



**MAHADHAN  
AGRITECH  
LIMITED**

(Formerly known as Smartchem Technologies Limited)

100% subsidiary of DFPCL

## **MAHADHAN AGRITECH LTD (MAL)**

**(100% Subsidiary of Deepak Fertilisers & Petrochemicals Corporation Limited)**

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

Plant at MAL Unit- Plot K1 & K-8, Talaja MIDC Industrial Area, Raigad, Maharashtra, India-410208

**Subject: - Value based Tender for Annual Rate Contract to provide Scaffolding Services at Mahadhan Agritech Limited (MAL/Company) Talaja K1 & K8 Plant.**

**Tender Ref : MAL ( K1 & K8 ) /MECH-SCAFFOLDING/01/ 2024-25**

**Date: 11.09.2024**

Sealed Technical bids are invited from professionally competent service providers of Mechanical Fabrication & Maintenance Services in Sealed Envelope with EMD. The sealed envelope shall be super scribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Swapneel Attarde or Mr. Yuvaraj Naik, At **Mahadhan Agritech Limited** at Plot K8 MIDC Industrial Area, Talaja, 410 208, Dist.: Raigad, Maharashtra, India

### **Stage I Bidding**

- **Sealed Envelope- I:** - Technical Bid- General Terms and Conditions, Commercial Terms and Conditions, Special Conditions and Scope of work (Excluding price Bid)
- **Sealed Envelope- II:** - Earnest Money Deposit (EMD) for Amount Rs.50,000 (Rs. Fifty thousand only) per unit & Price Bid (Please be guided with Annexure-I)
- The Scope of work for each activity mentioned in annexure of this tender (Excel Sheet -Annexure A)
- You will submit the closed technical bid in hard copy and in 2 envelop system by hand or through courier to MAL latest by **25.09.2024**.
- The commercial price bid will be invited from technically qualified Tenderers.

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

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***The participating company's declaration:***

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

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

## **Stage II Bidding**

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents (Stage I- Two Envelope system) signing on each page along with requisite document as mentioned in pre-qualification criteria and EMD & every component by the authorized signatory in Purchase Department of the Company latest by **25.09.2024** up to 15.00 PM

All the above documents should be hand delivered or Couriered to the following address.  
Mr Swapneel Attarde or Mr. Yuvaraj Naik (Representative of MAL)

### **Mahadhan Agritech LTD**

Unit- Plot K-7 & K-8, Taloja MIDC Industrial Area,  
Raigad, Maharashtra, India-410208  
Phone: 022-5044 3017 and 022-5044 3019

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

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

### **E-Auction:**

After submission of Stage I bid documents and close price bid, the E auction will be conducted. The E auction will be governed by the Business Rules for online Auction as per enclosed pages in Stage I bidding. Only Technically acceptable Tenderers against the tender can participate in further process. MAL's decision on technical evaluation shall be final and no correspondence shall be entertained in this regard. The Tenderers who do not fulfill all or any of the conditions laid down in the tender document are liable to be ignored at the sole discretion of MAL. MAL also reserves the right to reject any/all the offers without assigning any reason thereof.

**In case of any technical queries**, you may contact our Job Controller as below.

K1-MAL Unit – 1) Shri. Mahesh Kalghatgi (Tel.022-50684383, Mob. 9820636652)  
2) Shri .Atulkumar Khatri (Tel.022-50684376, Mob. 9820234697)

K8 MAL Unit – Mr. Sanjay Gawade ( Tel.022-27413024 ,Mob. 7738673400)

### **For commercial queries you may contact**

Mr Swapneel Attarde Tel No: - 022 5044 3017 (Mob.9833004627)  
Mr. Yuvaraj Naik Tel No: - 022-5044 3019 (Mob.7892776483)

Thanking you,

**For Mahadhan Agritech Limited**

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

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

- [a] Annual Turnover of minimum Rs 50 Lacs including group companies.
- [b] Only professionally competent contractors should participate in the Tender.
- [c] The net-worth of the bidder should be positive during the preceding financial year.
- [d] Compliances of statutory requirement like registration under ESIC Act, PF Act, GST and other statutory compliance to operate/ do business in India.
- [e] Minimum 3 to 5 years of experience in Similar field and details of similar ongoing works including group companies.
- [f] List of clients of the Company/Firms.
- [g] Details of manpower owned technical, and staff submitted along with the tender.
- [h] List of requisite tools & tackles, equipment. (Attested Copy to be enclosed).
- [i] The contractor should not have any record of being de-barred or blacklisted by any State / Central Govt. Dept. / any public / private organization. Compliances with the provisions all the personnel related statutes (and the corresponding rules framed under these various statutes) as may be applicable including, but not limited to statutory compliance like registration under ESIC Act, PF Act, Contract Labor 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 MAL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- [j] Should be able to handle any local matters.
- [k] If the contractor is MSME then should have a valid MSME registration and a copy of the same should be enclosed along with the tender document at the time of submission.
- [l] Organization Structure of the contractor.

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

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**ANNEXURE I**  
**GENERAL TERMS AND CONDITIONS**

1. Earnest Money Deposit of Rs.50,000/- (Rs. Fifty Thousand only) in the form of Bank demand draft/ Pay order (drawn on public sector bank or reputed private bank only) will have to be submitted in favor of Mahadhan Agritech Limited payable at Mumbai along with tender document. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidence for the following:
  - a) Registration/ incorporation certificate as Proprietary/ Partnership Firm/ Private Ltd or Public Ltd Company/ LLP.
  - b) Registration certificate with PF organization for allotment of PF code number.
  - c) Registration certificate with Goods and Service Tax (GST).
  - d) Allotment letter under ESIC Act
  - e) Registration certificate under Maharashtra Labor Welfare Board.
  - f) Registration certificate for professional Tax.
  - g) Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
  - h) Tenderers are advised to submit their bids strictly on the terms and conditions of the bid. document and not to stipulate any deviation.
  - i) ISO Certification holder: Name of certification: -----Validity: -----(Attested Copy to be enclosed)
  - j) Organization Chart: Executive -----, Technical Staff----- (Attested Copy to be Enclosed giving the details)
  - k) List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
  - l) Audited annual Turnover: for last three Financial Years.
  - m) List of similar jobs carried out in another company.
  - n) Client List.
  - o) MSME certificate if applicable.

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

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

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

**1.0 INSTRUCTIONS FOR SUBMISSION OF TENDER:**

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

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

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

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

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

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

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

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

**2.0 AMENDMENT TO NIT (Notice Inviting Tender):**

At any time prior to the deadline for submission of bids, MAL 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 with adequate time provided to all prospective bidders to adjust their tenders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

**3.0 SUBMISSION OF TENDERS:**

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

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#### 4.0 EARNEST MONEY DEPOSIT (EMD)

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

#### 5.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

#### 6.0 VALIDITY OF BIDS:

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

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

#### 7.0 PROCEDURE FOR AUCTIONING

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

**[b]** Auction shall be for a period of 30 minutes or as per MAL requirement. If a Tenderer places a bid in the last **2 minutes** of closing of the Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **2 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **2 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case there is no bid in the last **2 minutes** of closing of Auction, the auction shall get closed automatically without any extension. However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

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

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

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

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

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

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

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

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

**8.0. SUBMISSION OF TENDERS:**

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

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## ANNEXURE II

### Special Terms and Conditions

#### SAFETY ASPECTS:

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

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

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

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

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

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

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

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

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

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

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

g) Tenderer/ Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from MAL Maintenance In charge. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used from time to time to protect the body from each activity.

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

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

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

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

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

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

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

o) Non-compliance of safety guidelines will be considered as default and may invite penalty upon the Contractor.

### **1.02. Safety Training**

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

2) Safety training will be given by MAL Safety officer to all manpower reported on duty. Tenderer/ Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of the agreed procedure safety training will be given and the adequacy of safety PPE's will be checked by the Safety Officer.

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

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

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

### **1.03. Accidental Reporting**

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

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

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

4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Tenderer/ Contractor at ESIC recognized hospital/specialized hospital. It is sole

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responsibility of the Tenderer/ Contractor to make available in time the best treatment to its worker at his cost/insurance. MAL shall not be responsible for the same.

#### **1.04 Safety Performance**

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

#### **2. Labor law and Safety codes:**

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

Tenderer/ Contractor will comply with all labour and other statutory laws applicable from time to time. All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra and Central Rules, Employees State Insurance Act with Rules & Regulations, The Maharashtra Workmen's Minimum House Rent Allowance Act, 1983 with Rules 1990, The Payment of Bonus Act, 1965 with Rules 1975, Factories Act with Mah. Rules, The Digital Personal Data Protection Act, 2023, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act, etc. and such other acts which are in force, or which may come in force during the subsisting of the contract, should be adhered to by the Tenderer/ Contractor and such other rules/ regulations/ laws made applicable from time to time.

The Tenderer/ Contractor agrees to procure and maintain, at its own cost, insurance policy enough 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.

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

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

The Tenderer/ Contractor agrees that non-compliance of the above on a regular basis will inflict severe consequences such as contract termination or financial penalties at the discretion of MAL. The decision of the MAL's management in this regard shall be final.

#### **2.01 Deployment of Medically Fit Manpower:**

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

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

## **2.02 MEDICAL EXAMINATION:**

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

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

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

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

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

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

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

Falsification or tampering of medical records will be considered as default and may invite penalty upon the Contractor.

## **2.03 Safety Organization of Tenderer:**

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

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

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

If 101 and more employees – Additional safety officers/100 employees

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

Proper segregation of the insulation/ waste/ not required material and timely disposal

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

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

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

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

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

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

**2.05 Minimum Entry qualification for contract Personnel:**

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

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

**2.06 Safety Meetings: -**

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

**2.07 First Aid and Industrial Injuries: -**

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

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***The participating company's declaration:***

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## 2.08 Health:-

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

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

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

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

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

Name with phone number/s of the manpower

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

Residential address of the manpower

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

## 2.09 Schedule of penalties for safety violations

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

- 1 Type of violation-Supervisor found at site without having undergone safety induction training  
First Time-Rs.50/- per employee  
Repetitions-Rs.100/- Per employee  
Frequent Safety violations-Rs.100/- Per employee
- 2 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
- 3 Type of violation-Employee found without safety belt or without anchoring the safety line at height  
  
First Time-Rs.100/- per employee  
Repetitions-Rs.200/- per employee  
Frequent Safety violations-Rs.200/- Per employee + warning letter
- 4 Type of violation-Using defective equipment (Tools & Tackles) at site having potential for accident/fire  
  
First Time-Rs.500/-each Observation  
Repetitions-Rs.1000/-each Observation  
Frequent Safety violations-Rs.2000/-each Observation + warning letter
- 5 Type of violation-Non-compliance of HSE&F procedures/standard practices

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	First Time-Upto Rs.500/-
	Repetitions-Upto Rs.1000/-
	Frequent Safety violations-Review for de-listing
6	Type of violation-Carrying out job in an unsafe manner having potential for serious consequences e.g. fall accident, damage to property electrocution etc.
	First Time-Rs.1000/-each observation
	Repetitions-Rs.2000/-each observation
	Frequent Safety violations--Review for de-listing
7	Type of violation-Medical treatment injury
	First Time-- Repetitions-Warning letter
	Frequent Safety violations--Review for delisting
8	Type of violation-Lost time accident
	First Time-Warning letter
	Repetitions-Review for de-listing the contractor from approved list
9	Type of violation-Fatal Accident
	First Time-Review for de-listing the contractor from approved list.

**2.10 UNIFORM:**

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

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

**2.11 STATUTORY COMPLIANCE: -**

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

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

Whenever the Contractor/Tenderer applies for gate passes to his worker/s to enter into MAL premises, they have to apply on its letter head (Format with HR Department) along-with following documents.

The application should be recommended by the authorized User Dept.

Copy of Work Order/LOI issued by MAL.

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

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

Copy of Allotment letter under ESIC Act

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

Copy of Registration certificate under Maharashtra Labor Welfare Board.

Copy of Registration certificate for professional Tax.

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

Copy of Employment Card (Form XIV) - Rule 76

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Wage Register in form XVII. (Under the C.L Act)
- ii. Muster Roll in Form XVI (under the C.L Act)
- iii. Register of deductions (under the C.L Act)
- iv. Register of Overtime (under the C.L Act)
- v. Register of Fines (under the C.L Act)
- vi. Register of advances (under the C.L Act)
- vii. Bonus Register in Form C (under the Payment of Bonus Act)
- viii. Leave register in Form 20 (under the Factories Act)

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

9) Copy of Monthly Wage Register.

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

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

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

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

14) Inspection report of PF and Labour authority.

Tenderer/ Contractor should ensure that he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. contractors has to pay Leave & Bonus in monthly components to the labor. if it is found that it is not paid the dues while checking the compliance documents then proportionate amount will be kept on hold from your bills, and the same amount will be release on reimbursement bases.

MAL has the right to hold the bill for any particular month if the Tenderer/ Contractor has not complied with the mandatory statutory compliances. MAL Can levy Penalties for such repetitive Non-Compliance.

The Tenderer/ Contractor shall always keep MAL indemnified from any risk/ liability/ penalty/ cases arising from non-compliance of the same.

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

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

➤ **The below mentioned Statutory compliance must submit by vendors before 20th day of next month.**

Annexure-E

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PF/ ECR challan copy  
PF, ECR & Payment receipt  
ESIC, ECR & payment receipt  
PT challan copy  
MLWF (in the month of June & Dec)  
Levy payment proof [for Security vendor only]  
Muster roll cum Wages register, including bonus and leave wages payment  
In / out entry register maintained at entrance security gate  
Register of deduction for damage & loss  
Register of Over Time Register  
Register of Fine  
Register of Advances  
Wage Slips  
Proof of salary made through RTGS/Bank transfer/Cheque payment.  
Bonus Register Form C, D & Leave Form 20 to provide annually.

➤ **MAL has CLMS System for registration of Vendors, below docs need to provide by Tenderer/ Contractor during working period & for his laborer.**

PF allotment letter  
ESIC registration letter if wages are less than Rs.21000/-  
Pan Card  
GST Registration Certificate  
MLWF registration certificate  
Professional tax number  
Copy of Work / Purchase Order  
Owner Name and cell/Phone number  
Email ID of vendor  
Site In charge name and his cell number  
Copy of labour license, if strength is more than 50 numbers  
**If wages are more than Rs.21000/** >Employees Compensation Policy or GPA policy with list of employees [Pay slip or declaration regarding wages are more than Rs.21000/- are must to be provide by vendor for above mentioned policies]"

➤ **The below mentioned documents of workers are to be require for CLMS registration.**

1.E.pehchan card under ESIC or  
2.Workman Compensation Policy or  
Group Personal accident policy with list of employees Payslip or declaration regarding wages are more than Rs.21000/- are must to be provide by vendor for above mentioned sr.no.2."  
Copy of Aadhar card  
Copy of PAN card  
Copy of cheque leaf or bank pass book  
UAN Number under PF Act  
Cell Number of workers

**(C) HOUSEKEEPING:**

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

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**(D) ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

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

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

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

**(F) INDEMNITY:**

Without prejudice to any other provisions in these conditions, the Tenderer/ Contractor shall be bound to keep MAL,

Its Directors or any representative employee agents, fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, byelaws, notifications, directions or order having the force of law.

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

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

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

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

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

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**(H) CONFIDENTIALITY:**

Both the parties during the continuance of this Agreement and 3 (Three) years after termination of this Agreement, Tenderer and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Tenderer and/or personnel may disclose the information to an employee of Tenderer, or a government agency or other regulating authority.

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies, the Tenderer and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose. If any unpublished price sensitive information is disclosed by the Company the Contractor/Tenderer and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

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

**(I) Personal Data Privacy:**

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

**(J) 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.

**(K) 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.

**(L) ENTIRE AGREEMENT:**

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

**(M) AMENDMENT:**

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

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**(N) Declaration of Tenderers/ Contractors Relation with MAL Employee(s):**

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

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

**(P) 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 MAL reserves the right to take such action as it may deem fit keeping its interest as paramount.

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## ANNEXURE III

### Scope of Works & Contract Conditions for smooth operation:

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

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

**MAL -K1 Unit – 1) Shri. Mahesh Kalghatgi (Tel.022-50684383, Mob. 9820636652)**

Mail- [mahesh.kalghatgi@dfpcl.com](mailto:mahesh.kalghatgi@dfpcl.com)

**2) Shri .Atulkumar Khatri (Tel.022-50684376, Mob. 9820234697)**

Mail- [atulkumar.khatri@dfpcl.com](mailto:atulkumar.khatri@dfpcl.com)

**MAL-K8 Unit- Mr. Sanjay Gawade (Tel.022-27413024 ,Mob. 7738673400)**

Mail- [sanjay.gawade@dfpcl.com](mailto:sanjay.gawade@dfpcl.com)

- The time allowed for carrying out the work as entered in tender / specified by Job Coordinator shall be strictly conserved by the contractor and shall be reckoned from the date on which the order to commence the work or completion of work is given to the contractor.
- If the progress of any portion of the work is unsatisfactory the MAL 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 MAL due to pilferage/theft. Hence, they shall have to ensure the security & safety of the material at their own expense.
- MAL shall have power to make any alterations in, or additions to the original specification drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection.
- All quarry fees, royalties, octroi dues and ground rent for stacking materials, outside local issue if any will be settled/paid by the Contractor.
- Female coolies / workers / employees shall not work between 18.00 hrs. to 07.00 hrs.
- IF Any Quantity like to be increased the contractor must take Prior approval before job execution.
- Contractors should appoint a Main Engineer as In-charge of a minimum of 10-years' experience for each site.
- Under the main Civil In-charge, Contractor must deploy the civil engineers as per sites having minimum 5 years' experience of relevant work.
- The 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
- The contractor must make his own power distribution board system with required ELCB, MCB,50m Cable etc. (Refer. Electrical checklist is attached)
- The contractor must submit the Reconciliation statement.
- Quality Assurance & Quantity Verification through TPI Agencies
- Falsification or tampering of records, including safety certificates, attendance records, academic credentials, etc., will be considered as default and may invite penalty upon the Contractor.

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

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

**PRICE BID FORMAT**

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

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

**The contract is on a Value basis. For every item unit is mentioned.  
Approximate Tender Value per year will be Rs. 170 Lacs**

- For K1- 90 Lacs
- For K8 – 80 Lacs

**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 finalized rate will be applicable throughout the contractual period & for similar works conducted by the contractor in the Plant premises of K1, K7 and K8 Plant.**

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

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

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

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1	INTRODUCTION
2	ABBREVIATIONS AND DEFINITIONS

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4	WORKING HOURS
5	MOBILIZATION
6	DETAILED SCOPE OF WORK- CONTRACTORS & MAL
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### **(1) INTRODUCTION:**

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

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## **(2) ABBREVIATIONS AND DEFINITIONS:**

**DFPCL:** Deepak Fertilisers & Petrochemicals Corporation Ltd.

**MAL:** Mahadhan Agritech Limited

**DMSL :** Deepak Mining Services Pvt Ltd

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

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

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

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

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

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

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

**UOM:** Unit of Measurement

**SOR:** Schedule Of Rates

**SOP:** Standard Operating Procedure in use at respective site

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

**TDS:** Tax deducted at source.

**PSV:** Pressure safety valve

### **3 JOB COMPLETION TIME:**

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

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

4

**WORKINGHOURS:**

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

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

5

**MOBILIZATION:**

Contractor shall arrange for necessary materials, workmen and supervision to start the work within 4 hours of instruction from EIC. In case of emergency or shutdown, contractor shall mobilize all required resources and start the work within 2 hours of instruction of EIC.

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

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

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

6

**DETAILED SCOPE OF WORK:**

Area of allocation : All DFPC plants located in TALOJA

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

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

**7 CONTRACTOR SCOPE OF WORK ALONG WITH SUPPLIED MATERIALS:**

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

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

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

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

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

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

Vendor to ensure a dedicated Competent Safety Supervisor at site who will time to time provide Training to its personals and keep track of the training schedule. He will also certify the erected Scaffolding is safe for use prior to certification from DFPC/MAL/DMSL Safety Manager. He will also check the scaffold material is safe for use on quaterly basis, and remove the rejected material from site..

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

All accessories for scaffolding

All tools and tackles required for the performance of the services

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

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

Competent people having relevant experience in erection and dismantling of scaffolds.

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## 8 **DIVISION OF RESPONSIBILITY:**

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

### 8.2 - **Under DFPCL Scope**

Space for contractor office inside company premises subject to availability.

## 9 **SPCIFICATIONS, CODES AND STANDARDS:**

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

IS 2750 : Steel scaffolds

IS 1161 : Specification for steel tubes for structural purposes

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

IS 4014 : Steel tubular scaffolds

IS 3696 : Scaffolding safety codes

In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC.

Site specific procedure is listed below.

### **CONSTRUCTION SAFETY MANUAL**

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

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**Material:**

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

**Storage:**

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

**10 EXECUTION PROCEDURE:**

The procedure mentioned herewith is to be read in conjunction with the specifications, standards mentioned elsewhere in the document. The execution procedure mentioned here is not exhaustive and the Contractor shall prepare a method statement of the work execution and submit the same to EIC for approval. All work shall be executed as per approved procedures only.

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

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

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

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

**10.1 Scaffolding Erection Procedure**

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

The contractor shall:

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- 10.1.a Obtain a work permit from Operations / Maintenance department providing scaffold number, description, location etc.
- 10.1.b Ensure the ground is firm and suitable for the proposed scaffolding work.
- 10.1.c The distance between consecutive uprights is dependent upon the height and load to be carried by the scaffold, but shall never exceed 2.5 m.
- 10.1.d Except on the side adjacent to the site of work, all uprights shall extend at least 1 m. above the top most working platform and a suitable guardrail is to be provided.
- 10.1.e While erecting the scaffolding, a warning sign "NOT SAFE FOR USE" indicating scaffold number will be displayed on the scaffolding.
- 10.1.f Bracings shall be fitted as the height of the scaffold progresses.
- 10.1.g All scaffolding shall be adequately stiffened, both longitudinally and transversely.
- 10.1.h The end of boards shall not extend more than 6" beyond putlog.
- 10.1.i The number of boards required on any platform to be provided as per the requirement of Engineer-in-charge.
- 10.1.j Scaffolding above 2 m. height shall be provided with a certified ladder. The ladder shall be placed on firm ground and securely clamped to the scaffold at the top.
- 10.1.k Every scaffold is to be adequately braced to make it rigid and tied or guyed to increase the stability to take care of extreme wind conditions.
- 10.1.l DO NOT CLIMB CROSS BRACES. Use only an access (climbing) ladder, access steps, frame designed to be climbed or equivalent safe access to scaffold
- 10.1.m DO NOT ERECT SCAFFOLDS NEAR ELECTRICAL POWER LINES UNLESS PROPER PRECAUTIONS ARE TAKEN.
- 10.1.n ALL BRACKETS shall be seated correctly with side brackets parallel to the frames and end brackets at 90 degrees to the frames. Brackets shall not be bent or twisted from normal position. Brackets (except mobile brackets designed to carry materials) are to be used as work platforms only and shall not be used for storage of material or equipment. When brackets are used, the scaffold shall be tied to the structure or otherwise restrained to prevent tipping.
- 10.1.o **Railings are to be provided for all working platforms higher than 2 m above the floor level.**
- 10.1.p **The platform edges of every scaffold shall be equipped with toe guards to eliminate hazard of tools or other objects falling from the platform.**
- 10.1.q **The following minimum widths of platforms for various types of uses mentioned below should be adhered.**
  - 10.1.q.1 For platform not more than 2m from ground and use of platform is limited to work of painters, decorator or similar workmen - 300 mm
  - 10.1.q.2 For platform not more than 2m from ground and use of platform is for all other works with men and tools only - 500 mm

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- 10.1q.3 For platform more than 2m from ground and use of platform is for works with men, tools and material - 900 mm
- 10.1.r For platform more than 2m from ground and use of platform is for works with men, tools, and material and wheel barrows - 1200 mm
- 10.1.s All platforms, gangways, runs or stairs shall be kept free from any loose material, obstruction, garbage and projecting rails.
- 10.1.t Where scaffolds are erected over footpaths or other areas over which persons work or pass under protection against hazard of falling object is to be provided.
- 10.1.u A safe and convenient means of access should be provided to all platform level of scaffolds. These may consist of ladders, ramps and / or stairways.
- 10.1.v The contractor should erect the scaffolding taking into consideration of the load bearing capacity requirements of the scaffold.
- 10.1.w Each supporting member used in the construction of runways, platforms, ramps and scaffolds shall be securely fastened and braced. The supporting member shall be placed on a firm, rigid, smooth foundation of a nature that will prevent lateral displacement.
- 10.1.x In case both light and heavy duty scaffolds are used in close vicinity, conspicuously placed notice boards shall indicate the light duty scaffolds and the limits on their usages.
- 10.1.y Care shall be taken to see that no un-insulated electric wire exists within 3 m of the working platform, gangways, runs etc, of the scaffold.
- 10.1.z While carrying bars, rods or pipes of any kind conducting material of length greater than 3m, in the vicinity of electric wires, special care shall be taken that these do not touch the electric wires.
- 10.1.aa Care shall be taken against any possibility of timber parts in scaffolds catching fire.
- 10.1.ab Scaffolds on thoroughfares shall be provided with warning lights, if general lighting is not sufficient to make it clearly visible.
- 10.1.ac Access to fire alarms, cable tunnels, hydrants etc. shall remain free at all times. Care should be taken for underground cables and equipment when parts of scaffolds or other fasteners have to be driven in the ground.

**10.2 Dismantling Procedure**

The contractor shall:

- 10.2.a Obtain a work permit from Operations / Maintenance department providing scaffold number, description, location etc.
- 10.2.b For dismantling, clearance from Engineer-in-charge is to be obtained giving the scaffold number, location etc.
- 10.2.c Scaffolding shall be dismantled from the top. On no account must bracings, ties, takers etc. be removed on sections lower than that which is being dismantled.
- 10.2.d Always stay within the inside of the scaffold. Do not climb on the outside for any reason when dismantling. Do not climb on ties, braces or unbraced frames.
- 10.2.e Only remove fastening devices from bottom of frames being removed.

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- 10.2.f Lower scaffolding components in a safe manner as they are dismantled. Avoid dropping or throwing the components as this could result in damage to the equipment, or injury to personnel below.
- 10.2.g No scaffolding material shall be allowed to fall or thrown down while erection / dismantling of the scaffold.
- 10.2.h Dismantled scaffold to be returned to the storage location and neatly stacked.
- 10.2.i COMPONENTS SHOULD BE LOWERED as soon as dismantled in safe manner so as to protect personnel below.
- 10.2.j DO NOT ACCUMULATE EXCESS COMPONENTS OR EQUIPMENT on the level being dismantled

## 11 Schedule of penalties for violations of Contract

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

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

First Time-Rs. 1000/-

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

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

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

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

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

First Time-Rs.5000/-each observation

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

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

**12 MODE OF MEASUREMENT:**

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

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

a. The height of the scaffold is measured from the base-bottom of the scaffold to the top of the highest platform. (Providing Ladder, Hand railing, Toe guard and landing platform are mandatory and are included in the scaffolding itself. No measurement will be considered for the same).

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

c. Separate service line items have been provided for scaffolding measurement based on the height of the scaffold to be erected above ground level.

d. Sample calculation of scaffold quantity is below:

e. Once Scaffolding is erected and ready for safety inspection , measurements need to be taken immediately along with Concerned user dept Engineer in presence of Safety officer . ( Please note Safety Officer signature is required for all scaffolds created for 3 Mtrs and above- Scaffolding measurements above 3 Mtrs height are being jointly certified by User and Safety officer) Based on the same job is allowed to carryout after providing Tag for Operation. The measurement sheet should contain, Notification, Plant, Description, Floor Height in the measurement sheet.

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**Case 1 - scaffolding from 0 M base elevation**

**Elevation in M Rate in Rs. Qty in CUM**

**0-15 M R1 Q1**

**15-30 M R2 Q2**

**30-45 M R3 Q3**

**45-60 M R4 Q4**

**Measurement:**

**Billing amount = Q1 X R1 + Q2 X R2 + Q3 X R3 + Q4 X R4**

**Case 2 - Scaffolding from 15M base elevation**

**Elevation in M Rate in Rs. Qty in CUM**

**15-30 M R2 Q2**

**30-45 M R3 Q3**

**Measurement:**

**Billing amount = Q2 X R2 + Q3 X R3**

For Example- If you are shifting material at above 16 Mtr and then erect the scaffold , then rate shall be of service code 15-30 Mtr. Similarly ,if you shift the material at 31 Mtr, then rate shall be of service code 30-45 Mtr

**13 RETENTION OF SCAFFOLDING:**

Scaffolding once build using contractor's scaffolding material may be retained for a maximum period of 60 days. If it is to be retained for a longer period beyond 60 days, an extra charge of 10% of total amount of erected scaffolding per month or part thereof shall be payable to the contractor on pro-rata basis.

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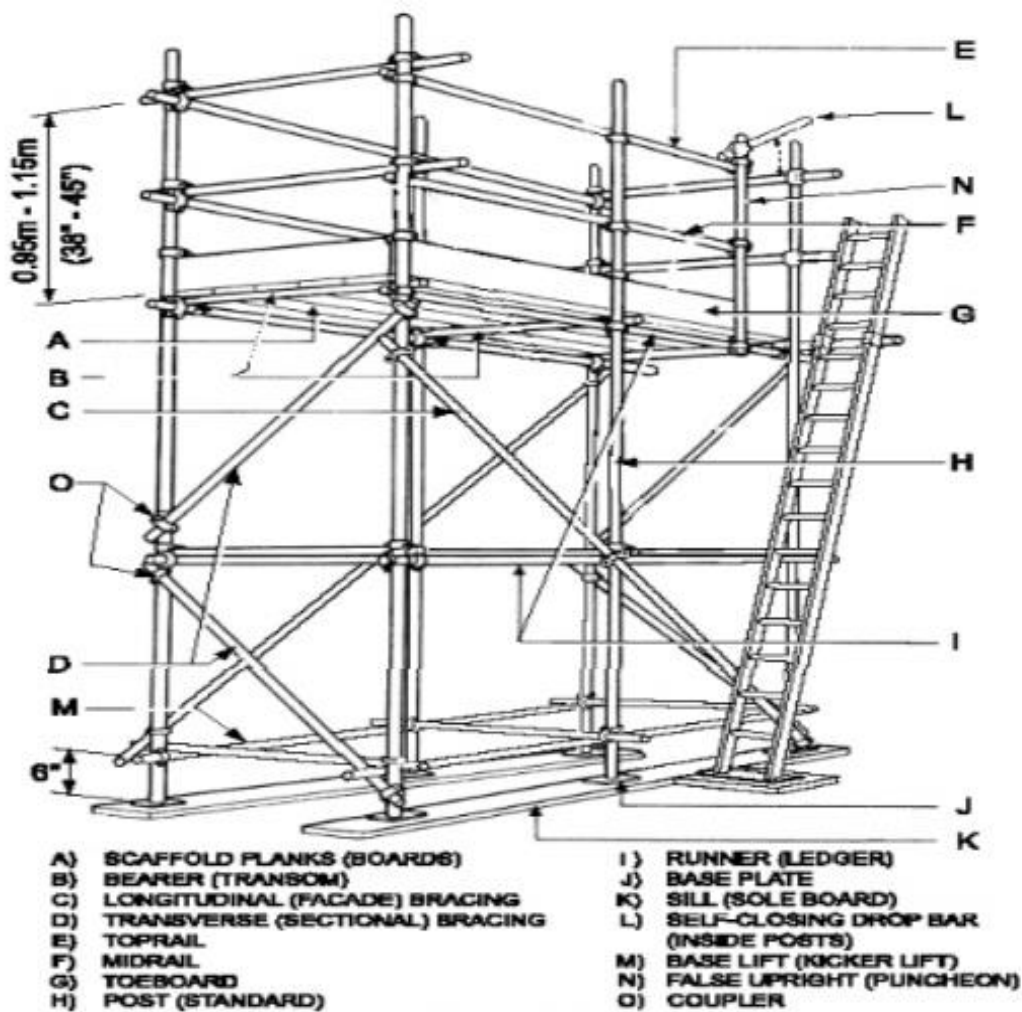
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## 14 Schedule of Rates

Code	Short Text	UOM
1003200	SCAFF ELEV 0-15M, WITH CONT MAT	M3
1003202	SCAFF ELEV 15-30M, WITH CONT MAT	M3
1003204	SCAFF ELEV 30-45M, WITH CONT MAT	M3
1003206	SCAFF ELEV 45-60M, WITH CONT MAT	M3
1003208	SCAFF INSIDE VESSEL WITH CONT MAT	M3
1003210	SCAFF INSIDE COOLING TOWER WITH CONT MAT	M2



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## Price Bid Format: As per Annexure "A"

Prices to be submitted considering regular jobs And Annual Shutdown jobs as well.

Planned Annual shutdowns will be informed to the Contractor / tenderer 10 days prior.

**Note: -There will be no % increase will be given in pricing for Breakdown/ Emergency & Annual Shutdown. For this regular ARC pricing will be applicable.**

**NOTE:-**

**Another ARC Scope is published on Deepak fertilisers & Petrochemicals Ltd website - <https://www.dfpcl.com/tender> And will be open & Close for same period of time.**

**Budget is different for both Companies, both tenders are on value basis only.**

**At the time of price finalization will combine both ARC's & negotiate accordingly.**

*Annexure A -Consists of Unit Name, Service Code, Short text of Service, Detail description of Service & UOM.*

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## Details of Job Scope

Code	Short Text	UOM	Long text
1003200	SCAFF ELEV 0-15M, WITH CONT MAT	M3	<p>Scaffolding erection from ground up to 15 mtr height. Detailed scope of work: Area of allocation : All DFPCL plants located in TALOJA 1. Providing and erection of scaffolding from ground up to 15 mtr height locations using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3. Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles, lifting arrangements like chain pulley blocks, all consumables. 5. Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPECIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC. Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks, safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>

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1003202	SCAFF ELEV 15-30M, WITH CONT MAT	M3	<p>Scaffolding erection from 15 mtr ht to 30 mtr ht. Detailed scope of work: Area of allocation : All DFPCPL plants located in TALOJA Providing and erection of scaffolding from 15 mtr ht to 30 mtr ht. Using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3. Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles ,lifting arrangements like chain pulley blocks, all consumables. 5. Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPECIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC. Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks, safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>
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1003204	SCAFF ELEV 30-45M, WITH CONT MAT	M3	<p>Scaffolding erection from 30 mtr ht to 45 mtr ht Detailed scope of work: Area of allocation : All DFPC plants located in TALOJA Providing and erection of scaffolding from 30 mtr ht. to 45 mtr ht. Using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3. Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles ,lifting arrangements like chain pulley blocks, all consumables. 5. Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPECIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC. Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks,safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>
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1003206	SCAFF ELEV 45-60M, WITH CONT MAT	M3	<p>Scaffolding erection from 45 mtr ht to 60 mtr ht. Detailed scope of work: Area of allocation : All DFPCL plants located in TALOJA Providing and erection of scaffolding from 45 mtr ht to 60 mtr ht. Using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3. Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles ,lifting arrangements like chain pulley blocks, all consumables. 5. Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPCIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC.Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks,safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>
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1003208	SCAFF INSIDE VESSEL WITH CONT MAT	M3	<p>Scaffolding erection inside the vessel. Detailed scope of work: Area of allocation : All DFPC plants located in TALOJA Providing and erection of scaffolding inside vessel Scaffolding erection inside the vessel. Detailed scope of work: Area of allocation : All DFPC plants located in TALOJA</p> <p>1.Providing and erection of scaffolding inside vessel using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3.Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles,lifting arrangements like chain pulley blocks, all consumables. 5.Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPCIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC.Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks,safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>
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1003210	SCAFF INSIDE COOLING TOWER WITH CONT MAT	M2	<p>Scaffolding erection inside cooling tower. Detailed scope of work: Area of allocation : All DFPC plants located in TALOJA 1. Providing and erection of scaffolding inside cooling tower using 1-1/2 inch NB steel tubular heavy class pipes of grade YSt 22 with suitable clamping arrangement. 2. Provision of steel gratings, ladders and platforms with handrails, toe guards and base plates at the required locations. 3. Removal of the steel gratings, scaffolding pipes and all other scaffolding materials on completion of the job. 4. The job includes provision of all required tools and tackles, lifting arrangements like chain pulley blocks, all consumables. 5. Qualified, experienced and trained supervision and labour, 6. Mobilizing and demobilizing scaffolding material and all necessary required accessories, tools and tackles from contractor's scope. SPECIFICATIONS, CODES AND STANDARDS: The entire scope of services shall confirm to the following referred specifications, codes and standards and instructions of the EIC. IS 2750 : Steel scaffolds IS 1161 : Specification for steel tubes for structural purposes IS 1570 (Part I): Schedule of wrought steel for general engineering purposes IS 4014 : Steel tubular scaffolds IS 3696 : Scaffolding safety codes In addition to the above, specific HSE and service execution specifications and standards may be advised to the contractors by the EIC. Site specific procedure is listed below Contractor supplied materials: The following materials shall be supplied by the contractor All scaffolding material ,All accessories for scaffolding. All tools and tackles required for the performance of the services All equipment and accessories required for material handling / shifting / storing. All PPE required for the contractor workmen and staff like dust masks, safety body harness, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, any other PPE, rain gears, overalls, etc.</p>
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**ANNEXURE IV**  
**Additional Terms and Conditions**

**1 GENERAL:**

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

**2 CONTRACTOR TO STUDY SITE CONDITIONS:**

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

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

**3 DECLARATION OF THE CONTRACTOR:**

The Contractor should sign the declaration form.

**4 WORKING METHODS AND PROGRESS SCHEDULE:**

**4.1 PROGRAM OF WORK:**

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

**4.2 a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENT:**

Contractor shall furnish at least 3 days in advance his program of commencement of item of work, the details of actual methods that would be adopted by the Contractor for the execution of various items of cast-in-situ, super structure, and earth work, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc. And obtain prior approval of Architect well in advance of starting of such item of work. The client's EIC reserves the right to suggest modifications or make complete changes in the method proposed by the Contractor, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Contractor, and no claim on account of such change in method of execution will be entertained by client's EIC so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the Contractor will however rest on the Contractor, irrespective of any approval given by the client's EIC.

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

**b) PROGRESS SCHEDULE:**

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

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say, week by week for any item or items, in case of urgency of work as will be directed by him and the Contractor shall supply the same as and when asked for.

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

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

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

#### **5 AGENT AND WORK ORDER BOOK:**

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

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

#### **6 LEVELING INSTRUMENTS:**

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

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

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

The PMC may from time to time, in writing delegate to his representative any powers and authorities vested in the PMC and shall furnish to the Contractor a copy of all such delegations of power and authorities any written instruction of approval given by the representative of the PMC to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the Council as though it had been given by the PMC, provided always as follows.

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

#### **8 CO-ORDINATION:**

When several agencies for different sub-works of the project are to work simultaneously on the Project site, there must be full co-operation between different contractors to ensure timely completion of the whole project

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

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

**9 SITE OFFICE:**

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

**10 SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:**

**10.1 SUPERVISION:**

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

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

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

**10.2 INSPECTION:**

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

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

**10 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

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

## **12 SAMPLES AND TESTING OF MATERIALS:**

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

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

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

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

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

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

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

## **13 HANDING OVER OF WORK:**

All the work and materials before finally taken over by the client., will be entire liability of the Contractor for guarding, maintaining, and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handling over by the Contractor and taking over by the client will be always in writing of which copies will go to the client or his authorized representative and the Contractor, it is, however understood that before taking over such work the Council will not out it into regular use as distinct from causal or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

## **14 CLAIMS:**

Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the appendices. Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data/details may be submitted subsequently.

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

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## ANNEXURE V

### Commercial Terms and Conditions

- 1) **Job Controller:** Mr Mahesh Kalghatgi & Mr. Atulkumar Khatri (K1 Site) And Mr.Sanjay Gawade( K8 Site) or any other person appointed by the Company at our plant locations, from time to time, shall be the job controller.
- 2) The Vendor / Contractor shall be responsible for providing the requisite and professional manpower for mentioned Subject Works.
- 3) The employees 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 MAL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on MAL premises.
- 4) **Mobilization:** Within 7 days from the date of receipt of PO/ email confirmation the contractor shall mobilize men and materials.
- 5) **Taxes and Duties:** Taxes will be paid by MAL as per government notifications.
- 6) **Security Deposit:** - 10% of yearly basic order value will be retained by MAL or equal amount of Bank Guarantee drawn on nationalized bank or reputed private bank to be submitted by the Contractor/Tenderer or will be deducted from Tenderers From first 6 Monthly Bills from against this contract and NO INTEREST will be payable by MAL on the said this amount and it will be refunded to you only after expiry of the contract and warrantee period. subject to deduction if any.
- 7) **Invoicing & Payment:** The Vendor / Contractor shall submit on or before the expiry of the 1st week of the following month proforma running bill of the last month in the format provided by MAL, 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 Monthly final running account bill based on the certified measurements and summary sheets and submit the same along with the enclosures mentioned herein to the person designated by the owner. Invoice shall be submitted exactly as per the original work order in line with the line items with actual quantity executed. Additional quantity (other than W/O) shall be claimed only after the issue of amendment to the work order. Also, where the rates are not available, but the jobs are executed as per the instructions of Job coordinator, Vendor / Contractor shall submit the invoice only after the issue of amendment to original Work order. Accordingly, payment shall be released in two phases i.e. Based on original WO & based on amendment to original WO.  
The Job coordinator shall ensure payment after 45 days from the date of receipt of final monthly running account bill provided the same is complete in all respects & duly certified by the engineer- in - charge/ Job Coordinator.  
The vendor / contractor should produce each monthly running bill along with measurement sheets.  
The applicable TDS shall be deducted as per the existing provisions of the law in force.  
The number of payments to be made to the Vendor / Contractor shall be restricted to one in each month.  
The payment shall be released by RTGS or NEFT with nominal charges per transaction, if imposed by the bank. *The Vendor / Contractor should provide* requisite details of their bank, Account No. Branch code, etc.

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8) **Insurances:** Vendor / Contractor shall obtain and keep valid, at all times adequate insurance cover for its personnel, material and equipment, against all losses and liabilities whether at common law or under any statute relating to workers Compensation or Employer's Liability in the jurisdiction in which the Services are performed, from any accident or injury to any person employed by it in connection with the Services. The vendor / contractor shall ensure that any of their staff employed to complete the given scope of works, are similarly insured in respect of their employees including claim against third party liability.

9) **Validity:** **This contract is valid for a period of Three (3) years.** This final price will be valid till the job completion w.e.f. the date of the purchase order (renewable after every year subject to satisfactory performance). Further extension of the contract by a suitable period will be at the discretion of MAL. During the contract period either party can terminate the contract by giving 3 months' notice to the other party. However, in case of unsatisfactory performance or breach of contract terms on the part of the Vendor / Contractor, MAL reserves the right to terminate the contract forthwith. **MAL shall also have right to extend the Contract at its own discretion. During the contractual period, the unit rates should remain unchanged throughout the contract term. During the validity period of the Contract, there shall be no revision of the compensation payable to the Vendor / Contractor.** The Vendor / Contractor shall ensure payment of minimum wages in force and as prescribed by the competent authorities from time to time. The Vendor / Contractor is required to maintain all documents and records as required under the statutory laws and rules in force from time to time. The rate of different activities of mentioned Subject Works once finalized through MAL ERP System (SAP or IVALUA), will be applicable for any similar scope of works in either(K1 or K8) of plant.

10) **Notices:** Any notice required to be given by either party shall be validly given if it is in writing and sent at the abovementioned address in case of MAL and to contractor as provided in the bid document.

11) In the event of a contract not being considered for extension, MAL reserve the right to extend the expiry date by not more than 3 months for smooth handover. There should not be any breach of any rules and / or regulations or any violation of the terms and conditions during the tenure of contract. In case any breach / violation / misconduct observed, then MAL will impose appropriate penalty on the Vendor / Contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in the cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the Vendor / Contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to MAL 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 MAL to decide on a penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.

12) **Bill submission:** The billing period applicable for running A/c bills in respect of this contract is every calendar month. The bills shall be submitted to with respective Unit addresses (Wherever work is carried out)–

- MAL Unit- Plot K-1, Talaja MIDC Industrial Area, Raigad, Maharashtra, India-410208
- MAL Unit- Plot K-7 & K-8, Talaja MIDC Industrial Area, Raigad, Maharashtra, India-410208

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

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

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

**13) Correspondence:**

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

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

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

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

Penalty for late submission of bill:

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

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

- 14)** The Vendor / Contractor shall be responsible for providing the requisite number of staff for completing the mentioned Subject Works.
- 15)** The Vendor / Contractor and its persons employed by him at MAL 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 hiring Equipment staff shall be resolved by the Vendor / Contractor and shall have no bearing on MAL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on MAL 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) Force Majeure condition:** The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable

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as aforesaid thereby shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence supporting his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

**19) Jurisdiction:**

The Court at Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Tenderer/ Supplier and Company.

**20) 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 a sole Arbitrator appointed mutually by both the parties in accordance with the Arbitration and Conciliation Act, 1996 or any enactment or amendment thereof or through online arbitration. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Panvel ) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

**20) Termination:**

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

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

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

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

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

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***The participating company's declaration:***

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

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

(On Contractor/Tenderer's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by DFPCL/ MAL/DMSL or any other Public Sector / Govt. / Quasi-Govt Organization / any other client: **Yes / No.**

If yes, please mention details.

- 2) Whether your Contract was terminated before expiry of Contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/ Govt./ Quasi Govt Organization / Any other client: **Yes / No.**

If yes, please mention details.

- 3) Whether Proprietor / Partner / Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust: **Yes / No.**

If yes, please mention details.

(Signature of the Contractor/Tenderer & Seal)

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***The participating company's declaration:  
I/We confirm having accepted all the terms as mentioned above.***

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

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

1) Total number of resources employed: \_\_\_\_\_

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

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

(Signature of the Contractor/Tenderer & Seal)

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***The participating company's declaration:***  
***I/We confirm having accepted all the terms as mentioned above.***

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

(On Contractor/Tenderer's letterhead)

## GENERAL INFORMATION

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

(Signature of the Contractor/Tenderer & Seal)

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***The participating company's declaration:***

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

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