



**SMARTCHEM  
TECHNOLOGIES  
LIMITED**

**SMARTCHEM TECHNOLOGIES LIMITED (STL)**

**Registered office : Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra**  
**Plant at : K-7, K-8 Taloja MIDC Industrial Estate, Raigad, Maharashtra**  
**Name of work : Tender for hiring contractors to provide Civil Services at JNPT Battery backup foundation works**

**Tender Ref : STL / JNPT BATTERY BACKUP/ 2020-22**

Sealed tenders are invited from professionally competent service providers for Civil Works Smartchem Technologies Ltd., JNPT , Uran Dist: Raigad.

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

**Stage I Bidding (Technical bid) :**

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

Sealed Envelope–II: Earnest Money Deposit (EMD) for amount of Rs. 2,00,000/- (Rs Two Lac only) & Price bid (Please be guided with Annexure I on EMD clause)

Exceptions and deviations, which tenderer may desire to stipulate. (Tenderers are advised to submit the Tender strictly on the conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then they may be stipulated. The Company, Smartchem Technologies Limited (STL) reserve the right to reject such deviations or evaluate the Tenders containing deviations having financial implication, by adding the cost for such deviations as may be determined by the Company/ STL).

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

Ms. Anooradha Sekar  
**Smartchem Technologies Ltd**  
100% Subsidiary of Deepak Fertilisers And Petrochemicals Corporation Ltd.



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Plant K-7/8, MIDC Industrial Area, Taloja-410208, Dist.- Raigad (MS)

Contact: **022 2741 3064** E-mail : [anooradha.sekar@dfpcl.com](mailto:anooradha.sekar@dfpcl.com),

Last date for receipt of completed and sealed Tender by 21.10.2020 at 15:00 hrs

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

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

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

In case of any Technical queries you may contact our Job Controller Mr. Rajesh Deshpande 022 27413038

For commercial queries, you may contact Anooradha Sekar - 022 27413064

Thanking you,

Srikanta Behera  
Yours faithfully,  
For Smartchem Technologies Limited(STL)



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### ANNEXURE I

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

- A. Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lac only) in the form of Bank demand draft drawn in favor of Smartchem Technologies Ltd., drawn on any nationalized bank or any reputed private banks, like IDBI, Axis Bank, etc. The same should be submitted along with tender document. The Earnest Money Deposit will not carry any interest.
- B. STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason. Late tender will not be accepted / received.
- C. Canvassing in connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiting of EMD.
- D. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender.
- E. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
- F. If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
- G. Not more than one tender will be submitted by one Tenderer for the same work.
- H. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
- I. Tenderers have to submit details along with bid self-certified documentary evidences for the following:
  - 1. Registration certificate as Proprietary/ partnership firm/ private ltd or Public ltd Company or LLP.
  - 2. Registration certificate with PF organization for allotment of PF code number.
  - 3. Registration certificate of GST.
  - 4. Allotment letter under ESIC Act
  - 5. Registration certificate under Maharashtra Labor Welfare Board.
  - 6. Registration certificate for professional Tax.
  - 7. Registration certificate with Income Tax Dept for allotment of permanent income tax code No.
  - 8. MSME registration certificate
- J. Tenderers are advised to submit their bids strictly on the terms & conditions of the bid document and not to stipulate any deviation. (However, this is subject to deviation that will impact commercial value of the contract & such deviation may be added separately & marked appropriately).
- K. Valid ISO Certification holder: Name of certification:-----Validity:------(Enclose attested Copy) (if available)



- L. Organization Chart: Executive ----- Technical Staff----- (Enclose attested Copy with details)
- M. List of requisite resources. (Attested Copy to be enclosed)
- N. Audited annual Turnover: for last three Financial Years.
- O. List of similar jobs carried out in other company.
- P. Client List:

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

- a) The Tenderers are advised to thoroughly understand the complete scope of work document including the Annexures before submitting their bid.
- b) Tenderer should quote in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Tenderer. Tenders should be signed by person/s who are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.
- c) The Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing about tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.
- d) 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 of materials, conditions of contract, local precautions & statutory compliances to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
- e) It will be obligatory on the part of Tenderer to sign the documents on each page.
- f) 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. If the Tenderer does not visit the site it is presumed that he has knowledge of the site. No excuse will be entertained by the Company that tenderer has not visited the site before quoting the tender.
- g) The work may be split up between two or more Agencies or accepted in part and not in entirety, if considered expedient at the sole discretion of Management of Smartchem Technologies Ltd (STL) Deepak Fertilisers and Petrochemical Corporation Ltd (DFPCL)
- h) Any other persons to be engaged by the Tenderer/ Contractor for providing services of Civil Works will be the employees of the said Tenderer/ Contractor. This shall not create nor shall it be deemed to create any employer-employee relationship between STL and such Tenderer/ Contractor / workmen and the persons engaged by the Contractor/ Vendor. The Contractor/ Vendor / Workmen shall not claim any right for employment in STL, they shall always be employees of the said vendor / contractor. This fact should be made known to them in clear terms.



- i) .
- j) The Vendor / Contractor shall make payment of wages as per prescribed under the law to its employees deputed under this contract latest by 10th of each month and provide copy of the same to STL.
- k) **The Vendor / Contractor shall raise max one RA bill for complete works.**
- l) The Vendor / Contractor must go through the relevant Annexures on Statutory Rules which are mandatory on them to be followed regularly.
- m) The Vendor/ Contractor shall from time to time comply with all the provisions of the act, rules, directions provided from time to time.

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

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

### **4.0 Submission of Tenders:**

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

### **5.0 Earnest Money Deposit (EMD)**

- a) **Forfeiture of EMD :** The EMD will be forfeited in any of the following cases
  1. If for any reason the bidder withdraws his bid at any time after opening bids.
  2. If the bidder refuses to commence the work within the stipulated period as per the Letter of Intent (LOI) / Work Order / Purchase Order.
- b) **Refund of EMD**
  3. The EMD of the successful bidder shall be returned to the bidder after the commencement of work as per timelines given by STL and on receipt of irrevocable Bank Guarantee towards security deposit.
  4. The EMD of the bidder who has submitted the tender but was not evaluated to be L1, shall be returned to the bidder after Two month from the date of submission of tender.



- c) The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest.

**6.0 Right of acceptance & rejection of Tender:**

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

- 7.0 Validity of bids:** Bids should be valid for at-least 120 days after the date of price bid opening prescribed by the STL. A bid valid for a shorter period may be rejected at the discretion of STL. In exceptional circumstances, STL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of STL. Where bidder is unwilling to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder as per EMD refund policy of STL. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by STL due to change in specifications / scope or otherwise.

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

**Contractor's Pre-qualification :**



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

- a. Only professionally competent contractors should participate in the Tender.
- b. The contractor should have a minimum Annual Turnover of Rs. 50 Crores , including group companies.
- c. The net-worth of the bidder should be positive during the preceding financial year.
- d. 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 STL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- e. The tenderer should have minimum 10 years of experience in contracting the referred services in a similar industry of good industrial repute.
- f. Should be able to handle any local matters
- g. The contractor should have a valid MSME registration, if applicable and a copy of the same should be sent along with the tender document.





**Commercial Terms and Conditions: -**

- 1) **Job Controller** : Mr Rajesh Deshpande or any other person appointed by the Company at our plant locations, from time to time, shall be the job controller.

The Vendor / Contractor shall be responsible for providing the requisite and professional manpower for Civil Works. Continuous supervision by Civil Engineer (BE-3 years or DCE with min. 5 years Experience) and having sound knowledge of Technical specs and EHS aspect

2)

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 STL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on STL premises. STL will not involve / resolve dispute in contract employee dispute.

3)

- 4) **Security Deposit** : In the event of contract, the Vendor / Contractor shall be required to submit security deposit of 10% of Yearly basic contract value for the faithful execution of contract, within 15 days from date of issue of LOI/PO. The security deposit can be furnished by way of an Irrevocable Bank Guarantee from any Nationalized or reputed Private Bank. The Bank Guarantee must be valid till expiry of the contract plus claim period of two/ three months. No charges are reimbursable for getting Bank Guarantee. Vendor / Contractor has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be forfeited in case of failure terms & conditions. No interest shall be payable by STL for the sum deposited as a Security Deposit and it will be returned to contractor at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.

The Security Deposit must be valid till completion of the contract in all aspects. No charges are reimbursable for obtaining the Bank Guarantee. Security Deposit is linked with completion timeline ; outside issue will not be allowed to link with delay

- 5) **Mobilization**: Within 7 days from the date of receipt of PO/ email confirmation the contractor shall mobilize men and materials.

**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 Max. one running bill accepted for completed activity.

( in the format provided by STL, 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, rate analysis to be submitted. 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 within 45 days from the date of receipt of final running account bill provided the same is complete in all respects & duly certified by the engineer- in - charge.

The vendor / contractor should produce each monthly bill along-with Annexure A to Annexure E. Formats are attached herewith

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.

- 6) **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 as employed to complete the given scope of works, are similarly insured in respect of their employees including claim against third party liability.
- 7) **Relationship** : Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction.
- 8) **Supervision** : A competent supervisor(s) of Vendor / Contractor shall be available at work site at the time of actual work to understand the requirement of STL from time to time and/or instructions.



9) **Validity:** In case of unsatisfactory performance or breach of contract terms on part of the Vendor / Contractor, STL reserves the right to terminate the contract forthwith. STL shall also have right to extend the Contract at its own discretion. During the contractual period, the unit rates should remain unchanged throughout the contract term. 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 Civil Works once finalized through ARIBA, will be applicable for any similar scope of works in JNPT.

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 STL and to contractor as provided in the bid document.

11) There should not be any breach of any rules and / or regulations or any violation of the terms and conditions during the Works. In case any breach / violation / misconduct observed, then STL will impose appropriate penalty on the Vendor / Contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the Vendor / Contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to STL or its 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 STL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.

**12) Force Majeure**

The term force Majeure as employed herein shall mean, without limitation, acts of God, War, pandemic, disease, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations of respective Governments or authorities of both the parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full and satisfactory evidence support of its 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.

**13) Jurisdiction :**

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



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- 14) 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 by sole arbitrator in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) read with Arbitration & Conciliation Act, 1996 or any enactment or amendment thereof. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.



**General commercial terms including Price Bid Format & Scope of Works:**

Civil work for CAPEX-Battery backup Proj

- 1) Location is DFPCJL JNPT Terminal Uran
- 2) All material, tool tackles, services .. every thing will be in vendor/contractor scope
- 3) Skilled Engineer and supervisor required all the time till completion of project
- 4) QAP will be as per UHDE document (Technical specification) attached to PR
- 5) Material In Out record to be maintained and photo copies required to be submit at STL office.
- 6) Metal Scaffolding is only permitted and in contractor scope; no separate payment will be consider for payment
- 7) Bar chart with details (activities and dates) to be submit prior to job. Project deadline to fix before PO and marked in it.
- 8) Any clearance / connection requirement / permit required is to be intimated one day before.
- 9) STL will provide Water and electricity at particular point and have to make own arrangement at desired location (AS per requirement of STL only)  
Electricity supply will be based on MSEDCL supply; DG supply is limited and depends on availability time to time.

You are requested to contact us incase interested & manpower is available to provide these services.  
For site visit please get in touch with us or MR. Rajesh Deshpande on 022 2741 3038, as soon as possible  
The Annexure on statutory Rules and safety Rules, which are mandatory are attached herewith.

Also make sure that the following JSA should be followed by the evaluated contractor during actual work.

1. Use of PPEs ( chipping goggles, hand gloves, safety shoes, helmet ) are mandatory.
2. Hard barricading at safe distance around the work area to avoid unathorised entry at job site
3. Continuous supervision
4. Adequate platform for concrete breaking at hight to avoid fall of person
5. Use of life line to anchor safety belt to avoid fall of person
6. Tool box talk for safe execution of the job to person doing job.
7. All temporary connection should be through temporary electrical connection permit & checklist system
8. Keep away from falling material / debris
9. Do not laid electrical cables on floor
10. Use of adequate tools for removing of steel structure
11. Removed debris to be stored at safe location
12. Cold & Hot work permit .
13. Use of flash back arrestor at cylinder end and torch end i.e. 4 flash back arrestor in a set.
14. Inspection of grinder wheel prior to use
15. Area barricading
16. Removal combustibile material at, nearby & below job location
17. Use of fire blanket to arrest grinding / cutting spark



18. Provision of Water running hose ready
19. Trained person do the job
20. Hydrotest and Purity certificate of cylinder
21. Adequate guard to rotating machine to be ensured
22. Cold work permit. If excavation is more than 1.2 meter, vessel entry permit required
23. Clearance from electrical dept. for underground live cables.
24. Clearance from utility services & for fire water line.
25. Hard barricading to the excavation
26. Use of full body harness with lifeline
27. Use of tool sack/ box to lift / lower the tools
28. Form 11 : Must be there for all lifting tools and tackles
29. Lifting hook of hydra must have hatch
30. Hydra driver with valid license



Activity code	Short text	Qty	Uom	Rate / Unit
4000270	Exc. In all Soils depth upto 2.0 M	20	M3	
4000275	Dismantling RCC	2	M3	
4000647	Dismantling of Brickwork	15	M3	
4000281	Prov. & laying 230mm rubble soling	12	M2	
4000673	Prov and lay PCC of M10 grade	3	M3	
4000789	Anchoring Reinforcement Bar	48	EA	
4000247	Prov. & Lay.RMC (Batching plant), M30	40	M3	
4001011	Prov and Placing Reinforcement steel	3.5	MT	
4000197	Carting away surplus earth outside plant	50	M3	
4000852	Prov and laying 230 mm thk brick masonry	35	M3	
4000414	20mm thk smooth Neeru cement plaster	180	M2	
4000413	20mm thk sand faced cement plaster	230	M2	
4000823	Supply and fix 3 track al sliding window	9	M2	
4000344	Providing and fixing aluminium door	7.5	M2	
4000048	Providing water proofing to terrace slab	150	M2	
4000030	Prov. & laying Indian Patent Stone 40mm	110	M2	
4000514	fab./ere stru.steel but from 5 m to 10m	1	MT	
4000210	Prov.& lay false floor fram 600mmx600mm	60	M2	
4000379	Acrylic (plastic) emulsion painting	150	M2	
4000796	Prov. & Apply Dr. Fixit Rain Coat	500	M2	
4000455	Aluminum Glaze partition	22	M2	
4000225	Prov. & fix. shuttering above G.L.	350	M2	
4000458	Sply& prov. Trans. Fab. Grating 35mm thk	0.5	MT	
4000758	Removal of Metal roof sheets-Top & side	150	M2	
4000820	Dismantling of Structural Steel works	1	MT	
4000733	P/A Epoxy painting	1	MT	



**Price Bid Format**

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 borne by STL extra as applicable.

Please note that this is only the unit rate chart.

The final bill will be approved for payment only on completed actual quantum of such listed services, as completed by the Contractor and certified by Job Co-ordinator.

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 unit rates quoted by the suppliers shall remain firm till the completion of works No unit rate escalation on any other ground shall be allowed.

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

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

Warranty : The complete work should stand the warranty coverage of about 1 years from the date of site handover & adequately cover the quality of workmanship.

For Waterproofing a separate Warranty clause will be applicable as follows :-

Waterproofing work should cover warranty of 8 years from completion of total work and the site handover to STL.

Besides above, if any structural defect is found / observed then the same should be rectified free of cost.

Performance Bank guarantee should be issued with a validity for 8 years

Payment : 80% payment will be released after 90 days (within 45 days for MSME registered organizations) from the date of clearance of site after completion of works. This date will be calculated from the date of submission of bills to accounts dept.

20% payment will be released after receipt of performance bank guarantee valid for 8 years for waterproofing works.

Completion of works : The works should be completed on or before 30<sup>th</sup> December 2020.





LD Charges : If there is any delay in completion of work beyond the above schedule, then LD charges will be applicable. The same will be recovered from your final invoice @ 0.5% to 5% per weeks delay.

## **SCOPE OF WORKS**

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 Mr. Rajesh Deshpande by sending mail to : rajesh.deshpande@dfpcl.com or contacting on tel : 022 2741 3038

- 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 then STL 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 STL due to pilferage/theft. Hence, they shall have to ensure security & safety of the material at their own expenses.
- STL 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 be allowed to work**
- Contractor should make his own arrangement for 5 KL of water tank, temporary flood light, diesel pumps for execution of his work at site.
- Extra items / claims / or extra quantity more than the PO awarded will not be paid to contractor.
- If Any Quantity like to be increased the contractor must take Prior approval before job execution.
- Contractor should appoint a Main Civil Engineer at JNPT site as In-charge of minimum 10 years experience.
- Under the main Civil In-charge, Contractor must deploy the civil engineers having minimum 5 years' experience of relevant work.
- **Minimum one Civil Engineer and one Supervisor since we have to extend working hours than normal duty.**
- **After checking with the site team and if required, Contractor must make enough temporary provisions of mobile toilets facility for his workers/employees at the work site**
- Contractor must visit the site before he quotes the tender.



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- 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.
- All the RCC work to be carried out as per IS 456-2000.
- Contractor must make his own power distribution board system with required ELCB, MCB, 50m Cable etc. (Refer. Electrical checklist is attached)
- Contractor must submit the Reconciliation state on monthly basis to Clint. With allowable standard specified wastage. (for reinforcement 2.0% and for structural steel 2% only.)
- Inward material challans are required to be submitted alongwith invoice
- Test reports required from valid ABL approved Lab.

**CONTRACTORS SCOPE OF SUPPLY---**

All construction materials, cement OPC, Reinforcement and structural steel (Main), 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 STL/UHDE or approval consultants

Lifting and shifting machineries like Backhoe (JCB), Poclain, Forklift, boomlift, manlifter, Hydra, Ferana, cranes all should be healthy for operation with skilled operator and complied by all statutory documents, will be in your scope



## **ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS**

### **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.**INDEMNITY:**

Notwithstanding anything contained herein, STL, its Directors, employees, representatives, agents, etc shall not be responsible or liable in any manner whatsoever for any claims, suits, liabilities, costs, damages, losses and expenses, injury, death, damage to or loss incurred or suffered by Vendor / Contractor, its agents, personnel representatives, or its and their or any third party's personnel, employees, equipment, material or property, as the case may be, arising or resulting from, or occasioned by or in connection with any of the scope of work envisaged hereto..

The Contractor shall indemnify the CLIENT against all actions, suits claims and demands brought or made against him in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of his contract and against any loss or damage to the CLIENT PROPERTY. in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of this contract.

### **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 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 revised program to make up the slippage within the stipulated time schedule and obtain the approval of the client's 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 maintained at all times, 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 are to be in healthy conditions in all respects with valid documents required for various statutory / government agencies. These are to be verified through our EHS department before taking in use.

(c) **PROGRESS SCHEDULE:**

The Contractor shall furnish within the period of one week if the order to start the work, the program of work in **Bar 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.



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The client/PMC is further empowered to ask for 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. Night work 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 at site.

## **7 AUTHORITY OF REPRESENTATIVE OF THE CLIENT**

The duties of the representative of the Client / 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.



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.

Orders given to the Contractor's agent shall be considered to have the 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 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 get such levels. etc. recorded before starting the work will render him liable to accept the decision of the 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 / 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.

**12.6 The Contractor shall submit NABL approved Lab report.**

## **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 authorised representative and the Contractor, it is, however





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understood that before taking over such work the Council will not put 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 break up of the extra items in the form of Labour + Material + transportation and Profit (10 %) . This is to be submitted to Engineer in Charge and Purchase Coordinator.

**TERMS AND CONDITIONS SPECIFIC TO THIS CONTRACT**

**1. Uniform:**

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

**2. Duty Timing / As per instructions of the job co-ordinator**

07.00 AM to 15.00 PM

15.00 PM to 22.00 PM

22.00 PM to 07.00 AM

9:00 to 18:00 (In-Out);

if required to work early or later with stipulated time is allowed with due permission but not later than 22:00hrs and not before 7:00 am



**3. Housekeeping: -**

The vendor / contractor shall maintain the cleanliness of the areas of their respective works at STL's site. 5% of bill value will be deducted if cleanliness is not maintained properly.

**4. Assignment or sub-letting of contract.**

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

**5. Safety Aspects:**

100% compliance and if violation observed then penalty will impose as per rules.

- 5.1** Vendor / 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 its cost and should adhere to safety codes as given in General Conditions of the contract.
- a. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at STL work site. Vendor / Contractor has to report with manpower to factory medical officer on very first day of contract or worker's first day of duty.
  2. No young and Minor Child labour shall be allowed to enter and work at site of STL.
  3. The Vendor / Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of STL Supervisor and Safety Officer.
  4. Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB proper earthing. The same shall be inspected by STL Safety Officer and Electrical department. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
  5. Vendor / Contractor shall deploy Safety Supervisor. Safety Training, First Aid Training, shall be imparted to all the staff as employed to complete the given scope of works on first day and for five minutes every day at the start of the day.
  6. Vendor / Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from STL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every manpower deployed by the Vendor / Contractor 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.

7. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
8. No person shall work under the influence of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
9. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Vendor / Contractor.

## **5.2 Safety Training**

- 1) The Vendor / Contractor has to deploy experienced, trained, and skilled staff who has complete knowledge to complete the scope of works and ensure that they are completely familiar with hazards & safety precautions
- 2) The site staff of the contractors are required to undergo safety orientation before they are assigned work at site. No person shall be allowed at work site without safety orientation.
- 3) The contractor shall ensure that any time during the performance of the work his personnel are fit to execute the tasks assigned and are not under the influence of any alcoholic liquor, drug or other intoxicating substances.
- 4) The contractor shall make himself and all his staff 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.
- 5) It is the responsibility of the contractor to ensure good housekeeping at work site. The left over scrap material after completion of Civil Works should be removed immediately from the work place to avoid accident and work area shall be kept tidy.
- 6) If shift relieving system at work place is to be followed, then Person should not leave workplace without permission of EIC
- 7) Safety training will be given by STL Safety officer to all manpower reported on duty. Vendor / Contractor 's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 8) Safety training certificate will be issued to all Vendor / Contractor s' employees. Every Vendor / Contractor 's employees will maintain safety certificate copy with him for the period of work inside the factory/ work site of STL. The certificate will be valid for a period of six months from date of issue. On expiry of validity, Vendor / Contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 9) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

## **5.3 Accident Reporting**



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

#### **5.4 Safety performance**

- 1) Every contract shall be vetted for safety performance of previous contract and experience
- 2) Safety training to the staff as employed by the contractor to complete the given scope of works, proactive performance, availability of safety appliances, Attitude towards safety implementation, rewards to the worker/s will be evaluation parameters.

#### **6. Labour law and Safety codes:**

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

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

Vendor / 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 and Rules made thereunder etc. and such other acts which are in force or which may come in force during the subsisting of the contract, should be adhered to by the Tenderer/ Contactor and such other rules/ regulations/ laws made applicable from time to time.



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

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



- 7) Rate Revision : During validity period of the contract there shall be no revision of the compensation payable to the Vendor / Contractor

10) **Taxes and duties:**

The rates given in the work order are inclusive of all taxes, levies/ duties paid / payable in execution of the contract except for GST as detailed below. Any variation during the contract period as promulgated by govt. Shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies / duties for work executed beyond the contract duration will not be applicable.

Following are the guidelines for compliance of various taxes & duties: service tax:

Service tax shall be paid against service taxable items subject to service tax registration and invoice as per format.

In case of increase/decrease in service tax rate in future, such increase/decrease rate shall be applicable.

Service tax at applicable rates shall be payable on the labor/service component, subject to following:

i) the contractor has to submit the documentary evidence [photo copy of certificate] towards registration with concerned excise authorities.

ii) bills submitted should indicate separately the supply component and labor element so as to take care of service tax liability on labor component only.

The following details are required in the invoice to make it eligible for payment of service tax:

1. Address of service provider
2. Serial number of document
3. Date of issue
4. Service tax registration number (if applicable)
5. Category of services for which registered (if applicable)
6. Description of the services provided
7. Value of the services provided
8. Service tax amount paid or payable (if applicable)
9. Contractor to claim service tax, education cess and secondary higher education cess separately in the invoices and that invoice serial number should not be handwritten
10. Contractor to claim invoice showing material value separately on which service tax shall not be payable
11. Mention the plant/ place of service rendered.
12. Period / duration of service.



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Please take all precautions, so as to ensure that the invoices for services provided are not defective resulting in difficulty for us to claim cenvat credit. Any failure on this account may result in non payment of duty amount.

Service tax & education cess shall be reimbursed provisionally and if no proof of having deposited with government is shown within one month, the same shall be deducted from the pending bills.

**11. Bill submission :**

The billing period applicable for running A/c bill in respect of this contract is every calendar month. The bills shall be submitted to The user / Job co-ordinator for certification, with following billing address -

Smartchem Technologies Ltd  
Plot K-8, MIDC Taloja,  
Dist Raigad – 410208. Maharashtra, India.

Max one RA bill is permitted for completed works.

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

**12. Correspondence :**

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

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 joint measurement sheet, failing to so, the invoice will not processed by finance dept. Mentioned compliance checklist filled with relevant document and certified by Admin. Is required to attached

- 13) The Vendor / Contractor shall be responsible for providing the requisite number of staff for completing Civil Works work.
- 14) Interest free Security Deposit of 5% of basic order value should be deposited with STL within a week from the date of issue of Purchase Order.
- 15) The Vendor / Contractor and its persons employed by him at STL have no camping right whatsoever in the company's premises.
- 16) 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 Forklift staff shall be resolved by the Vendor / Contractor and shall have no bearing on STL. The Vendor / Contractor should indemnify any claim, title indebt, cost, damage, compensation in respect of its employees posted on STL premises.
- 17) **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.
- 18) **Termination of the Contract:**
  - a) STL shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by the contractor and/or by his staff.
  - b) Insolvency or dissolution of the company/ partnership firm or death or adjudication as insolvent of any partner of the Vendor / Contractor .
  - c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for





winding up, if it is a company or co-operative society.

- d) If any attachment is levied and continues to be levied for a period of seven days upon Vendor / Contractor effects or any individual/ partner for the time being of its firm or any member of cooperative society.
- e) If any partner of the firm or any member of its co-operative society shall be convicted of any criminal offence.
- f) If Vendor / Contractor shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of STL , whose decision in that behalf shall be final and binding .
- g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give three month's notice for termination of the service if they choose to discontinue.
- h) Violation of the provisions of Contract Labour (R & A) Act 1970, MSGB / and / or other acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
- i) On termination/expiry of the contract, the, Vendor / Contractor will immediately remove all its personnel from the premises of STL.
- j) Both the parties shall be free to terminate this agreement by giving 90 days advance written notice to the non-terminating party of its intention to terminate the same.

**19) Penalty clause :**

**I) General Penalty clauses :**

- a) If any person deployed on this work is found accepting bribe or involving in theft the penalty of minimum Rs.10,000/- will be imposed for each case. or ( it will be depend upon involvement in theft or bribe it will be decided by management how much severity in such incidents.
- b) If any person deployed by the contractor on this work is found sleeping, Rs. 1000/- will be imposed as penalty in addition to deduction wages of that day for each case. If repeatedly finding sleeping cases . Such workmen will be removed from STL location.
- c) Deployment of manpower on overtime (O.T) will not be permitted more than eight hours at a stretch (i.e, eight hours plus eight hours). In case of extreme requirements, O.T. will not be payable by STL (Only duty points will be counted for 30 days a month for the purpose of monthly payment). Per Man-day Rs.250/- will be deducted for over and above 10% of overtime.( Over time will not be acceptable )
- d) Improper turn out of any staff on duty as deployed by the vendor / contractor while closing on duty Rs. 500/- will be imposed.
- e) First Instance of violation : Rs. 1000/- Second instance of violation : Rs. 5000/-
- f) Not wearing uniform/Boiler suit/Rainy Wear: Rs 500 for first instance per person, in multiple for next similar violations.



**II) Penalty clauses due to safety violations**

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

**I) Type of violation- Employee found without using required safety equipment**

**First Time-Rs.50/- per employee**

**Repetitions-Rs.100/- Per employee**

**Frequent Safety violations-Rs.100/- Per employee + warning letter**

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

Penalty -Rs.1000/- and / or actual cost of damage

**20) Vendor should not deploy person working under different contractor or also should not deploy person working with any other contractor in DFPCL/ STL in last three month".**

***Special Conditions & the responsibility of the Vendor / Contractor :***

*The Vendor / Contractor shall be responsible for,*

**1. Deployment of Medically Fit Manpower:**

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

Failure to comply with this stipulation shall entail penalty as may be decided by the management apart from refusing entry to such staff as employed to complete the given scope of works of the Vendor / Contractor . The decision of the STL's Medical Officer in this regard shall be final.

**2. Medical Examination of Staff deployed by Vendor / Contractor on job inside STL's premises is mandatory:**



Vendor / Contractor should ensure that all the staff deployed on said contract job at STL's site should undergo pre-employment fitness examination.

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

Any staff employed by the Vendor / Contractor for the said job, who has completed 12 months shall undergo annual medical examination. Such examination must include the following tests: -

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

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

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

Form No.32 must be maintained in bounded register & should be submitted to the Occupational Health Center (OHC) for records annually.

The Vendor / Contractor also ensures that the Staff deployed by the Vendor / Contractor must undergo Police verification at Taloja Police station as well as the native place of the said staff.

All the above documents is also be applicable in case there is new appointment of any staff.

### **Covid19 specific PPEs & Medical examination:**

1. If there is suspected / symptoms of COVID to worker then COVID test of individual worker must be in Vendor / contractor scope
2. All COVID – 19 related PPEs must be in Vendor / contractor scope.

Manpower from other state is deputed , only after necessary Quarantine period as per Guidelines from Maharashtra guidelines

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

Should a Tenderers/ Vendor / Contractor s have a relation or in the case of a firm, one or more of its partners a relation or relations employed in STL or in case of company any of its official or relations



employed in STL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which STL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of is/ are employed, with the Tenderers/ Vendor / Contractor s, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of STL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to STL from time to time. If the Tenderer/ Supplier fails to inform the same, STL shall at sole discretion may reject the tender.

**4.** The Tenderer/ Vendor / 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”.

**5. 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 STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

**6. CONFIDENTIALITY:**

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority, only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to “Company”. Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

**7. 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.



## **8. WAIVER -**

The failure of either party to enforce at any time any of the provisions of this agreement shall not be considered to be a waiver of the right of such a party thereafter to enforce each and every provision. Any acquiescence or waiver by STL, of any delay, breach or default committed by Agency shall not be deemed to be or considered as estoppel against STL, or prevent STL, from exercising any of its rights under any of the provisions mentioned in this documents.

## **9. ENTIRE AGREEMENT -**

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

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

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

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

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



I) Supervision of work, quality of material used, method and process of working, conduct and behavior of its employees, immediate and long-term safety of its personnel and agents deployed by it, from time to time;

II) Any liability, claim for damages or compensation, or any other action arising out of any accident, mishap arising from any negligent act or omission of Vendor / Contractor , sub-contractors, its or their personnel, agents or representatives;

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

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

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

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



## ANNEXURE II

### **EHS REQUIREMENT / INSTRUCTION FOR THE CONTRACTOR APPLICABLE FOR ALL JOB WORK UNDERTAKEN AT K1, K7 & K8 PLANT OF SMARTCHEM TECHNOLOGIES LTD. (STL) // DEEPAK FERTILISERS AND PETROCHEMICAL CORPORATION LTD (DFPCL)**

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

#### **GENERAL REQUIREMENT:**

1. Medical exam and Safety training to the contract employees before issuing the gate pass with stamp (Green colour triangle) – Will be done by STL
2. Nomination of safety officer / representative by the contractor.
3. Engage / depute competent manpower as per nature of job. Periodic EHS training shall be provided by your supervisor and records shall be maintained. Daily tool box talk shall be given before starting the job activities.
4. Maintain your EHS performance in “**Rating A**” as per our evaluation methodology failing to which your contract may be terminated / not renewed.
5. If in doubt about job requirement immediately consult job coordinator / Field Executive in that area.
6. Submission of the valid test certificate of tools-tackles & equipments by the contractor to concerned dept.
7. Checking and certification of the equipment / tools (PPE, Portable electrical equipment, Welding machine, Gas cylinder, Lifting tools and Tackles, cranes, hydra, forklift etc.) while entry in the plant and periodic checking of tools by EHS & user department (Mechanical / Electrical / Civil / Instrumentation etc.).
8. All temporary electrical extension board shall have armored / Screened cable. Extension board shall have proper plugging arrangement with individual RCCB / ELCB. Joint cable shall not be used at work site for portable equipment and extension board. For avoiding overloading proper rating MCB's shall be incorporated as per equipment rating in distribution board in co-ordination with RCCB/RCBO.
9. All portable electrical appliances / tools should be equipped with local RCCB / ELCB for personal protection and Overload trip devices for equipment protection & to be certified by STL Electrical Dept. prior to take into company premises and periodic checking of equipment.



10. Any vehicle used by the contractor shall be free of defects / leakage and in good condition with valid papers of vehicle, Driver license and PUC and checked at main gate for its intended use by concerned dept / security dept / EHS dept.
11. Provide & use of ISI marked personal protective equipment (PPE) like Yellow colour safety helmet, two lanyard Full body harness (Safety belt), safety shoes, face shield / goggle etc. Also provide and use other job specific PPE as per nature of job.
12. For cutting set - Use of good condition wire mesh cover / braided hoses (Maroon hose for the Acetylene and Blue for the oxygen cylinder), proper clams, four flashback arrestors (two at cylinder side & two at nozzle side) and two stage regulator. Trolley with chain arrangement to transport the cylinders.
13. For welding set – Use of good condition continuous use type welding machine with proper lugs and close loop earthing arrangement to the point of welding job. Welding machine & cables (Copper cable) should be of IS standard as per requirement ( e.g. for continuous use type) & to be certified by STL – electrical Dept





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

#### **SPECIFIC JOB REQUIREMENT:**

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



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11. Ensure proper housekeeping after completion of the job and disposed of waste / unwanted / used equipment in identified bins kept in plant areas / proper way in consultation with the STL supervisor.



**ELECTRICAL RELATED REQUIREMENT:**

1. All welding machines & Portable electrical equipments shall be with proper detailed name plates.
2. Vendor shall arrange ELCB/RCCB of suitable rating as per equipment sizing with leakage current rating of 30mA for all domestic & Industrial portable appliances. Electrical appliances which are rated more than 63A capacity shall be given with earth leakage current protection of 100mA.
3. ELCB / RCCB used shall be of standard make. i.e SIEMENS, LEGRAND, ABB, Schneider, Havells , Legrands only.
4. Two Runs of 6 sq.mm. CU single core flexible green cable/ 16 sq.mm. AL single core flexible green cable shall be arranged by vendor as equipment earthing 2 nos. minimum with the required length of 20 meters.
5. Distribution boards shall be of IP65/IP 67 with proper stand as per attached photograph.
6. All single phase & three Phase distribution boards shall be provided with 2 no's of earthing.
7. Cables used for Three phase / single phase shall be as per equipment rating and shall be of :  
4 core armoured cable in case of 3 phase – 3 wire. ( For three phase minimum 4C X 6 sq mm or 10 sq.mm. copper multi-strand cable shall be used  
5 core armoured cable in case of 3 phase – 4 wire. ( For three phase minimum 5C X 6 sq mm or 10 sq.mm copper multi-strand cable shall be used)  
3 core armoured / screened cable in case of single phase. ( For single phase minimum 3C X 2.5 sq.mm multi-strand copper cable shall be used).
8. All portable 3 phase blowers / vacuum pumps/Pumps/ Heaters shall be provided with dedicated starter panel with appropriate rating of MPCB /Over load relay/power contactors etc. followed by earth leakage relay protection of 100mA.
9. All portable Single phase equipment's cable length shall have max length not be more than 3 meter.  
In any case required length becomes short then use of extension board along with armoured/screened cable is mandatory.
10. All required single phase & three phase metal clad / polyamide plugs along with necessary cable glands shall be arranged by contractor only. Cable glands used shall be of double compression with PVC hood only.
11. All welding machines & extension boards shall be provided with proper monsoon protection canopy & self-standing Stand.
12. Any contractor who is working on electrical equipment's shall have supervisory / wiremen PWD license.
13. All kind of cables shall be free from mechanical damages , Joint and twist.
14. In case of any abnormalities found STL representatives are free to reject the same unconditionally.
15. All Portable welding machines shall comply the requirements as per IS 818.
15. Welding activity to be carried out in dry condition i.e. Welder shall be in dry condition. In case of drizzling rain work to be stopped immediately unless and until there is proper arrangement like shed which can avoid moisture / rain drops at welding place.



16. To comply above pre-requisites contractor can deploy its electrician who has authorized PWD license copy.

17. All cables used for job shall be free from joints. In case joints are required, it should be through insulated Panduit lugs or insulated straight through lugs with overall insulation on each core & all cores together.

18. Any new electrical equipment being brought at site shall not be used unless it is checked & certified by STL electrical representative. This includes testing of RCCB/RCBO also. Decision of STL electrical representative will be final in this case. It will be the responsibility of contractor & STL job coordinator to get it certified.

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

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

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

**PENALTY – Rs. 500/- per incidence**

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

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

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

**PENALTY – As decided by STL, depending upon the nature & scope of works.**

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

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

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

#### **PERSONAL INJURIES:**

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

#### **INCIDENT INVESTIGATION AND REPORTING:**

The Contractor shall indemnify and hold harmless STL and/or its respective officers, agents and employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or



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damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor or any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or any Subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or any Subcontractor of the Contractor.

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



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

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

- A) The Vendor /contractor should understand the scope of works clearly.
- B) The list of documents / certificates (as applicable) as required by STL are as given below should be submitted by the Vendor / Contractor. The necessary gate pass/es is/are mandatory for which the contractor should submit the following necessary documents / certificates.
1. Copy of ESIC, PF, MLWF allotment letter etc. or registration certificate issued by concerned authorities
  2. Contractor's labour license is mandatory if labour strength is more than 50 Nos.
  3. Purchase Order raised by authorised Person of STL Purchase Dept
  4. Registration Certificate or Exemption under Security Guard Board (for security agencies only)
  5. Copy of temporary or Regular ESIC Card of each worker (under ESIC Act) **OR** If contract worker drawing wages more than Rs.21000/-, required authentic proof i.e. the appointment letter or last month payslip alongwith Employees / Workmen's Compensation Policy or Group Personal Accident Policy.  
Copy of Professional Tax registration
  6. Service Tax Certificate (Form ST-2)
  7. PWD Licence (for electrical contractor)
  8. Bank Details
  9. Pan Card
  10. Cancelled Letter Head
  11. Medical report from Company Doctor of all the Contractor's labours working in STL 's premises under the above work.
  12. Record of having attended the Safety Training
  13. Identity Card xerox.
  14. Any other Certificate or Licence as required according to nature of Job work



- C) The contractor should comply with all statutory regulations like payment as per minimum Wages, Bonus, Labour Welfare Fund, Leave Wages, PF, ESI, maintaining requisite records viz. various registers & xerox copies of the same should be submitted to HR Department for verification / record purpose on monthly basis before 28th of every month.
2. P.F. / ESIC paid challans alongwith ECR
  3. P.T. paid Challan
  4. Labour Welfare Fund challan
  5. Muster Roll cum Wages Register
  6. Register of Deductions
  7. Register of Overtime
  8. Register of Fines
  9. Register of Advances
  10. Attendance cum wage slip

Following documents required once in a year

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

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

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

- D) In case of any non-compliance the contractor will be penalised by holding 20% of payable amount / this may even lead in termination of the contract / as per the discretion of STL Management
- E) Before the mobilization of Man and/or Machine for the contract, inside the factory, the contractor should obtain necessary work permit from the concerned Job Coordinator.



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F) Any time the visitor visiting the plant for any reasons whatsoever, it is mandatory that he / she must carry any one of the following Govt. identified IDs, to be displayed at our main Security Gate. Any visitor denying display of the said document, will be denied entry in the STL plant :-

Govt issued ID is as follows :

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

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

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**Annexure – IV**

**Declaration**

(On letterhead of Vendor / Contractor / Organization)

The information furnished by me / us are true to the best of my / our knowledge. I / We have read the terms and conditions in the tender document and agree to abide by the same.

Signature of the Vendor / Contractor :  
Name :  
Date :  
Registration No. :  
Place (Full Address) :



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( On Letterhead of Vendor / Contractor )

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

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

(Signature of the Vendor / Contractor & Seal)