&A dept. that they are maintaining necessary records as required under labour laws.

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

2.11 STATUTORY COMPLIANCE: -

Contractor/Tenderer will comply with all statutory regulations like payment as per minimum wages, bonus, labour welfare fund, leave wages, PF, ESIC, maintaining requisite record. Viz. various registers and submitting the same to the P&A department whenever asked for by DFPCL. In case of failure to comply with the regulations, appropriate deductions will be made from your bill, in addition to penalty deductions as agreed.

(A) Documents Required at the time of Issuance of Gate Passes:

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

Copy of Work Order/LOI issued by DFPCL.

Copy of Temporary or Regular ESIC Card of each worker (under ESIC Act) or Employees Compensation Policy (If contract worker drawing wages more than Rs.21000/-, required authentic proof i.e. appointment letter or last month pays lip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.

In case more than 49 persons are to be engaged, Contractor/Tenderer has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.

Copy of Allotment letter under ESIC Act

Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.

Copy of Registration certificate under Maharashtra Labor Welfare Board.

Copy of Registration certificate for professional Tax.

Copy of Register of workmen employed by Contractor/Tenderer (Form XIII) – Rule 74

Copy of Employment Card (Form XIV) - Rule 76

Copy of Application for employment, appointment letter issued by Contractor/Tenderer to his workers.

Copy of Insurance coverage covering DFPCL, as workplace, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by DFPCL.

Medical Examination and fitness reports in respect of all the contract labors from the designated/specified medical officers.

If the job is subcontracted then no objection certificate from Contract Cell, DFPCL regarding subcontracting the work, work order issued to subcontractor by the main Contractor/Tenderer and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the subcontractor. However, the same will be with prior written consent of the DFPCL only.

UAN Number or any other government recognized id (like-Aadhar card, PAN card, PRAN card) is mandatory for making gate pass.

(B) Procedure to be followed by the Contractor/Tenderers during the work period.

Documents / Registers / Challans to be maintaining & photocopies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month.

1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the workers.

2) Monthly wage to all contract laborers as per their actual attendance to be paid on or before 7th Day of every month in presence of authorized person from DFPCL. Wage slip will be issued to all Contract Labours while disbursement of wages.

3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 21st Day of the month and receipt of the same to be submitted with DFPCL.

4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21st day of the month and receipt of the same to be submitted with DFPCL.

5) Labour Welfare Fund is required to be deducted in respect of all the contract labours and deposited with concern authorities for the wages of June & December of every year within stipulated time and receipt of the same to be submitted with DFPCL.

6) Professional Tax is required to be deducted in respect of all the contract labours and deposited with concern authorities as per act and receipt of the same to be submitted with DFPCL.

7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:

1. Wage Register in form XVII. (Under the C.L Act)
2. Muster Roll in Form XVI (under the C.L Act)
3. Register of deductions (under the C.L Act)
4. Register of Overtime (under the C.L Act)
5. Register of Fines (under the C.L Act)
6. Register of advances (under the C.L Act)
7. Bonus Register in Form C (under the Payment of Bonus Act)
8. Leave register in Form 20 (under the Factories Act)

8) Copy of all the work orders (first two pages only -applicable only if not submitted earlier) for which clearance certificate is sought for.

9) Copy of Monthly Wage Register.

10) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.

11) Site wise breakup of PF: If Contractor/Tenderer is working for various other companies then the site wise breakup of Monthly PF challan/returns.

12) Copy of Labour License (if not submitted earlier).

13) In case the work period is February/March, then the receipted copy of Annual PF return for that year is required.

14) Inspection report of PF and Labour authority.

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

15) All workers shall be provided with written and understandable Information about their employment conditions in respect to safety & wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid and deduction of fines for non-compliance of safety standards if any.

16) There should be no discrimination in hiring, training, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

(C) HOUSEKEEPING:

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

(D) ASSIGNMENT OR SUB-LETTING OF CONTRACT:

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

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

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

(F) INDEMNITY:

Without prejudice to any other provisions in these conditions, the Tenderer/ Contractor shall be bound to keep DFPCL, Its Directors or any representative employee agents, 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 Tenderer/ 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 Tenderer/ Contractor or such representative of the Tenderer/ Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Tenderer/ Contractor and if, DFPCL has to take-over the liability, DFPCL shall deduct all amounts arising out of such liabilities from the Security Deposit or from the running account of the Tenderer/ Contractor or from any other amount due and payable by DFPCL to the Tenderer/ Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to DFPCL.

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

The Contractor/Tenderer shall be responsible for ensuring compliance with all Central and State Laws as well as the Rules, Regulations, Byelaws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Tenderer shall give to the statutory bodies, local authorities, police, and other relevant authorities

all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be livable on account of his operations involved under this Contract.

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

If Company's job-controller observes non-compliance by the Contractor/Tenderer in complying with provisions of labour statutes and specific Acts relevant to the Tender/ 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/Tenderer, 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/Tenderer whether under this Contract or otherwise.

(H) CONFIDENTIALITY:

Both the parties during the continuance of this Agreement and 2 (Two) years after termination of this Agreement, Tenderer 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/ Tenderer and/or personnel may disclose the information to an employee of Tenderer, 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, the Tenderer and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose. If any unpublished price sensitive information is disclosed by the Company the Contractor/Tenderer and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

Unauthorized disclosure of business "secrets" or confidential information is considered as gross indiscipline and liable for penalty.

Personal Data Privacy:

Tenderer consents to other party to provide any personal data, if any and if necessary and also undertake to process personal data provided by the other party in a manner consistent with applicable laws, in particular with the provisions of the Digital Personal Data Protection Act, 2023 and rules made thereunder including the implementation and use of technical and organizational measures to ensure an appropriate level of their security.

(I) RELATIONSHIP:

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

(J) WAIVER:

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

(K) ENTIRE AGREEMENT:

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

(L) AMENDMENT:

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

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

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

(N) 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".

(O) 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.

ANNEXURE III

Scope of Works & Contract Conditions for smooth operation:

Before submitting the rates in excel sheet, the bidders should be clear about the scope of works.

For any doubts, bidder should get it cleared from the job coordinator.

DFPCL-K1 Unit :- Shri. Manish Pandit (Tel. 022-5068 44611, Mob. 9820950194)

Mail- manish.pandit@dfpcl.com

- The time allowed for carrying out the work as entered in tender / specified by Job Coordinator shall be strictly conserved by the contractor and shall be reckoned from the date on which the order to commence the work or completion of work is given to the contractor.
- If the progress of any portion of the work is unsatisfactory the DFPCL shall not be withstanding that the general progress of the work is satisfactory, the Contractor will have no claim for compensation, for any loss sustained by him owing to such action.
- The contractor or contractors will be responsible for the loss of their material as well as the material issued by DFPCL due to pilferage/theft. Hence, they shall have to ensure the security & safety of the material at their own expense.
- DFPCL shall have power to make any alterations in, or additions to the original specification drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection.
- All quarry fees, royalties, octroi dues and ground rent for stacking materials, outside local issue if any will be settled/paid by the Contractor.
- Female coolies / workers / employees shall not work between 18.00 hrs. to 07.00 hrs.
- IF Any Quantity like to be increased the contractor must take Prior approval before job execution.
- Contractors should appoint a Main Engineer as In-charge of minimum 10-years experience for each site.
- The contractor must visit the site before he quotes the tender.
- All the QA/QP must maintain the contractor for all the items of execution at his own cost.
- Daily Progress report must be submitted by contractor to job coordinator.
- The contractor must make his own power distribution board system with required ELCB, MCB,50m Cable etc. (Refer. Electrical checklist is attached)
- The contractor must submit the Reconciliation statement.
- Quality Assurance & Quantity Verification through TPI Agencies
- Falsification or tampering of records, including safety certificates, attendance records, academic credentials, etc., will be considered as default and may invite penalty upon the Contractor.

CONTRACTORS SCOPE OF SUPPLY---

All mentioned materials (as per Service code details), Skilled and unskilled labor, manpower, machinery, tools tackles etc.to complete job in all respect. Material should be as per technical specification laid down by DFPCL /UHDE or approval consultants.

Lifting and shifting machinery like Backhoe (JCB), Poclair, Forklift, boom lift, man lifter, Hydra, Farana, cranes,etc. hiring equipment's all should be healthy for operation with skilled operator and complied by all statutory documents, will be in your scope.

Item wise details description as per attached sheet.

A separate excel sheet containing the service line items is given in each of the scope of works document in sealed envelope.

GST will be extra as applicable.

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

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

PRICE BID FORMAT

You will submit the quote considering with material (Material in your scope) and without material (Material provided by DFPCL) (Details are mentioned in details of Service code whether its required or not)

Please note that this is only the unit rate chart. The monthly bill will be approved for payment only on completed actual quantum of such listed services & supply as completed by the Contractor and certified by Job Co-Ordinator.

The contract is on a volume basis. for every item unit is mentioned.

Any increase in the quantity which exceeds the value of the order should be considered at the same listed unit rate agreed by the contractor. The final rate will be applicable throughout the contractual period & for similar works conducted by the contractor in the Plant premises of K1, K7 and K8 Plant.

Similarly, if by the end of the contract period the value in the said contract remains un-utilized then the validity of the said order will be extended. However, such a decision remains at the sole discretion of the DFPCL Management.

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

The quantity may be very +/- on either side during the tenure of the contract, The contractor/Tenderer will be paid as per the actual execution of the job which is to be certified by our job coordinator.

Maintenance and Plant specific Jobs

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(1) INTRODUCTION:

Execution of various types of works as per mentioned in subject described here under is an occasional service required at various plants at Taloja.

(2) ABBREVIATIONS AND DEFINITIONS:

DFPCL: Deepak Fertilisers & Petrochemicals Corporation Ltd.

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

GCC: General Conditions of Contract annexed as part of this contract documents.

FIM: Free Issue Materials - This refers to materials issued by the company free of cost to the Contractor/Tenderer for performance of work under the contract and as per the conditions of the contract.

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

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

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

DOR: Division of Responsibility - This refers to the division of responsibility for providing the items specifically mentioned under the heading DOR in this document. The DOR is only for providing the item and it is the Contractor/Tenderer's the responsibility to execute and operate safely the company provided items.

UOM: Unit of Measurement

SOR: Schedule Of Rates

SOP: Standard Operating Procedure in use at respective site

S.H.E.: Safety, Health & Environment Department

TDS: Tax deducted at source.

PSV: Pressure safety valve

(3) DETAILED SCOPE OF WORK:

3.1. A. General

The scope of work includes collection of all raw materials and other FIM from designated locations including performing all handling, loading, unloading, intermediate storages, fabrication, erection, dismantling, hydrostatic / pneumatic testing, box up, providing assistance during commissioning, etc as per drawings, specifications and instructions of EIC, provision of qualified, experienced and trained manpower and supervision, provision of all PPE for all manpower, provision of all material in Contractor/Tenderer scope including tools and tackles, reconciliation of all company supplied FIM, preparation, maintenance, submission and obtaining EIC approval on all required and specified documents, reports, accounting for all company supplied materials, following all statutory requirements and completion of the job in all respects.

- B. Contractor/Tenderer shall arrange for transportation of its personnel within the site. If Contractor/Tenderer deploys vehicles for movement of its personnel, the vehicle shall meet the fitness requirements specified by the company and shall not be more than four years old.
- C. Contractor/Tenderer shall ensure that the site is always maintained clean. All material shall be stacked neatly, and useful and scrap material shall be segregated based on the type of material. Spillage of grease, lubrications, etc shall be avoided and if happens, the same shall be cleaned immediately as per approved procedures.
- D. Random sampling will do and needs to be tested at NABL accredited laboratory in presence of MAL engineer.

- E. For every bituminous item theoretical and actual consumption needs to be submitted MAL.
- F. Physical weighing to be carried out for every vehicle (gross and net) at MAL weighbridge or conditional based at outside premises.

(4) FREE ISSUE MATERIALS (FIM)-

Free Issue Material Reconciliation: The Contractor/Tenderer shall prepare a material consumption statement every month and obtain EIC's approval for the same. The approved consumption statement shall be submitted along with every running account bill. The Contractor/Tenderer shall also submit material reconciliation statements every quarter and shall obtain EIC's approval of the same. Material consumption and reconciliation statements shall be prepared in formats approved by EIC.

Contractor/Tenderer shall ensure that all FIM are handled with care during all times, is responsible for the safe upkeep of the items and shall return the same at company designated places on completion of the job or as and when instructed by the EIC. Contractor/Tenderer shall inspect the FIM on initial receipt from the company and bring to the notice of the EIC any discrepancy in quantity or quality of the materials received. Contractor/Tenderer shall periodically inspect the FIM in its possession and maintain necessary records of the same. Contractor/Tenderer shall always maintain an updated account of the use of FIM. Suitable recovery of the cost of the material shall be made for damaged or lost FIM. In the event of non-availability of consumable and other materials (under Company scope), the Contractor/Tenderer shall arrange to **procure** and supply the same on specific request made by EIC. The rate for the material supply shall be discussed with EIC and site contract cell and the Contractor/Tenderer shall obtain approval of rate from site contract cell of the company. On supply of the material, the Contractor/Tenderer is entitled to charge the approved rate of the same together with overhead and handling costs not exceeding 10% (Ten percent) of the approved material cost for all such supplies. The purchase shall be done from a GST /VAT registered party only. The claim should be supported by the original copy of cash memo with gate entry stamped as per instructions specified in GCC.

(5) Scope of material supply by the Contractor/Tenderer include:

- A.1. All welding consumables including electrodes, filler wires for all carbon steel, SS, LTCS (as per SOR) piping and structural fabrication works. The electrodes should be purchased from reputed manufacturers like M/s Advani Oerlikon, D&H, ESSAB, L&T and approved by EIC.
2. All gases required for cutting, welding, heating and for all other activities. The gases shall conform to the specifications and purity requirements as specified in the standards and procedures. The gases include oxygen, dissolved acetylene, argon, nitrogen, helium, etc.
3. All miscellaneous consumables like tungsten rods, purging and shielding arrangements, hoses for gases, etc.
4. All gases shall be supplied in cylinders meeting the safety requirements, fitted with flash back arrestors (both at cylinder outlet and at torch inlet), pressure gauges. The cylinders shall be handled in cylinder trolleys tied up with safety chains.
5. Provision of all welding machines, HF units wherever required, attachments for GTAW welding, regulators, grinding machines, drilling machines, gas cutting torches, gas heating torches, hydro test pumps (motorized and manual), hydraulic pipe bending machines, electrode baking and holding ovens, portable electrode holding ovens, etc and all other equipment required to complete the job as per drawings, specifications, and instructions of EIC.
6. All equipment and measuring instruments shall be calibrated and shall have valid calibration certificate throughout the usage period.
7. Provision of all accessories for all the equipment mobilized by the Contractor/Tenderer including all electrical cables (without joints), extension boards, plug tops, lugs, pressure gauges, valves, other measuring instruments, thermo chucks, etc.
8. Provision of all tools and tackles including all required fitter tools, wire brushes (separate for CS, SS and other materials), chain pulley blocks, wire rope slings, chisels, files, manual punch (letters and numbers), etc

9. All material required for performance of dye penetrant tests, hardness inspection, including penetrants, developers, and samples, etc.
10. All equipment, accessories, consumables, insulation material required for pre heat, post heat, post weld heat treatment of the welds.
11. Qualified, experience and trained workmen and supervisors for performance of the entire job in Contractor/Tenderer scope including dedicated safety, quality supervisors and engineers.
12. Contractor/Tenderer shall ensure availability of minimum number of personnel as directed by EIC at all times at site. The Contractor/Tenderer shall also mobilize additional manpower to work and complete any emergency work as directed by EIC. All work executed by the Contractor/Tenderer shall be measured and become payable as per the terms and conditions of this contract and the schedule of rates which forms part of this contract. No additional compensation is payable to the Contractor/Tenderer for the performance of any work under this contract beyond those specified in the schedule of rates.
13. Provision of all PPE for its workmen and staff including safety goggles, helmets, safety shoes, hand gloves, welding helmets, safety body harness, etc. as per the safety standards specified and instructions of EIC.

B. Testing requirements of Contractor/Tenderer supplied materials.

1. The Contractor/Tenderer shall follow all site-specific instructions and procedures with regard testing requirements of Contractor/Tenderer supplied equipment, tools and tackles.
2. Qualified Contractor/Tenderer shall offer all electrical equipment's and hand tools, gas cuttings equipment's, all pressure gauges, regulators, all lifting tools and tackles, wire rope slings, D shackles, etc for inspection by designated persons of the company and shall obtain approval before usage.
3. Contractor shall obtain certificates as per factory act for all rigging tools and tackles and shall maintain validity of the certificates by offering for periodic inspection to authorized agencies and shall ensure that only those tools with valid certificates are used in the job.
4. Contractor/Tenderer shall at all times maintain records of all tools and tackles, equipment, measuring devices and gauges, including inspection and certification details, and make them available for inspection by EIC or any other authorized personnel.

(6) DIVISION OF RESPONSIBILITY

6.1 Under Contractor/Tenderers scope -

- a. Accommodation to workmen
- b. Accommodation to Contractor/Tenderer staff
- c. Vehicle for transportation of workmen
- d. Vehicle for transportation of Contractor/Tenderer material within site
- e. Vehicle for transportation of FIM within site
- f. Mobile lifting equipment for loading / unloading / shifting of Contractor/Tenderer material within site.
- g. Mobile lifting equipment for loading / unloading / shifting FIM material within site.
- h. Contractor/Tenderer office
- i. Safety tapes
- j. Display boards
- k. Material lifting equipment like chain pulleys, etc.
- l. PPE for workmen and staff
- m. Welding Machine
- n. All welding accessories
- o. All cutting machines, accessories.
- p. All gases
- q. All welding consumables for CS, LTCS, NACE specifications

6.2 Under DFPCL Scope

- 1.Space for Contractor/Tenderer office inside DFPCL premises subject to availability.
- 2.Telephone facility on chargeable basis (if available)

(7) EXECUTION PROCEDURE

7.1 General

The procedure mentioned herewith is to be read in conjunction with the drawings, specifications and standards mentioned elsewhere in the document. The execution procedure mentioned here is not exhaustive and the Contractor/Tenderer shall prepare a method statement of the work execution and shall submit the same to EIC for approval. Contractor/Tenderer shall follow the Standard Operating Procedures wherever applicable and instructed by EIC. All work shall be executed as per approved procedures only.

Contractor/Tenderer shall contact the EIC for detailed work instructions for all work categories and execute all work accordingly. Permit to work procedures shall be always followed.

Contractor/Tenderer shall prepare AS BUILT drawings for all fabrication and erection works. These drawings shall be "marked up drawings" - changes marked on the drawings issued by DFPCL for work execution.

Contractor/Tenderer shall prepare all quality records for all its work; obtain approvals from designated inspection authorities from DFPCL. All work certifications shall be based on inspection cleared works only.

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

The Contractor/Tenderer shall prepare and submit to the EIC a schedule based on the work targets advised by EIC. Contractor/Tenderer shall mobilize resources and shall meet the targets advised by EIC. The Contractor/Tenderer shall submit progress reports at specified intervals and shall be responsible to ensure achievement of work targets.

All welding work shall be executed by qualified and certified welders only. Contractor/Tenderer shall apply for welder qualification witness by authorized DFPCL personnel. Welders shall be deployed only for the processes they have been qualified. Contractor/Tenderer shall maintain welder performance records in the formats specified in the codes and as provided by the EIC. All welding shall conform to the standards and site-specific specifications.

All welding consumables and gases in the scope of supply of Contractor/Tenderer shall be of approved manufacturer only. Contractor/Tenderer shall apply for EIC's approval of manufacturer if its proposed manufacturer is not already approved by DFPCL. Contractor/Tenderer shall ensure storage of all consumables as per manufacturers' recommendations and instructions of EIC. Contractor/Tenderer shall ensure wherever specified, baking and holding temperatures of consumables, preheating, post heating of the work, maintenance of inter pass heating / quenching, etc. All equipment's deployed for heating the work and ovens for baking / holding the consumables shall have calibrated gauges.

All gases used for fabrication shall meet the purity requirements. Contractor/Tenderer shall submit manufacturer certificates for all gases and consumables supplied.

Contractor/Tenderer shall ensure all grinding wheels used are within validity period and are not after expiry dates. All date expired grinding wheels shall be immediately removed from the site.

Contractor/Tenderer shall ensure that lifting tools and tackles including wire rope slings, D Shackles, etc are tested and carry the certification stamp. All tools and tackles that have failed the tests shall be removed immediately from the site. Contractor/Tenderer shall maintain a list of lifting tools and tackles, their certification details and shall have a system for revalidation of the same before the expiry of the certification validity period. Contractor/Tenderer shall perform all co-ordination works with other Contractor/Tenderers whenever instructed by EIC if there are interfacing requirements between one or more Contractor/Tenderers / agencies during execution of job under this contract. (Examples: Coordination requirement with Contractor/Tenderers performing Scaffolding, NDE, PWHT, Civil works for underground piping, blasting and painting, hydro jetting, etc. works.)

(8) SAFETY

a. The Contractor/Tenderer shall follow safety rules & regulations, safety procedures as per the safety standards and comply with the safety requirements.

b. The Contractor/Tenderer shall deploy at site a full-time safety in-charge and full-time safety officers with requisite qualification, experience and training. The safety in-charge shall be a senior person.

c. The Contractor/Tenderer shall submit an organization chart of its department to the EIC and shall obtain EIC' approval. The Contractor/Tenderer shall mobilize and always ensure availability of personnel as per approved site safety organization during execution of work under this contract.

- d. The Contractor/Tenderer is required to deploy persons for specific jobs who are trained and skilled in particular trade and well familiar with hazards and safety precautions.
- e. The site staff and workers of the Contractor/Tenderers are required to undergo safety orientation before they are assigned work at site. No person shall be allowed at work site without safety orientation. Contractor/Tenderer shall make hazard identification and risk assessment of job and accordingly will be using skilled manpower with appropriate safe job procedure and personnel protective equipment's. Job supervision is compulsory.
- f. The Contractor/Tenderer shall plan and execute work in such a way to avoid accidents / injuries to its-own staff and workers, other workers, company employees, damage to company property and damage to environment.
- g. Adequate resources must be made available by the Contractor/Tenderer for safe execution of work at site. Short cut methods or make-shift arrangement will not be allowed.
- h. The Contractor/Tenderer shall ensure that any time during the performance of the work his personnel are fit to execute the tasks assigned and are not under the influence of any alcoholic liquor, drug or other intoxicating substances.
- i. The Contractor/Tenderer shall make himself and all staff/workers familiar with emergency procedure and response action to respond rightly in the event of any emergency due to fire/gas leak, etc. in the operating plants at site.
- j. Contractor/Tenderer shall ensure that all its staff and workmen are aware of the site-specific safety guidelines wherever applicable and shall ensure that the same is followed.
- k. It is the responsibility of the Contractor/Tenderer to ensure good housekeeping at work site. The scrap debris, unwanted material etc. shall be removed frequently from the workplace to avoid accident and work area shall be kept tidy. Gangways shall be kept clear of obstructions. Contractor/Tenderer shall deploy dedicated personnel for housekeeping.

Personal Protective Equipment (PPE) :-The Contractor/Tenderer shall provide personal protective equipment as specified to its staff and workmen such as, safety helmets, safety shoes, safety goggles, ear plugs, hand gloves, safety harness / belts, overalls, gum boots etc. and other work equipment as required for safe execution of work at his cost. Special PPEs/ safety appliances, if required for any job as mentioned below job may be provided by the company on chargeable / returnable basis (cost of repair or damage as a result of mishandling will be charged from the Contractor/Tenderer). All the safety equipment's should meet the specifications prescribed/approved by S.H.E. department of the respective sites.

8.1 Activity/Hazard and Recommended PPE

- 1) Nontoxic dust nuisance---Dust mask, Panoramic goggles, Hand gloves PVC/ Rubber
- 2) Toxic & Corrosive liquids/gases --Face shield, PVC Apron, PVC suit with hood, Positive Pressure suit , Panoramic Goggles, Gum Boots, SCBA sets, Airline mask set, Cartridge type Mask,
- 3) Working at height --Full body Safety Harness / Belt with two lifelines, Canvas hand gloves, Leather Palm canvas hand gloves,
- 4) Material Handling --Leather hand gloves, Aluminized hand gloves, Aluminized suit with hood, Asbestos/Leather apron, Spectacle type toughened glass,
- 5) Grinding/Chipping --Goggles, Panoramic goggles

8.2 Responsibility of provision of PPE

Under Contractor/Tenderer Scope.

Dust mask, Safety helmets, Boiler suit, safety shoes , Panoramic goggles , Hand gloves PVC/ Rubber , Face shield, PVC Apron, Panoramic Goggles, Gum Boots, Full body Safety Harness / Belt with two lifelines, Canvas hand gloves, Leather Palm canvas hand gloves, Leather hand gloves, Asbestos/Leather apron, Spectacle type toughened glass.

- 2 Under DFPC Scope on returnable basis-
PVC suit with hood,
Positive Pressure suit, SCBA sets,
Airline mask set, Cartridge type Mask, Aluminized hand gloves, Aluminized suit with hood,
In case returnable PPEs are not received back/received in damage condition beyond normal wear & tear, cost of PPE shall be deducted from the bills of Contractor/Tenderer concerned.

8.3 Specifications for Contractor/Tenderer provided PPE.

The personal protective equipment shall be of standard make and preferably should have ISI mark or other certificate of approval from recognized institution/organization and ensure that are maintained in good condition and worn by workers as per the requirement.

Safety Helmet: Moulded out of high impact, heat & chemical resistant HDPE with brim for additional side protection with 6-point ergonomic adjustable head band & chin strap and approved as per BIS specification no. IS: 2925-1984

Safety Goggles: Toughened/ Polycarbonate scratch resistant lens with side shield, optically correct zero power, impact resistant and approved as per BIS specification no. IS: 7524 Part-I.

Safety Harness with double lifeline: Waist belt with shoulder strap, 6mm thick coated friction buckle & joint less D-ring, 44 mm wide nylon webbing, padded back, nylon stitched along with copper rivets for additional safety, "quick fit" spring loaded hook and approved as per BIS specification no. IS: 3521.

Safety Shoes: High ankle shoes, made from fine quality plain black leather, padded collar, D-rings, full below attached tongue, with steel toe cap as per IS 5852 with direct injection PVC Nitrile heel sole resistant to acid, alkali, oil.

8.4 Guidelines for Personal Protective Equipment

Safety Harness / Belt: Full body safety harness / safety belts with two lifelines shall be provided for all jobs at heights. No persons will work at height without fall arrest device / safety belt with two lifelines except where standard scaffolds/work platforms are erected with proper handrails/ toe guards for fall protection.

Safety Goggles: Appropriate eye protection shall be used by the persons according to nature of hazard. The Contractor/Tenderer has to ensure that safety goggles/face shields are provided to workers.

Ear Plugs: Persons engaged in jobs near high level of noise (85 db or more) shall be provided with ear plugs / earmuffs.

Hand Gloves: All workmen / supervisors shall be provided with and use work gloves (cotton hand gloves) to avoid minor hand injuries. Other types of hand gloves specific to hazards will be used by workmen / supervisors.

Scaffolding: The Contractor/Tenderer is required to use standard scaffolding and temporary work platforms for jobs at elevations 2 meter or more. Unsafe work methods shall not be allowed. All temporary work platforms shall have guard rails/toe guards with proper means for access.

Electrical Equipment: All the electrical equipment shall be in good working condition. The electrical circuits shall be used with ELCB. Electrical circuits/ extensions boards used for hand tools shall have ELCB of 30 mA rating. Power supply cables with joints shall not be used at site.

Safety Guards: All moving parts like fly wheels, toothed gears, belt drives shall be provided with proper guards. No equipment/ machine with exposed moving parts shall be used at site.

Lifting Equipment: All lifting equipment, chain blocks, tools, tackles, cranes, etc shall have valid certification from a competent authority and shall be maintained in good working condition.

Fire Extinguishers: Contractor/Tenderer shall make adequate provision and provide fire extinguishers at certain locations e.g. stores containing combustible materials, solvents, paints, fuel storage, gas cylinder storage etc.

Gas Cylinders: Gas cylinders trolleys shall be used for safe handling gas cylinders at site. The Contractor/Tenderer must have adequate trolleys to handle gas cylinders.

(9) WORKINGHOURS

Normal working time shall be same as the general shift timing of the respective sites. This will be 8 working hours excluding lunch time. However, based on the job requirement during the planned /unplanned shutdown/ emergencies or as per plant requirement and instructions of EIC, Contractor/ Tenderer shall work beyond normal working hours also. No separate / additional compensation shall be payable for the same. (In such cases the Contractor/Tenderer must work as and when required without any percentage increase on SOR.)

(10) MOBILIZATION

Contractor/ Tenderer shall arrange for necessary materials, workmen and supervision to start the work within 48 hours of instruction from EIC. In case of emergency or shutdown, Contractor/Tenderer shall mobilize all required resources and start the work within 24 hours of instruction of EIC.

To & fro transportation of the equipment shall be arranged by Contractor/Tenderer. However mobile crane/tractor, EOT/ HOT facilities, if required for loading /unloading supply of slings and movement of the machine at site shall be provided by Company, free of charge. However actual activities of loading / unloading, internal shifting of machines shall have to be done by Contractor/Tenderer's manpower.

Contractor/Tenderer shall complete all formalities for its staff & workmen with company's P&A / IR/Contract Cell as required for gate pass and mobilize the manpower as per the requirement of EIC.

Contractor/Tenderer shall interact with S.H.E. department of company for scheduling training program for its total untrained personnel prior to entering complex.

Contractor/Tenderer shall initiate gate pass request to EIC, get it counter signed by P&A/IR/Contract Cell and then submit to security in advance as required to mobilize manpower.

(11) JOB COMPLETION TIME

For individual works from time to time as and when need arises, separate intimations shall be issued from individual plants/ EIC. Contractor/Tenderer shall ensure mobilization of all required resources and completion of the job including dismantling, etc. as per EIC instructions.

(12) MODE OF MEASUREMENT

Mode of Measurement will be guided by & as per instructions given by our EIC / Job Coordinator Measurement need be carried out in presence of EIC. Once Measurement has completed & Contractor/ Tenderer have to get acknowledgement on measurement sheet from EIC/ Job Coordinator. Same Sheet needs to be attached / present at the time of bill submission & Payment.

Details of Job Scope

Unit	PR Subject	Service Code	Short Text	PR Qty	UOM	Details Description
DFPCL-K1	Bitumen Road works at DFTP road area	4000274	Breakof PCC, IPS, WBM/Bitumen layer	420	M3	Breaking of PCC, IPS, MBM/Bitumen layer, removal of rubble soling, breaking brick bat coba etc. at any height using chisel and hammer, removal of debris etc disposal outside the factory premises.
DFPCL-K1	Bitumen Road works at DFTP road area	4000277	Rem excavated spoil/debris outside	420	M3	Removing excavated spoil/dismantled debris to outside the premises.
DFPCL-K1	Bitumen Road works at DFTP road area	4000075	Providing WBM 100mm thk.	1,400	M2	Providing WBM 100mm thick consolidated with 50mm metal 150mm thk, loose including blinding with stone dust, watering / grouting with 10-12 ton road roller complete as directed.
DFPCL-K1	Bitumen Road works at DFTP road area	4000949	Prov And laying Bituminous bound Macadam	1,400	M3	Prov And laying Bituminous bound Macadam (BBM) for in base/binder and profile corrective courses DBM used as road base material. This work shall consist of construction in a single or multiple layers of DBM on a previously prepared base or sub-base. The thickness of a

						<p>single layer shall be 50 mm-100 mm</p> <p>The bitumen shall be paving bitumen of penetration Grade of specified consistency and content conforming to IS 73</p> <p>The coarse aggregates shall consist of crushed rock; Fine aggregates shall consist of crushed</p> <p>Tack Coat : Where the material on which the dense bituminous macadam is to be placed is bitumen bound surface, a tack coat shall be applied</p> <p>Spraeadng to be done through paver finisher machine; rolling with 8-10T road roller</p>
DFPCL-K1	Bitumen Road works at DFTP road area	4000218	50 mm thk bitumen macadam	5,600	M2	<p>Cleaning and tack coat using 1 kg/sqm Providing and laying 50 mm thick macadam using 60/70 grade bitumen usi 3.5 to 4 % by weight bitumen prepared at asphalt mixing plant and layi with paver fonisher and rolling with vibro roller all complete as directed by Engineer in charge</p>
DFPCL-K1	Bitumen Road works at DFTP road area	4000220	25 mm thk Asphalt concrete	9,100	M2	<p>Cleaning and tack coat using 1 kg/sqm evenly on surface Providing and laying 25 mm thick Asphaltic</p>

						concrete using 60 /70 grade bitumen using 6.5 to 7 % by weight bitumen prepared at asphalt mixing plant and laying with paver finisher in line and level and rolling with vibro roller all complete and blinding surface with fine stone dust and rolling all complete as directed by Engineer in charge.
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NOTE:- The BOQ is separate for each plants but at the time of price finalization will combine both & negotiate accordingly.

Another BOQ is published on Mahadhan Agritech Ltd website, And will be open & Close for same period of time.

ANNEXURE IV

Additional Terms and Conditions

1 GENERAL:

There are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily elsewhere in this contract.

2 CONTRACTOR TO STUDY SITE CONDITIONS:

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawing and shall be deemed to have visited the site of the work and to have fully informed himself regarding local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of Knowledge of CLIENT but without any guarantee to it.

If he shall have any doubt as to the meaning of any portions of these general conditions, or the scope of the work or the specifications and drawings, or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Client / Architect, in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification.

3 DECLARATION OF THE CONTRACTOR:

The Contractor should sign the declaration form.

4 WORKING METHODS AND PROGRESS SCHEDULE:

4.1 PROGRAM OF WORK:

The work is required to be completed within a period of as specified by the Job Coordinator.

4.2 a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENT:

Contractor shall furnish at least 7 days in advance his program of commencement of item of work, the details of actual methods that would be adopted by the Contractor for the execution of various items of cast-in-situ, super structure, and earth work, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc. And obtain prior approval of Architect well in advance of starting of such item of work. The client's EIC reserves the right to suggest modifications or make complete changes in the method proposed by the Contractor, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Contractor, and no claim on account of such change in method of execution will be entertained by client's EIC so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the Contractor will however rest on the Contractor, irrespective of any approval given by the client's EIC.

In case of slippage from the approved work program at any stage, the Contractor shall furnish a revised program to make up the slippage within the stipulated time schedule and obtain the approval of the clients to the revised program.

(b) CONSTRUCTION EQUIPMENT:

The Contractor shall be required to give a trial run of the equipment's for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the client before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and always maintained, in a manner acceptable to the client and no equipment or personnel will be removed from the site without permission of Client.

Construction equipment used to be kept in healthy condition in all respects with valid documents required for various statutory / government agencies. These are to be verified through our EHS department before taking into use.

(c) **PROGRESS SCHEDULE:**

The Contractor shall furnish within the plant, of one week if the order to start the work, the program of work in CPMs/PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the client, no revised schedule shall be operative without such acceptance in writing. The client/PMC is further empowered to ask for a more detailed schedule or schedules say, week by week for any item or items, in case of urgency of work as will be directed by him and the Contractor shall supply the same as and when asked for.

The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of the schedule. The working and shifts hours restricted to one shift a day for operations. Nightwork which requests supervision shall not be permitted except when specifically allowed by the Client each time, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. for night works as directed by the client without extra cost.

Further the Contractor shall submit the progress report of work in prescribed forms and charts etc. at periodical intervals, as may be specified by the client. Schedule shall be in the form of progress charts, form progress statement and/or reports as may be approved by the client / PMC.

The Contractor shall maintain Proforma, charts, details regarding machinery, equipment, labour, materials, personnel, etc. as may be specified by the client / PMC.

5 AGENT AND WORK ORDER BOOK:

The Contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. The Contractor shall provide a qualified and experienced Engineer as his agent for technical matter in case the client considers this is essential for the work and so directs Contractors. He will take orders as will be given by the client or his PMC and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the client and his representative on the work site. The Contractor shall supply to the client the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the client regarding the quantity and sufficiency of the staff, thus employed. The client will have the unquestionable right to ask for changes in the quality and numbers of contractor's supervisor staff and to order removal from work of any such staff. The Contractor shall comply with such orders and effect replacements to the satisfaction of the client/PMC.

A workbook shall be maintained on site and it shall be property of the client and the Contractors shall promptly sign orders given therein by the client and comply with them. The compliance shall be reported by the Contractor to the client in good time so that it can be checked. The Contractor will be allowed to copy out instructions therein from time to time.

6 LEVELING INSTRUMENTS:

If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after the construction of the item, a large number of leveling staves, tapes etc. will have to be kept available by the Contractor at the site of the work for this purpose. Lack of such leveling staves, tapes, etc. in required numbers may cause delay in measurements and work. The Contractor will therefore have to keep enough of these readily available on site.

7 AUTHORITY OF REPRESENTATIVE OF THE CLIENT

The duties of the representative of the Client / Engineer / Supervisor/Architect are to watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works.

The PMC may from time to time, in writing delegate to his representative any powers and authorities vested in the PMC and shall furnish to the Contractor a copy of all such delegations of power and authorities any written instruction of approval given by the representative of the PMC to the Contractor within the terms of such delegations

(but not otherwise) shall bind the Contractor and the Council as though it had been given by the PMC, provided always as follows.

Failure of the representative of the PMC to disapprove any work or materials shall not prejudice the power of the PMC thereafter to disapprove such work or materials and so order the putting down, removal or breaking up thereof.

8 CO-ORDINATION:

When several agencies for different sub-works of the project are to work simultaneously on the Project site, there must be full co-operation between different contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore be strictly adhered to. Each Contractor may make his own independent arrangement for water, power, housing, etc. if they so desire. On the other hand, the Contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the client. No single Contractor shall take or cause to be taken any steps or action that may cause, disruption, discontent, or disturbance of work, labour, or arrangements, etc. of other Contractor in the project localities. Any action by any Contractor which the client's EIC in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the Contract conditions and shall be dealt with as such.

In case of any dispute, disagreement between the Contractors, the client's decision regarding the co-ordination, co-operation and facilities to be provided by any of the Contractors shall be final and binding on the Contractors concerned and such a decision or decision shall not vitiate any Contractor nor absolve the Contractor(s) of his/their obligation under the contract nor considered for the grant for any claim or compensation.

9 SITE OFFICE:

9.1 The Contractor shall at his own expense maintain sufficient experienced Engineers and supervisory staff etc. required for the work and shall make his own arrangement, provide portable container as a site office for them with all necessary arrangements, including fire preventing measures, etc.

10 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:

10.1 SUPERVISION:

The Contractor shall either himself supervise the execution of the works or shall appoint the competent Engineers and Supervisors approved by the Client /Architect, to act on his behalf. If in the opinion of the Client / Architect, the Contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expenses employ as his accredited agent a qualified Engineer approved by the Architect.

Contractors should appoint a Qualified Engineer related to steam as a Main In charge having more than 10 years of experience for each site. Under this main Engineer, minimum 3 Sub-Engineers of minimum 5-year experience should be working under him for each site. Also, a minimum of 5 to 6 Supervisors should be working below these Sub-Engineers.

Orders given to the Contractor's agent shall be considered to have force as if these had been given to the Contractor himself. If the Contractor fails to appoint suitable agent as directed by the client, the client shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the Contractor shall be responsible for the delay so caused to the works and the Contractor shall not be entitled for any compensation on this behalf.

10.2 INSPECTION:

The Contractor shall inform the client in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the client shall have certified in writing to that effect. Approval of materials or workmanship or approval of part of the work during the progress of execution shall not bind the client or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alternation and modifications or

reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.

The Contractor shall provide at his cost the necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

11 INITIAL MEASUREMENTS FOR RECORD:

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book. by the Engineer or his authorized representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to reach such levels. etc. recorded before starting the work will render him liable to accept the decision of the Engineer /Architect as to the basis of taking measurement. Likewise, the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the client. The record of such measurements on the Client side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

12 SAMPLES AND TESTING OF MATERIALS:

12.1 All materials to be used on work shall be got approved in advance from the Client Engineer/ Architect and shall pass the test and/or analysis required by him which will be:

- a) As specified in the specification for the items concerned and/or
- b) I.S.I Specification (whichever and wherever applicable) or
- c) Such recognized specifications acceptable to Engineer-In-charge as equivalent there to or in absence of such authorized specification.
- d) Such requirement test and/or analysis as may be specified by the client in order of precedence given above.

12.2 The Contractor shall at his risk and cost make all arrangements and/or shall provide for all such facilities as the client may require collecting, preparing required number of samples for tests or for analysis at such time and to such place as may be directed by the client and bear all charges and cost of testing. Such samples shall also be deposited with the client.

12.3 The Contractor shall if & when and if required, submit at his cost the samples of material to be tested and analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the client.

12.4 The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

12.5 The Contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing sample furnished by him. However, the results of all the tests carried out in the departmental laboratory in the presence or absence of the Contractor or his authorized representative will be binding on the Contractor.

12.6 The Contractor shall at his own cost set up a laboratory to carry out the routine tests of materials which are to be used in the work. The tests will have to be carried out either in his field laboratory or in an approved laboratory. In case tests are carried out in field laboratory, at least 50% tests should be carried out nearest quality control laboratory.

13 HANDING OVER OF WORK:

All the work and materials before finally taken over by the client., will be entire liability of the Contractor for guarding, maintaining, and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handling over by the Contractor and taking over by the client will be always in writing of which copies will

go to the client or his authorized representative and the Contractor, it is, however understood that before taking over such work the Council will not out it into regular use as distinct from causal or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

14 CLAIMS:

Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the appendices.

Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data/details may be submitted subsequently.

Contractor should submit the detailed breakup of the extra items in the form of Labour + Material + transportation and Profit (10 %). This is to be submitted to the Engineer in Charge and Purchase Coordinator.

ANNEXURE V

Commercial Terms and Conditions

- 1) **Job Controller: Mr. Manish Pandit (K1 Site)** or any other person appointed by the Company at our plant locations, from time to time, shall be the job controller.
- 2) The Vendor / Contractor shall be responsible for providing the requisite and professional manpower for mentioned Subject Works.
- 3) The members of the staff provided by the Vendor / Contractor should be employees of the Vendor / Contractor and all / any dispute/s between the Vendor / Contractor and the staff shall be resolved by the Vendor / Contractor and shall have no bearing on DFPCL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on DFPCL premises.
- 4) **Mobilization:** Within 7 days from the date of receipt of PO/ email confirmation the contractor shall mobilize men and materials.
- 5) **Taxes and Duties:** Taxes will be paid by DFPCL as per government notifications.
- 6) **Security Deposit:** - 10% of yearly basic order value will be retained by DFPCL or equal amount of Bank Guarantee drawn on nationalized bank or reputed private bank to be submitted by the Contractor/Tenderer or will be deducted from Tenderers From first 6 Monthly Bills from against this contract and NO INTEREST will be payable by DFPCL on the said this amount and it will be refunded to you only after expiry of the contract and warrantee period. subject to deduction if any
- 7) **Invoicing & Payment:** The Vendor / 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, in triplicate, to the Job Coordinator giving abstract and attached with detailed, duly signed, joint measurement or joint report sheet for the various items of work executed during the month. The Vendor / 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 Job coordinator, Vendor / 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 ensure payment after 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/ Job Coordinator. The vendor / contractor should produce each monthly bill along with measurement sheets.

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 Vendor / Contractor shall be restricted to one in each month.

The payment shall be released by RTGS or NEFT with nominal charges per transaction, if imposed by the bank.

The Vendor / Contractor should provide requisite details of their bank, Account No. Branch code, etc.

- 8) Insurances:** Vendor / 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. The vendor / contractor shall ensure that any of their staff employed to complete the given scope of works, are similarly insured in respect of their employees including claim against third party liability.
- 9) Validity:** This final price will be valid till the job completion w.e.f. 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 DFPCL. During the contract period either party can terminate the contract by giving 3 months' notice to the other party. However, in case of unsatisfactory performance or breach of contract terms on the part of the Vendor / Contractor, DFPCL reserves the right to terminate the contract forthwith. **DFPCL 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. During the validity period of the Contract, there shall be no revision of the compensation payable to the Vendor / Contractor.** The Vendor / Contractor shall ensure payment of minimum wages in force and as prescribed by the competent authorities from time to time. The Vendor / Contractor is required to maintain all documents and records as required under the statutory laws and rules in force from time to time. The rate of different activities of mentioned Subject Works once finalized through DFPCL ERP System (SAP or IVALUA), will be applicable for any similar scope of works in either(K1 or K8) of plant.
- 10) 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 in case of DFPCL and to contractor as provided in the bid document.
- 11)** In the event of a contract not being considered for extension, DFPCL reserve the 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 during the tenure of contract. In case any breach / violation / misconduct observed, then DFPCL 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 the 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 DFPCL or its Vendor / Contractor due to the negligence / mistake on part of any manpower employed by the Vendor / Contractor will be dealt with seriously and will culminate in recovering from Contractor's monthly bills. It will be the sole discretion of DFPCL to decide on a penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.
- 12) Bill submission:** The billing period applicable for running A/c bills in respect of this contract is every calendar month. The bills shall be submitted to with respective Unit addresses (Wherever work is carried out)–

- DFPCL Unit-Plot No K-1 to K-6, Taloja MIDC Industrial Area, Raigad, Maharashtra, India-41020

The first RA bill shall be released only on submission of a copy of labour license duly attested by DFPCL administration in the prescribed format. If a labour license is not applicable, the contractor shall obtain confirmation to this effect from DFPCL administration.

Please mention vendor code no., PAN no., GST No., HSN / SAC Code and WO no. on invoice/ bills.

Joint measurement sheet (IMS) to be submitted by contractor within 7 days of completion of job or within 7 days of end of the month for previous month job.

13) Correspondence:

For any payment/TDS certificate/Security Deposit, guarantee money refund/ Accounts related matters, please make correspondence with the accounts department at DFPCL Taloja.

Contractor to comply with all statutory obligations prevalent and applicable as per law. For further guideline on statutory related matters, contact personal department at respective DFPCL Taloja

For any job-related instruction and guidelines, working, turn up of workmen, tools & tackles, contact - engineer-in-charge / representative of plant.

For all matters related to entry/movement of persons, material, and vehicle within complex, contact the security department at respective DFPCL Taloja unit.

Penalty for late submission of bill:

Submission of the bill by the contractor to the concerned dept. For verification and certification of the jobs carried out by him/ them for payment shall be considered as a part of the work. In case bill is not submitted within 14 days' time from the date of completion of work mentioned in work order or issue of work order (for post facto cases) or amendment to work order whichever is later. Penalty at the rate of 1% per week of the invoice value maximum to 5% of the value of invoice shall be levied from contractor's bill. No compromise shall be granted in this regard. Date of bill scrolling shall be the reference date as zero date.

The invoice should be attached to a joint measurement sheet, failing to so, the invoice will not be processed by the finance department.

- 13)** The Vendor / Contractor shall be responsible for providing the requisite number of staff for completing the mentioned Subject Works.
- 14)** The Vendor / Contractor and its persons employed by him at DFPCL have no camping right whatsoever in the company's premises.
- 15)** The members of the staff provided by the Vendor / Contractor should be employees of the Vendor / Contractor and all disputes between the Vendor / Contractor and the hiring Equipment staff shall be resolved by the Vendor / Contractor and shall have no bearing on DFPCL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on DFPCL premises.
- 16) Liquidated Damages:** Liquidity damages of 1% per day of the monthly service charges shall be levied, subject to a maximum of 10% of contract for any breach of contractual obligations by the Vendor / Contractor as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.
- 17) Force Majeure condition:** The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence supporting 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.
- 18) Jurisdiction:** The Court at Pune/Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Tenderer/ Supplier and Company.

19) Arbitration: Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any enactment or amendment thereof or through online arbitration. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Pune/Mumbai (India) and for interim relief under the Act, courts at Pune/ Panvel shall have the exclusive jurisdiction over this Agreement.

20) Termination:

A. The Contract/ Tender can be terminated by either party i.e. DFPCL or the Contractor/Tenderer/ Tenderer, after giving three (3) months' notice to the other party. However, DFPCL reserves the right to terminate the contract without giving any notice in case of the Contractor/Tenderer fails to commence the work or commits breach of any of the terms of the contract. DFPCL's decision in such a situation shall be final and binding on the Contractor/ Tenderer without any objection or resistance.

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

C. If the successful bidder/ Contractor withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge /Job contract, DFPCL reserves the right to terminate the contract with 15 days' notice to improve the services, if the Contractor/Tenderer fails to do so within 15 days then without giving any notice initiate appropriate necessary action in the matter for making alternate arrangements and immediately terminate the contract. The Contractor/Tenderer shall continue till such a time DFPCL finds an alternative arrangement.

In case it is found that any information furnished by the Tenderer/ Contractor/ Supplier is false or incorrect, the Company at its sole discretion may terminate the Contract/ Order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/ Contractor/ Supplier. Any loss incurred by the Company in this respect will be on Suppliers/ Tenderer's account.

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

(On Contractor/Tenderer'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 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/Tenderer & Seal)

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(On Contractor/Tenderer's letterhead)
INFRASTRUCTURE / RESOURCES

1) Total number of resources employed: _____

2) No. of branch offices: _____ (details of address, Telephone No. Fax No. etc.)

3) No. of FMS Contracts engaged in Mumbai with Avg value of Contract:

(Signature of the Contractor/Tenderer & Seal)

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(On Contractor/Tenderer's letterhead)

GENERAL INFORMATION

- 1) Name & address of the Tenderers Firm / Company: _____
- 2) Office Telephone No.: _____
- 3) Office Fax No.: _____
- 4) Year of Establishment: _____
- 5) Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd./ Pub Ltd. Co./Co-operative
- 6) Name, Address of Partner / Directors: _____
- 7) Name of contact person: _____
- 8) Telephone no. of contact person: Office _____
- 9) Residence _____
- 10) Mobile _____
- 11) Name & Designation of Authorized Signatory: _____
- 12) 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/Tenderer & Seal)