

**DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LTD. (DFPCL/ Company)**

**Registered office: Sai Hira, Survey No. 93, Mundhwa, Pune – 411036.**

**Works at: Plot K1, MIDC Industrial Area, Taloja, District Raigad, Maharashtra.**

**TENDER FOR VALUE BASE ANNUAL RATE CONTRACT FOR MECHANICAL MAINTENANCE JOB AT OUR PLANT AT TALOJA, DIST. RAIGAD THROUGH ONLINE REVERSE AUCTION**

**Tender Ref.: DFPCL/ MECH MAIN/162**

**Date: 20.12.2019**

The bids are invited in two sealed envelopes specified against each as detailed here under. The each sealed envelope & outer sealed big cover shall be super scribed with Tender Reference Number, date, Name of Work & content in it and addressed to Mr. Rajesh Shankaratti , Deepak Fertilisers And Petrochemicals Corporation Ltd. at Plot K – 1 MIDC Industrial Area, Taloja, 410 208, Dist. : Raigad.

**Stage I Bidding**

- Sealed Envelop- I: Earnest Money Deposit (EMD).
- Sealed Envelop –II: Technical Bid, General Terms and Conditions, Commercial Terms and Conditions with price, Special Conditions and Scope of work.

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

**Stage II Bidding**

You will submit the closed price bid and technical bid both in hard copy and in 3 envelop system by hand or through courier to DFPCL latest by 13.01.2020

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component by authorized signatory & send the documents through hand delivery **latest by 13.01.2020** The Stage I Bid documents shall be opened on 14.01.2020.

DFPCL's decision on Technical evaluation shall be final and no correspondence shall be entertained in this regards.

All the above documents should be handed over to Mr Ameya Bavdekar (Sr. Manager Purchase) Tel : 022 5068 4121 / Mr Rajesh Shankaratti Tel No. 022 5068 4116 representative of DFPCL.

This contract is on value base. The estimated value of contract will be approximately Rs. 1.5 Crores. It is proposed to engage 2 agencies to carry out the work.

Quantity mentioned in tender documents (Price Bid Format ) is tentative.

Bidder needs to quote for each and every activity during online closed bid. We may reject the tender in case you do not quote for all items online

As this is a value contract, the contract will be awarded to two/three/four agencies. DFPCL reserve the right to split contract among many agencies at their sole discretion.

**E reverse Auction:**

After submission of Stage I bid documents and online close price bid, the E reverse auction will be conducted. The E reverse auction will be governed by the Business Rules for Reverse Auction as per enclosed pages in stage I bidding.

The Technically acceptable bidder/ contractor as per DFPCL requirement against this tender shall only be qualified to take part in further reverse auction.

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

In case of any Technical queries you may contact our Job Controller Shri .M. B. Kalghatgi Telephone No. : 022-5068 4383. For commercial queries you may contact Mr. Ameya Bavdekar Tel No 022 5068 4121 / Mr. Rajesh Shankaratti 022 5068 4116.

Thanking you,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Limited

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**The following are Prequalification Criteria to be submitted along with Stage 1 bidding:**

1. Contractor has carried out similar type of maintenance activities in past. PO copies of recent similar job to be submitted.
2. 3 to 5 years experience in similar field.
3. Number of Permanent Manpower list
4. List of clients of the contractor
5. Proof of Annual Turnover of Rs. 2 Crores
6. Compliances of statutory requirement like registration under ESIC, PF and Other related statutory Acts, Rules and Regulations prevailing for the purpose of implementation of the contract.
7. Able to deploy sufficient and competent manpower as per requirement ( Min 20 )

## ANNEXURE I

### 1.0 GENERAL TERMS AND CONDITIONS:-

A. Earnest Money Deposit of Rs.1,00,000/- in the form of Bank demand draft will have to be submitted in favour of Deepak Fertilisers And Petrochemicals Corporation Ltd at the time of submission of Technical Bid. Tenders received without EMD will be disqualified.

B. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.

C. Tenderers have to submit details along with documentary evidences for the following :

1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company.

2] Registration certificate with PF organization for allotment of PF code number.

3] Registration certificate with Central Excise Dept. for allotment of services tax number.

4] Allotment letter under ESIC Act

5] Registration certificate under Maharashtra Labor Welfare Board.

6] Registration certificate for professional Tax.

7] Registration certificate under Maharashtra Labor Welfare Board.

8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.

9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.

10] ISO Certification holder : Name of certification: -----Validity : ----- (Attested Copy to be enclosed)

11] Organization Chart : Executive ----- , Technical Staff----- (Attested Copy to be Enclosed giving the details)

12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)

13] Audited annual Turn over: for last three Financial Years.

14] List of similar jobs carried out in other company.

15] Client List

Special Note : The contractors who are registered with DFPCL need not to submit the documents mentioned above.

D. DFPCL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.

E. Late tender will not be accepted / received.

F. Canvassing in any connection with the tender in any form is strictly prohibited. Tenderers who resort to canvassing will be liable for rejection and forfeiting of EMD

G. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be.

H. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.

I. If the Tenderers give wrong information deliberately to create conditions for acceptance of the tender, the DFPCL reserves the right to reject such tenders without assigning any reason.

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

## **2.0 INSTRUCTIONS FOR SUBMISSION OF TENDER :**

- (i) 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.
- (ii) 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 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.
- (iii) Tender format should contain columns for amount in Rupees (if any),
- (iv) 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.
- (v) The work will be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of DFPCL Management.
- (vi) 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.
- (vii) It will be obligatory on the part of Tenderers to sign the documents for all the component part on each and every page.
- (viii) No Bidder is allowed to bid below the current minimum wages applicable.

## **3.0 SUBMISSION OF TENDERS:**

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

## **4.0 EARNEST MONEY DEOSIT (EMD)**

The amount of earnest Money shall be deposited in the form of draft .The EMD should be in the name of M/s. Deepak Fertilisers And Petrochemicals Corpn. Ltd. The EMD will be forfeited in the event of the Contractor failing to commence

the work within a 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be Returned to the bidder after the commencement of the work and receipt of bank guarantee towards security deposit. 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 participated bidders will be refunded with- in one month.

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

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

#### **6.0 VALIDITY OF BIDS:**

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

#### **7.0 Procedure for Reverse Auctioning**

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

b. Reverse Auction shall be for a period of 60 minutes or as per DFPCL requirement. If a Tenderer places a bid in the last **3 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **3 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **3 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **3 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, Tenderers are advised not to wait**

**till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

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

d. At the end of the reverse auction, L1 Tenderer (i.e. Tenderer who has quoted lowest final closing price) has to immediately provide price confirmation through email or fax on Tenderers letter-head.

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

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

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

**7.5** The Tenderer shall be assigned a **link** by DFPCL'S Service provider.

**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.

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

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

#### **8.0. SUBMISSION OF TENDERS:**

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

#### **9.0. RIGHT OF ACCEPTANCE & REJECTION OF TENDER:**

DFPCL reserves the right to accept at their sole discretion any tender in whole or part or split the work among two or more Contractors or reject any or all Bids without assigning any reason thereof. No claim for compensation etc. whatsoever will be entertained by DFPCL. If a Tenderer/ Contractor whose past performance has not been found satisfactory in the opinion of DFPCL, then DFPCL reserves the right to refuse the tender documents or reject the tender

while opening or evaluating the tenders. The decision of DFPCL regarding performance evaluation shall be final & binding on the Tenderer/ Contractors.

## **10 .0 BUSINESS RULES FOR ONLINE PRICE BIDDING CUM REVERSE AUCTIONS**

### **A) General Terms and conditions of Online Price Bidding cum Reverse Auction.**

1. For proposed only price bidding cum reverse auction, techno commercially acceptable bidder only shall be eligible to participate.
2. DFPCL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line price bidding on Internet. Service provider shall also explain to the bidders, all the rules related to the online price bidding cum Reverse Auction / Business Rules.
3. Business rules like event date, time, bid decrement, extensions, etc. also will be communicated through service provider.
4. Vendors have to fax / email the compliance form in the prescribed (provided by service provider) before start of Online price bidding. Without this the vendor will not be eligible to participate in the event.
5. Online price bidding cum Reverse Auction will be conducted on schedule date and time.

### **B) Business Rule for finalization of the Online price Bidding cum Reverse Auction.**

DFPCL has made arrangement with M/s. Ariba, who shall be DFPCL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. Online price bidding cum reverse auction shall be conducted by DFPCL, on pre-specified date, while the vendors shall be quoting from their own offices / places of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders responsibility / decision to send fax / email communication immediately to M/s. DFPCL furnishing the price the bidder wants to bid on line with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has solely ensure that the fax message is received by the service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidder, to upload such prices online and if such required time is not available at the disposal of the service provider at the time of receipt of the fax message from the bidder, the service provider will not be uploading the prices and either DFPCL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangement/ alternatives whatever required so that they are able to



circumvent such situation and still be able to participate in the online price bidding cum reverse auction successfully. Failure of power at the premises of vendors during the online price bidding cum Reverse Auction cannot be the cause for not participating in the online bidding auction. On account of this, the time for the auction cannot be extended and neither DFPCL nor M/s. Ariba is responsible for such eventualities.

2. Those vendors who have participated in the initial online Price Bid Auction, will only be eligible to participate in the subsequent reverse auction

**Pre-qualification criteria to be submitted along with stage 1 Tender document.**

[a] Annual Turnover of minimum Rs 1 Crore including group companies.

[b] Compliances of statutory requirement like registration under ESIC act, PF act and statutory compliance to operate in India.

[c] Similar work completed during last five years and details of similar ongoing works.

[d] List of clients of the company/Firms.

[e] Details of manpower owned technical and staff submitted along with the tender.

The Tenderer have to provide the supporting documents for above mentioned prequalification criteria.

**ANNEXURE II**

Special Terms and Conditions: -

**1. SAFETY ASPECTS:**

1.01 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.

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

1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Contractor has to report with manpower to factory medical officer on very first day of his contract or worker first day of his duty.
2. No young, minor Child and Female labour shall be allowed to enter and work at site of DFPCL.
3. The Contractor shall ensure the safety training of their workman prior to start of the job with the help of DFPCL Supervisor and Safety Officer.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for proper earthing. The same shall be inspected by DFPCL Safety Officer and Electrical department
5. Contractor shall deploy Safety Supervisor for the contracts valuing more than 50 lacs Per annum.
6. DFPCL work site is “tobacco free site” No workers, supervisors will be carrying , storing or consuming any tobacco product. Smoking is strictly prohibited in the premises.

7. No lighting material match box, lighter, cigarettes, electronic equipments shall be allowed inside factory.
8. Electronic equipments like mobile, cameras are not allowed to bring and use inside the factory. They can deposit their belongings at gate.
9. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
10. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
11. Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
12. No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
13. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
14. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
15. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
  - a) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
  - b) Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
  - c) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
  - d) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work everyday.
  - e) Every electrical supply shall be taken through closed socket and ELCB, every electrical handtool will be having proper earthing arrangement.

## 1.02 Safety Training

- 1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by DFPCL Safety officer to all manpower reported on duty. Contract supervisor shall prepare job safety analysis with the help of Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors workers. Every contractors workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of DFPCL. The certificate will be valid for a period of six months from date of issue. After the validity is over, 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.

### 1.03 Accidental Reporting

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

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

3) Any near miss, accident minor injury , first aid or major injury shall be reported to OHC & safety officer in written by contractor within four hours with cause of incident.

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

### 1.04 Safety performance

1) Every contract shall be vetted for safety performance of previous contract and experience

2) Safety training to workers, proactive performance, availability of safety appliances, Attitude towards safety implementation, rewards to the worker will be evaluation parameters.

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

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

Contractor will comply with all labor and other statutory laws applicable from time to time. All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra and Central Rules, Employees State Insurance Act with Rules & Regulations, The Maharashtra Workmen's Minimum House Rent Allowance Act, 1983 with Rules 1990, The Payment of Bonus Act, 1965 with Rules 1975, Factories Act with Mah. Rules, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labour 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 contractor and such other rules/ regulations/ laws made applicable from time to time.

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

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

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

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

**b. MEDICAL EXAMINATION:**

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

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

- 1) Complete Physical Examination.
- 2) X-Ray chest PA view (Once in Pre-employment then once every 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.

**c.UNIFORM:**

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

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

**(A) DOCUMENTS REQUIRED AT THE TIME OF ISSUANCE OF GATE PASSES:**

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

1. Copy of Work Order issued by DFPCL
2. 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.15000/-, required authentic proof i.e. appointment letter or last month payslip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
3. In case more than 19 persons are to be engaged, contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of Allotment letter under ESIC Act
5. Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.
6. Copy of Registration certificate under Maharashtra Labor Welfare Board.
7. Copy of Registration certificate for professional Tax.
8. Copy of Register of workmen employed by contractor (Form XIII) – Rule 74
9. Copy of Employment Card (Form XIV) - Rule 76
10. Copy of Application for employment, appointment letter issued by contractor to his workers.
11. Copy of Insurance coverage act covering DFPCL, as work place, and for the no. of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by DFPCL.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. Safety training completion certificate valid for the date.( validity of certificate – six months from the date of training).

If the job is subcontracted then no objection certificate from Contract Cell of DFPCL regarding subcontracting the work/work order issued to subcontractor by the main contractor and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the subcontractor.

**(B) Procedure to be followed by the contractors during the work period & documents / Registers / Challans** are to be maintained & photo copies 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 paid to the workers.

- 2) Monthly wage to all contract labours as per their actual attendance to be paid on or before 7<sup>th</sup> Day of every month in presence of authorized person from DFPCL. Wage slip to all contractors labours are to be issued during the disbursement of wages.
- 3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15<sup>th</sup> Day of the month and receipt of the same to be submitted with DFPCL.
- 4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21<sup>st</sup> day of the month and receipt of the same to be submitted with DFPCL.
- 5) Labour Welfare Fund is required to be deducted in respect of all the contract labours and deposited with concern authorities for the wages of June & December of every year within stipulated time and receipt of the same to be submitted with DFPCL.
- 6) Professional Tax is required to be deducted in respect of all the contract labours and deposited with concern authorities as per act and receipt of the same to be submitted with DFPCL.
- 7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:
  1. Wage Register in form XVII. (under the C.L Act)
  2. Muster Roll in Form XVI (under the C.L Act)
  3. Register of deductions (under the C.L Act)
  4. Register of Overtime (under the C.L Act)
  5. Register of Fines (under the C.L Act)
  6. Register of advances (under the C.L Act)
  7. Bonus Register in Form C (under the Payment of Bonus Act)
  8. Leave register in form 20 (under the Factories Act)
- 8) Copy of all the work orders (first two pages only -applicable only if not submitted earlier) for which clearance certificate is sought for.
- 9) Copy of Monthly Wage Register.
- 10) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.
- 11) Site wise breakup of PF: If contractor 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 work period is February/March, then the receipted copy of Annual PF return for that year is required.
- 14) Inspection report of PF and Labour authority.

Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. DFPCL has right to hold the bill for any particular month if the Contractor has not complied with the mandatory statutory compliances.

#### **(D) HOUSEKEEPING:-**

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 bill value will be deducted if housekeeping is not done properly. Use of water shall be done economically and will not waste or drain unnecessarily. Use of water shall be done economically and will not waste or drain unnecessarily.

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

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

**(F) CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC.-**

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

**(G) INDEMNITY**

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

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

**(H) CONTRACTOR TO COMPLY WITH ALL LAWS ETC. -**

The vendor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Vendor 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 Tenderer/ Vendor 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/ Vendor.

**(I) DEDCUTION IF NON-COMPLIANCE OBSERVERED -**

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

**(J) CONFIDENTIALITY -**

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to “Company”. Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

**(K) 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.

**(L) 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.

**(M) 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.

**(N) 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.

**(O) DECLARATION OF TENDERERS/ CONTRACTORS RELATION WITH DFPCL EMPLOYEE(S):**

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

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**Scope of Work : MAINT. & PLANT SPECIFIC JOBS.**

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**1 INTRODUCTION**

Execution of various mechanical works described hereunder is an occasional service required at various plants at Taloja. Mechanical works include works related to fabrication, erection, testing etc of piping, structural, equipment, valves, heat exchanger, coating and wrapping, painting along with associated enabling jobs which are detailed in this document.

**2. ABBREVIATIONS AND DEFINITIONS:**

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

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

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

**FIM:** Free Issue Materials - This refers to materials issued by the company free of cost to the contractor 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 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'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.

### **DETAILED SCOPE OF WORK**

#### **3**

##### **General**

##### **3.1.**

**:**

##### **3.1.1.**

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

##### **3.1.2**

Contractor shall arrange for transportation of its personnel within the site. If contractor deploys vehicles for movement of its personnel, the vehicle shall meet the fitness requirements specified by the company and shall not be more than four years old.

##### **3.1.3.**

Contractor shall ensure that the site is maintained clean at all times. All material shall be stacked neatly and useful and scrap material shall be segregated based on the type of material. Spillage of grease, lubrications, etc shall be avoided and if happens, the same shall be cleaned immediately as per approved procedures.

#### **3.2**

##### **Piping and structures - Fabrication, erection, alignment, supporting, testing, box up and all other associated works**

##### **3.2.1.**

All piping and structural fabrication, erection, alignment, supporting, hydrostatic / pneumatic testing, box up and other associated activities shall be performed by the contractor as per drawings, specifications and instructions of the EIC.

##### **3.2.2.**

Collection of all raw materials, consumables, and all other company supplied materials from designated storage locations, performing all handling activities including loading, unloading, intermediate storage, handling all surplus and scrap material, returning the same at designated locations including performing salvaging operations wherever required.

- 3.2.3. Fabrication of radiography quality piping including edge preparation, cutting, beveling, matching material of different thicknesses, bending, drilling, threading, pre heating, post heating, welding of pipes, fittings, flanges and other attachments, supports, fabrication of specials like mitre bends, fabricated reducers, etc on all sizes, thicknesses and material grades including carbon steel, carbon steel to NACE specifications, LTCS, all grades of alloy steels, all grades of stainless steels, nickel and nickel alloys, all grades of Aluminum, Monel, Inconel and Inconel alloys, etc at designated fabrication yards, at field locations and at all elevations.
- 3.2.4. Fabrication of structures including straightening if required, cutting, edge preparation, rolling, bending, drilling, welding, preheating, post heating, supply and application of one coat of red-oxide primer of 25 microns DFT after necessary surface preparation on all types of structural sections, plates, pipe sections, etc of all thicknesses and material grades at designated fabrication yards, at field locations and all elevations.
- 3.2.5. Erection of fabricated structures and structural components at all elevations, performing all rigging activities including preparation of rigging plans, welding, bolting activities at field, aligning, torque tightening as per standards wherever specified, and completion of all activities.
- 3.2.6. Erection of all piping and piping components including valves, tagged items, inline equipment, performing all rigging activities including preparation of rigging plans, aligning, welding, fabrication and erection of all types of pipe supports including welded, bolted, spring supports, guides, anchor supports and adjustment of the supports during operating conditions.
- 3.2.7. Laying of underground piping systems, components on trenches, providing all assistance to cathodic protection works. If specific cases wherein civil works are excluded from contractor's scope, contractor shall provide all assistance and coordination for completion of civil works along with underground piping works.
- 3.2.8. Performing all operations associated with cardboard blasting of pipelines including cutting of gasket sheets, fixing, making all arrangements for the cardboard blasting, ensuring all safety compliances and completion of the job as per specifications and instructions of EIC.
- 3.2.9. Testing of all piping systems and components including pneumatic, hydrostatic tests, as per procedures and testing specifications, including performing all test preparations like provision of drains and vents, blinding and de-blinding activities, preparation of temporary hook-ups, arrangement of connections and filling of water, air or any other testing medium, making all arrangements for pressuring the system, monitoring and measuring the pressure attained, performing all required inspection of the joints and components for leakages and other failures, performing all de-pressuring operations, preparation and submission of all records.
- 3.2.10. Flushing of the piping systems before / after hydro static / pneumatic testing, drying by compressed air / nitrogen as directed, box up of the system, performing leak test, providing all manpower assistance during hot bolting, cold / hot settings of spring supports, attending of all punch lists and handing over of the system.
- 3.2.11. Dye penetrant testing (DPT), including provision of all required testing consumables and equipment of approved make and specifications, performing all required surface preparations on the testing areas like grinding, buffing, etc, performing all coordination with designated inspectors of the company for witnessing the testing, preparation of all records of the testing and obtaining approval of the test reports.

- 3.2.12. Pre heating, post heating and post weld heat treatment (PWHT) operations including mobilizing the necessary equipment, consumables, measurement aids like thermo-chalks, etc. If the company appoints a separate agency for the heating / heat treatment works, the contractor shall perform all necessary coordination with the separate agency for heat treatment works. Handling of the fabricated components if required during the heat treatment process shall be in the scope of the contractor.
- 3.2.13. Radiographic inspection of weld joints including mobilization of radiographic sources, films, developers, equipment required for interpretation, etc. If the company appoints a separate agency for the radiography inspection works, the contractor shall perform all necessary coordination with the separate agency for radiography inspection works. Handling of fabricated / erected components if required during the radiographic inspection process shall be in the scope of the contractor.
- 3.2.14. Contractor shall deploy certified NDE technicians for NDE works like DPT / MPI / Radiography, etc.
- 3.2.15. It is mandatory to have atleast one ASNT Level 2 certified person per site.
- 3.2.16. For jacketed pipe depending upon the material for inner and outer pipe rates will be applicable. The jacketed piping will be measured as internal piping plus the outside jacket piping. Welding will be counted on joint basis plus number of weld joints for the jump over provided for jacket. For erection of jacketed piping length of outer pipe and inner pipe shall be separately considered and rate of erection of piping given in item rates in schedule of rate shall be applied for the purpose of payment calculation.
- 3.2.17. In case of non availability of standard elbows the contractor may be asked to fabricate mitered elbows from the pipe material supplied by DFPCL. The contractor will be payed based on the actual number of weld joints to form mitered elbows on the rate indicated in the rate contract.
- 3.2.18. For steam tracers ½ “ NB pipe shall be used. Steam tracers for 4” NB pipe shall be 1 and for 6” pipe shall be 2. At end of tracers run these tracers will be drained by separate steam traps. The tracers attached to traced lines by means of 3 runs of 16 SWG soft annealed galvanized wire at 1500 mm spacing. Expansion loop having inner dia equal to 5” shall be provided for every 30 meters of traced length. Anchors shall be equally spaced on either side of the expansion loop. Bolted clamps shall be used as anchors. Fabrication of tracing lead and the tracer shall be paid on joint basis as per the rates in the item rates in th rate contract. Erection of the tracing lead and the tracer shall be paid as per the rate in item piping erection and hydraulic testing shall be paid as per the rates in the rate contract.

### **3.3. Works under Indian Boiler Regulations (IBR)**

- 3.3.1. Piping and equipment works under IBR shall follow all provisions of the act. Contractor shall be fully familiar with the requirements of the act, shall perform all coordination activities for obtaining all approvals for executing work under IBR, shall deploy approved workmen for working on such jobs, shall maintain all records of material, drawings, work execution as required by IBR .Contractor shall follow instructions of designated company representative for these works and shall update the EIC and the designated company representative of all status of approvals and site visits of the IBR inspectors.

### **3.4. Erection of valves, in line equipment**

- 3.4.1. Collection of all types of valves and in-line equipment from designated storage locations, erection at all locations and elevations including performing all required welding, bolting, etc. All surplus valves shall be returned to designated locations.

### **3.5. Dismantling of piping, structures, valves and other accessories**

- 3.5.1. Dismantling of erected piping, structures, valves and other accessories including performing all cutting ( with gas, hack saw, grinding, or any other approved methods), grinding, performing all rigging activities including preparation of rigging plans, salvaging components from the dismantled material, segregation of material as per type and usability, returning the materials at designated locations such as stores, scrap yards, etc.
- 3.6. Enabling works like surface preparation and primer painting**
- 3.6.1 . Two coats of Primer to be applied to all CS fabricated pipelines/structures prior to erection. Performance of surface preparation and primer painting whenever instructed before or after fabrication including application of touch up primer.
- 3.7. Spading, de-spading and replacement of gaskets of flange joints**
- 3.7.1. Spading, de-spading, replacement of gaskets on flange joints including opening of flanges, cleaning of flange faces, fixing of gaskets and box up of flange joints, performance of leak tests, etc. The scope includes flange joints of piping systems, heat exchanger flanges and equipment flanges including man ways, etc. Contractor shall make gaskets from gasket sheets whenever instructed as per required dimensions whenever ready made gaskets are not available. Contractor shall cut bolts to required lengths whenever instructed due to non availability if required size bolts.
- 3.8. Valves - Replacement of bonnet gaskets, gland packing, greasing, fabrication**
- 3.8.1. Replacement of valve bonnet gaskets, gland packing including opening of the valve bonnets, removal of gaskets, cleaning the gasket seating surfaces, fixing of gaskets and performance of leak tests. The job shall be done at field at all locations and elevations and at other designated locations like workshop, etc.
- 3.8.2. Greasing of gear boxes, stem of valves at all locations and elevations.
- 3.8.3. Fabrication and fixing of valve keys at all elevations.
- 3.9. Removal, cleaning and re-fixing of Y type / bucket type / conical strainers**
- 3.9.1. Removal, cleaning and re-fixing of all types of strainers at all locations and elevations, including performing all bolting, de-bolting activities, changing of gaskets, leak test, etc.
- 3.10. Heating of bearings, shafts, etc**
- 3.10.1. Heating of bearings, shafts, etc as directed by EIC using oxy-fuel heating torches including supply of all consumables and equipment.
- 3.11. Rigging, transportation of valves, motors, gas cylinders, etc**
- 3.11.1. Rigging and / or transportation including dismantling, loading, unloading, stacking and transportation of valves, any other piping, structural components, motors, gas cylinders, etc as directed by EIC.
- 3.12. Erection and dismantling of static and rotary equipments**
- 3.12.1. Erection of static and rotary equipments of all weights at all locations and elevations including shifting from designated storage locations, performing all handling operations like loading, unloading, alignment including verification of alignment with equipments like theodolite, laser assisted equipments, etc, alignment of equipment with and without piping hook ups, preparation of foundations before erection like cleaning, verification of foundation dimensions vis-à-vis equipment and completing all works as per drawings, specifications and instructions of EIC.

- 3.12.2. Dismantling of all types of equipment at all locations and from all elevations including dismantling of all piping, instrument hook ups, removal of insulation wherever required, transportation of the removed equipment to designated storage locations including loading, unloading and all other handling activities.

**3.13 Bagging plant Maintenance**

This includes, shifting of material from store to site, replacement of conveyor belts, chain, sprockets, gerabox, rollers, bucket elevator etc. shifting the scrap material to designated area .

**3.14. DFPCL Scope of supply**

- 3.14.1. DFPCL scope of supply is limited to the following:

- 3.14.1.1. Provision of required drawings and specifications.

Provision of all raw materials like structural steel sections, plates, pipes, fittings, flanges, gaskets, fasteners, all types of valves which are in company's scope.

- 3.14.1.2.

Provision of welding consumables for all grades of alloy steel, nickel, Monel, Incoloy, Titanium, Hastelloy.

- 3.14.1.3.

Provision of tools for torque tightening of bolts.

- 3.14.1.4.

- 3.14.1.5. Provision of all gaskets, gland packing, grease, fasteners,

- 3.14.1.6. Provision of water, electricity, compressed air at one point in the site.

- 3.14.1.7. Provision of mobile material handling equipment like cranes, trailers, trucks, etc with operators.

- 3.14.1.8. Provision of open space for contractor office and material storage.

- 3.14.1.9. Contracts for radiography and post weld heat treatment wherever these are not included in contractor's scope.

**4 FREE ISSUE MATERIALS (FIM)**

**4.1. The following items shall be issued as FIM for work under specific service codes as per SOR.**

- 4.1.1.1. Electrodes & Filler wires for all materials with the exception of carbon steel, LTCS, SS and Aluminium (as per SOR) as per NACE specifications.

- 4.1.1.2. All pipes, pipe fittings, flanges, valves, gaskets, fasteners and structural steel and plates.

- 4.1.1.3. All gaskets, gland packing, grease for valves.

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

**4.3.** Return of useful material: Pipes of length more than 2.0 M for CS material, more than 3.0M for all non CS materials, structural steel of length more than 1.5 m and plates of size more than 1 sq. m shall be considered as useful material and shall be returned to designated storage areas against specific material codes as useful material. Material of dimensions less than those specified above, shall be returned as scrap on weight basis.

**4.4** Contractor shall ensure that all FIM are handled with care during all times, is responsible for the safe upkeep of the items and shall return the same at company designated places on completion of the job or as and when instructed by the EIC. Contractor shall inspect the FIM on initial receipt from the company and bring to the notice of the EIC any discrepancy in quantity or quality of the materials received. Contractor shall periodically inspect the FIM in its possession and maintain necessary records of the same. Contractor shall maintain an updated account of the use of FIM at all times. Suitable recovery of the cost of the material shall be made for damaged or lost FIM.

**4.5** In the event of non availability of consumable and other materials (under Company scope), the contractor shall arrange to procure and supply the same on specific request made by EIC. The rate for the material supply shall be discussed with EIC and site contract cell and the contractor shall obtain approval of rate from site contract cell of the company. On supply of the material, the contractor is entitled to charge the approved rate of the same together with overhead and handling costs not exceeding 10% (Ten percent) of the approved material cost for all such supplies. The purchase shall be done from a VAT registered party only. The claim should be supported by the original copy of cash memo with gate entry stamped as per instructions specified in GCC.

**c. Scope of material supply by the contractor include:**

5.1. All welding consumable including electrodes, filler wires for all carbon steel, SS, LTCS ( as per SOR) piping and structural fabrication works. The electrodes should be purchased from reputed manufacturers like M/s Advani Oerlikon, D&H, ESSAB, L&T and approved by EIC.

5.1.1. All gases required for cutting, welding, heating and for all other activities. The gases shall conform to the specifications and purity requirements as specified in the standards and procedures. The gases include oxygen, dissolved acetylene, argon, nitrogen, helium, etc.

5.1.2. All miscellaneous consumables like tungsten rods, purging and shielding arrangements, hoses for gases, etc

5.1.3. All gases shall be supplied in cylinders meeting the safety requirements, fitted with flash back arrestors (both at cylinder outlet and at torch inlet), pressure gauges. The cylinders shall be handled in cylinder trolleys tied up with safety chains.

5.1.4. Provision of all welding machines, HF units wherever required, attachments for GTAW welding, regulators, grinding machines, drilling machines, gas cutting torches, gas heating torches, hydro test pumps (motorized and manual), hydraulic pipe bending machines, electrode baking and holding ovens, portable electrode holding ovens, etc and all other equipment required to complete the job as per drawings, specifications and instructions of EIC.

5.1.5. All equipment and measuring instruments shall be calibrated and shall have valid calibration certificate throughout the usage period.

5.1.6. Provision of all accessories for all the equipment mobilized by the contractor including all electrical cables (without joints), extension boards, plug tops, lugs, pressure gauges, valves, other measuring instruments, thermo chinks, etc.

- 5.1.7. Provision of all tools and tackles including all required fitter tools, wire brushes (separate for CS, SS and other materials), chain pulley blocks, wire rope slings, chisels, files, manual punch (letters and numbers), etc
- 5.1.8. All material required for performance of dye penetrant tests , hardness inspection, including penetrants, developers, and samples, etc.
- 5.1.9. All equipment, accessories, consumables, insulation material required for pre heat, post heat, post weld heat treatment of the welds.
- 5.1.1 Qualified, experience and trained workmen and supervisors for performance of the entire job in contractor scope including dedicated safety, quality supervisors and engineers.
- 5.1.1 Contractor shall ensure availability of minimum number of personnel as directed by EIC at all time at site. The  
1. contractor shall also mobilize additional manpower to work and complete any emergency work as directed by EIC. All work executed by the contractor shall be measured and become payable as per the terms and conditions of this contract and the schedule of rates which forms part of this contract. No additional compensation is payable to the contractor for the performance of any work under this contract beyond those specified in the schedule of rates.
- 5.1.1 Provision of all PPE for its workmen and staff including safety goggles, helmets, safety shoes, hand gloves,  
2. welding helmets, safety body harness, etc as per the safety standards specified and instructions of EIC.

## **5.2. Testing requirements of contractor supplied materials**

- 5.2.1 .The contractor shall follow all site specific instructions and procedures with regard testing requirements of contractor supplied equipment, tools and tackles.
- 5.2.2. Contractor shall offer all electrical equipments and hand tools, gas cuttings equipments, all pressure gauges, regulators, all lifting tools and tackles, wire rope slings, D shackles, etc for inspection by designated persons of the company and shall obtain approval before usage.
- 5.2.3 .Contactor shall obtain certificates as per factory act for all rigging tools and tackles and shall maintain validity of the certificates by offering for periodic inspection to authorized agencies and shall ensure that only those tools with valid certificates are used in the job.



- 5.2.4. Contractor shall at all times maintain records of all tools and tackles, equipment, measuring devices and gauges, including inspection and certification details, and make them available for inspection by EIC or any other authorized personnel.

## **6 DIVISION OF RESPONSIBILITY**

### **6.1 Under 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. Mobile lifting equipment for loading / unloading / shifting FIM material within site
- h. Contractor office
- i. Safety tapes
- j. Display boards
- k. Material lifting equipment like chain pulleys, etc
- l. PPE for workmen and staff
- m. Welding Machine
- n. All welding accessories
- o. All cutting machines, accessories
- p. All gases
- q. All welding consumables for CS, LTCS, NACE specifications

### **6.2 Under DFPCL Scope**

1. Space for contractor office inside DFPCL premises subject to availability.
2. Erection equipments like cranes, hydras, etc for erection / dismantling activities at field
3. Telephone facility on chargeable basis (if available).
4. Issue of all FIM

### **6.3 As per SOR -**

- a. Scaffolding pipes
- b. Scaffolding clamps
- c. Scaffolding jallies, planks, toe guards, ladders, etc
- d. Electrodes, filler wires for alloy steel
- e. Electrodes, filler wires for all SS and special metals

## **7 SPECIFICATIONS, CODES AND STANDARDS**

The following is a listing of general specification to which the work under this contract shall comply. However site and job specific specifications, drawings and instructions of EIC shall supersede these specifications when issued and advised by EIC.

ASME section II, part A	- Ferrous Materials Specifications
ASME section II, part C	- Specifications for welding rods, electrodes, and filler metals
ASME section V	- Non Destructive
Examination ASME section IX	- Welding and Brazing
Qualifications ASME B 31.1	- Power Piping
ASME B 31.3	- Process Piping
API 5L	- Specification for line pipe
IS 2062	- Hot Rolled Low, Medium and High Tensile Structural Steel
IS 1239	- Steel Tubes, Tubulars and Other Wrought Steel Fittings
IS 3589	- Steel Pipes for Water and Sewage

## **8 EXECUTION PROCEDURE**

### **8.1. General**

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

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

Contractor shall prepare fabrication drawings wherever required for piping, structural and other fabrication works. The fabrication drawings shall be prepared in sufficient detail to enable marking of all dimensions, welding details, etc. The fabrication drawings shall be prepared in auto cad or equivalent software.

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

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

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

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

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

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

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

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

Contractor shall ensure that lifting tools and tackles including wire rope slings, D Shackles, etc are tested and carry the certification stamp. All tools and tackles that have failed the tests shall be removed immediately from the site. Contractor shall maintain a list of lifting tools and tackles, their certification details and shall have a system for revalidation of the same before the expiry of the certification validity period.

Contractor shall perform all co-ordination works with other contractors whenever instructed by EIC if there are interfacing requirements between one or more contractors / agencies during execution of job under this contract. (Examples: Coordination requirement with contractors performing Scaffolding, NDE, PWHT, Civil works for underground piping, blasting and painting, hydrojetting, etc works.)

#### **Maintenance Activities –**

##### **A) Flange Joint jobs -**

- 1) Opening all type of flanged joints by de-bolting or cold/Hot, gas cutting of fasteners wherever required, cleaning of flange faces, cleaning and lubrication of fasteners, fixing of gasket and boxing up of flange joint in steam, process, water lines and gland packing.
- 2) To carry out hot loosening for easy opening and hot bolting during/after start up wherever required.

##### **B) Burner gun, Filters, Strainers, Soot blowers, Steam Traps, Demister Pads, Oil tanks jobs-**

Removal of all auxiliary connections to burner, dropping complete assembly of the burner and cleaning for preliminary inspection, provisioning of air registers and testing of free movement of the system and finally boxing up the complete assembly and its auxiliary connections with proper alignment at all elevations.

- 1)
- 2) Flushing, draining, cleaning and filling up of small hydraulic oil tanks of rotary equipment.
- 3) To remove and clean all type of filters and strainers.
- 4) Cleaning of all type of steam traps for proper functioning.
- 5) Greasing up of all type of Ladders of Floating roof Tank.
- 6) Dropping, cleaning by means of compressed air or water jet and re-fixing the de-mister pads after inspection.
- 7) Cleaning and lubrication of fasteners is to be done before box-up.

8) To carryout hot loosening, hot bolting during/after start up wherever required.

**C) Heat Exchanger Jobs**

Thorough cleaning of heat exchangers, condensers, coolers and other plant equipment irrespective of their locations / elevations within the Complex, using wire brush, water, steam, compressed air and other related manual cleaning operation/s as per the instruction of Engineer-in-charge.

The job includes following :

- 1) Blinding, de-blinding, wedge opening of connected lines/equipment flange joints and making necessary connections/dis-connections of air, water and hoses for flushing and isolation.
- 2) Flushing, opening, dropping, cleaning, and boxing up of channel cover, channel section, floating head cover etc.
- 3) Pulling out tube bundle from shell, physical /manual cleaning of shell internally and tube bundle internally as well as externally by rodding /wire brush.
- 4) Insertion of tube bundle into shell, fixing back the channel section, fixing test ring and carrying out hydro test as per prescribe pressure. (In case of re-boilers test shall be carried out in dummy shell).
- 5) Rolling and plugging of leaky tubes, if required. Removal and dropping of test ring, fixing back the floating head cover and channel carrying out tube test/ floating head test at prescribed pressure.
- 6) Partial replacement of the leaky tubes by cutting the tubes at both end, pulling out the tube, removing left out portion of the tube from the hole by grinding/ drilling, cleaning the holes by reaming, insertion of new tube, rolling tube at both the ends and seal welding if specified.
- 6) Partial replacement of the leaky tubes by cutting the tubes at both end, pulling out the tube, removing left out portion of the tube from the hole by grinding/ drilling, cleaning the holes by reaming, insertion of new tube, rolling tube at both the ends and seal welding if specified.
- 7) Finally boxing up of shell cover and carrying out shell side hydro-test at prescribed pressure.
- 8) Replacement of gaskets of all flanged joints ( including channel cover, floating head cover, shell cover etc.) before box-up which were opened for maintenance.
- 9) To carryout hot loosening, hot bolting during/after start up wherever required.

- 10) Transportation of spare tube bundle, in case of replacement, from the place of storage to place of work
- 11) Other related jobs like cleaning and lubrication of studs and nuts in connection with the heat exchanger.
- 12) Supply of required sizes of wire brushes, extension rods and other cleaning consumables.

**D) Rigging Jobs**

- 1) To carry out dismantling/erection of equipment as & when required as per the instructions of the Engineer-in-charge
- 2) To submit the detailed rigging studies for approval for all vertical equipment, any equipment 10 tones or over, and any equipment to be located at an elevation of 5.0 meters or over.
- 3) Elevation and location of the surface shall be perfect onto which any equipment is to be located, the bolts in plinths and bolt holes in structural steel shall be correctly located.
- 4) When using hoisting systems, ensure that they have adequate capacity and safety factor that they are in a perfect state of conservation and that they comply with various safety regulations.
- 5) To ensure that any lifting slings and mechanical handling devices, only apply loading to the equipment at points where it has been designed to accept such loads. To use slings, which will minimise damage to paint work, such as nylon band or strop slings. All lifting equipment shall have up-to-date test certificate for their specified load capacity.
- 6) To ensure that no damage occurs to equipment or parts thereof, including flange facing or other property on site during rigging. If any damage is caused then the contractor shall repair such damage or replace damaged equipment after receipt of Eng.-In-Charges approval/ instruction in writing.
- 7) Clean threads of anchor bolts and coat with graphite.
- 8) To take utmost care in handling equipment with a non-metallic liner.
- 9) To take oxygen test on the atmosphere in any equipment before entry
- 10) To obtain approval from Engineer-In-Charge prior to operating, rotating or opening equipment.

**Detailed Requirements: In addition to general requirement following requirements shall consider:**

- A) Vessels, Drums, Columns and Tanks: During lowering and Lifting it to ensure that the equipment is supported in a stable manner with the provisions of necessary guys, stays or props. Vertical vessels, columns and Stacks, shall be erected so that their vertical centerline is within 1mm of true vertical per 1000mm of height, up to a maximum of 20mm deviation. Horizontal vessels and drums shall be erected so that their horizontal centerline shall not be more than +/- 3 mm from true horizontal from end to end of the vessel.
- B) Heat Exchangers: To ensure that slide plates are located and lubricated to allow expansion of the equipment in the designed direction. To ensure that the tube bundles are fixed as per specification.
- C) Opening & Box Up Of Static Equipment / Vessel Man ways And Pipe Line Flanges-
- 1) To open & box up the static equipment, vessel man ways and pipe line flanges as per instructions of engineer-in-charge.
  - 2) To carryout hot loosening, hot bolting during/after start up wherever required.
- D) Opening And Re-Fixing of All Type Of Valves, Instruments from Pipe Line / Equipment at any Elevation Including Both Ways Transportation between Plant And Work Shop-
- 1) Opening of all flange joints of all type of valves and instruments by de-bolting, cutting of fasteners whenever required, cleaning of flange facing and erection of valves in position and in correct direction and providing gasket, irrespective of material of construction from pipe line, equipment at any elevation including both ways transportation between plant and work shop as per instructions of engineer-in-charge.
  - 2) To carry out hot loosening, hot bolting during/after start up wherever required.
- E) Opening ,Cleaning, Re-Fixing And Replacement, If required of Gauge Glasses From Equipment at Any elevation including both ways Transportation between Plant & W/Shop
- 1) To open, clean, re-fix and replace ( including replacement of gasket ) level gauge glass irrespective of material of construction , fixed on equipment at any elevation including bringing down to grade level if required and taking back to position and both ways transportation between plant and work shop as per instructions of Engineer-in-charge.

2) To carry out hot loosening, hot bolting during/after start up wherever required.

F) Spading & De-Spading of Equipment and Pipe lines and card Board blasting

1) Opening , wedge opening of flange joints of all type of valves, piping, orifice etc. by de-bolting, cold or gas cutting of fasteners, whenever required, cleaning of flange facing , cleaning and lubrication of fasteners, providing blind along with the gasket and boxing up of the flange. After completion of job, same procedure is to be followed for removing the blind and boxing up the joint with new gasket as per instructions of the engineer-in-charge.

2) Opening of flange joints of piping by de-bolting, cold or gas cutting of fasteners, whenever required, dropping of spool piece if required, providing cardboard for cleaning the pipelines through cardboard blasting. Removing cardboard after blasting, cleaning of flange facing, cleaning and lubrication of fasteners and box up of the flange/spool piece as per instructions of engineer-in-charge.

3) To carryout hot loosening, hot bolting during/after start up wherever required.

4) As a guideline, gasket sheet of 3mm thickness is to be used for blasting line sizes up to 4 and 2 sheets of 3 mm gasket are to be used for line size of 6 and more but in no case, line pressure should increase more than 2.5 bar g.

**9 SAFETY**

- a. The contractor shall follow safety rules & regulations, safety procedures as per the safety standards and comply with the safety requirements.
- b. The contractor shall deploy at site a full time safety in-charge and full time safety officers with requisite qualification, experience and training. The safety in-charge shall be a senior person.
- c. The contractor shall submit an organization chart of its department to the EIC and shall obtain EIC' approval. The contractor shall mobilize and ensure availability of personnel as per approved site safety organization at all times during execution of work under this contract.
- d. The contractor is required to deploy persons for specific jobs who are trained and skilled in particular trade and well familiar with hazards and safety precautions.
- e. The site staff and workers of the contractors are required to undergo safety orientation before they are assigned work at site. No person shall be allowed at work site without safety orientation. Contractor shall make hazard identification and risk assessment of job and accordingly will be using skilled manpower with appropriate safe



job procedure and personnel protective equipments. Job supervision is compulsory.

- f. The contractor shall plan and execute work in such a way to avoid accidents / injuries to its-own staff and workers, other workers, company employees, damage to company property and damage to environment.
- g. Adequate resources have to be made available by the contractor for safe execution of work at site. Short cut methods or make-shift arrangement will not be allowed.
- h. The contractor shall ensure that any time during the performance of the work his personnel are fit to execute the tasks assigned and are not under the influence of any alcoholic liquor, drug or other intoxicating substances.
- i. The contractor shall make himself and all staff/workers familiar with emergency procedure and response action to respond rightly in the event of any emergency due to fire/gas leak, etc. in the operating plants at site.
- j. Contractor shall ensure that all its staff and workmen are aware of the site specific safety guidelines wherever applicable and shall ensure that the same is followed.
- k. It is the responsibility of the contractor to ensure good housekeeping at work site. The scrap debris, unwanted material etc. shall be removed frequently from the work place to avoid accident and work area shall be kept tidy. Gangways shall be kept clear of obstructions. Contractor shall deploy dedicated personnel for housekeeping.

#### **Personal Protective Equipment ( PPE )**

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

#### 9.1 Activity/Hazard and Recommended PPE

1)Non toxic dust nuisance---Dust mask,Panoramic goggles,Hand gloves PVC/ Rubber

2) Toxic & Corrosive liquids/gases --Face shield,PVC Apron,PVC suit with hood,Positive Pressure suit,Panoramic Goggles,Gum Boots,SCBA sets,Air line mask set,Cartridge type Mask,

3) Working at height --Full body Safety Harness / Belt with two lifelines,Canvas hand gloves,Leather Palm canvas hand gloves,

4) Material Handling --Leather hand gloves,Aluminized hand gloves,Aluminized suit with hood,Asbestos/Leather apron,Spectacle type toughned glass,

5) Grinding/Chipping --Goggles,Panoramic goggles

## **9.2 Responsibility of provision of PPE -**

### **9.2.1 Under Contractors Scope -**

Dust mask,

Safety helmets

Boiler suit,

safety shoes

Panoramic goggles,

Hand gloves PVC/ Rubber

Face shield, PVC Apron, Panoramic Goggles, Gum Boots,

Full body Safety Harness / Belt with two lifelines, Canvas hand gloves,

Leather Palm canvas hand gloves, Leather hand gloves, Asbestos/Leather apron,

Spectacle type toughned glass,

### **9.2.2 Under DFPCL Scope on returnable basis-**

PVC suit with hood,

Positive Pressure suit, SCBA sets,

Air line mask set, Cartridge type Mask, Aluminized hand gloves, Aluminized suit with hood,

In case returnable PPEs are not received back/received in damage condition beyond normal wear & tear, cost of PPE shall be deducted from the bills of contractor concerned.

## **9.3 Specifications for contractor provided PPE**

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

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

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

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

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

#### **9.4 Guidelines for Personal Protective Equipment**

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

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

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

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

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

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

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

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

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

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

#### **9.5 Safety Organization Of Vendor:**

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

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

Those employing 20 to 100 employees - One Safety Officer

Those employing 101 & more employees - Additional safety officers/ 100 employees

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

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

### **Minimum Entry qualification for contract Personnel**

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

### **Safety meetings**

The contractor shall be responsible for maintaining and enhancing the Safety awareness of the workmen working under him, including sub contractor. The contractor will inform the DFPCL safety manager of the time and place of safety meetings arranged by him. Copies of minutes / records of contractor's safety committee meetings shall be sent to the DFPCL Safety Department. The contractor 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 of any maintenance activity. Safety committee meetings conducted by DFPCL should be attended by nominated representative of the contractor and he shall ensure the communication of same for his employees. This scheme is applicable to all contractors working in the complex.

### **First Aid and Industrial Injuries**

Vendor 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 Vendors report covering each personnel injury requiring the attention of a physician shall be furnished to Company.

## **9.6 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 practises**

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--Upto Rs.500/

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.

**Type of violation- Misbehavior /Sleeping in the premises**

First Time-- Rs.500/ - each observation

Repetitions- Rs 1000/- each observation

Frequent violations--Review for delisting

**10. WORKINGHOURS**

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

**11 MOBILIZATION**

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

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

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

Contractor shall interact with S.H.E. 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, get it counter signed by P&A/IR/Contract Cell and then submit to security in advance as required to mobilize manpower.

## 12. JOB COMPLETION TIME

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

## 13 MODE OF MEASUREMENT

### 13.1. Piping fabrication

13.1. All piping fabrication shall be of radiography quality and measured and paid in inch diameters (IND). The measurement shall be segregated material wise, thickness wise and welding process wise.

13.1. The pipe fabrication rate includes cutting, beveling, edge preparation and fabrication at all locations and elevations. No separate payment for cutting and beveling shall be payable for piping fabrication jobs.

13.1. Inch diameters is measured as below:

3.

Nominal size of the pipe/ fitting/flange in inch multiplied by number of joints.

13.1. Mitre bends shall be measured in IND. (nominal pipe size in inch multiplied by number of joints) No additional factors shall be used in calculating the inch diameters.

13.1. Fabricated reducers shall be measured in actual linear welding quantities.

5.



- 13.1. Branch connections without tee fitting and without reinforcement pads, trunnion supports shall be measured as  
6. 1.5 times the inch dia based on branch size in inch.
- 13.1. Branch connections without using tee fitting and with reinforcement pads shall be measured as 3.5 times the  
7. inch dia based on branch size in inch.
- 13.1. Full encirclement pads shall be measured as 2 times inch dia of the header size.  
8.
- 13.1. Drilling and tapping of holes and pressure testing of RF pad is included in the rate for RF pad as above  
9.
- 13.1. All pipe support fabrication shall be measured in MT irrespective of the nature of structural sections.  
10.
- 13.1. Certification of all welding activities shall be done only on completion of welding inspection clearance and  
11. acceptance. (Visual inspection / NDT).
- 13.1. Root DP test is mandatory for all weld joints. For joints completed without offer and acceptance of root DP,  
12. radiography or other NDT test may be taken at the discretion of EIC / Inspection engineer. Costs associated  
with such radiography / NDT test shall be payable by the contractor. Repairs if detected during such  
radiography / NDT tests shall be rectified by the contractor at no additional cost.

## **13.2 Piping erection**

- 13.2. All piping erection shall be measured in inch dia meters (INM) irrespective of size, schedule and material of  
1. construction of the pipe, fittings, flanges, valves and in line items. Inch dia meter is measured as below:
- 13.2. Nominal size of the pipe in Inch multiplied by the length of the pipe in M. Length of the pipe is measured as  
2 the linear measurement along the centerline of the erected piping system. No deductions are made for fittings,  
flanges, valves and all other in-line equipment erected as part of the piping system.

13.2. All bolted flange connections in piping system are covered in the rate on inch m basis for piping erection. No  
3 flange joint shall be payable separately.

13.2. The scope of erection includes erection of the piping system, alignment, supporting, testing, flushing, box up  
4 and assistance during hot bolting and torque tightening.

### **13.3. Pipe supports**

13.3. All fabricated pipe supports shall be payable against fabrication & erection under separate line items.

1.

13.3. Wherever supports are supplied as FIM, only erection is payable under support erection pay item.

2.

13.3. Fixing of U Clamps if supplied as FIM shall be part of the of the erection scope and no separate measurement /  
3 payment shall be made.

13.3. U clamps if supplied by the contractor shall be payable under a separate line item under

4.

"supply of U clamps". No separate payment shall be made for erection of U clamps.

### **13.4. Tie-in Joints**

13.4. Tie in joints shall be measured and payable separately on number of joints basis for the size ranges. Tie-in  
1 joints are defined as those joints wherein at least one of the pipes being joined is under operating conditions. At  
every "Tie-in" point, only one joint shall be certified as "Tie-in" joint. Additional joints in the pipeline  
including tappings, drain / vents/ etc shall not be certified as "Tie-in" joints.

13.5. Valve erection / dismantling:

13.5. Flanged valves: Valves erection and dismantling shall be measured in Inch Dia Size (IDS) categorized based  
1 on valve type, size and rating. IDS are defined as the size of the valve based on nominal bore (NB). For sizes  
upto 1.5 Inch , the same shall be measured as Each (EA) as mentioned in the SOR.

- 13.5. Welded valves: Welded valves shall not be measured separately. The weld joints of the valve shall be measured as part of the inch dia certification for fabrication.
- 2.
- 13.5. No deduction shall be made for the length of valves while computing the length of the piping system for erection / dismantling inch m quantities.
- 3.
- 13.6. Dismantling of piping:
- 13.6. Dismantling of piping shall be paid in Inch M irrespective of pipe line size, material of construction, thickness, elevation, etc.
- 1.
- 13.6. Valves shall be measured separately as above.
- 2.
- 13.6. All cutting shall be paid separately as per rates for cutting.
- 3.
- 13.6. Opening of flange joints shall not be payable separately. This activity is included in the rate for dismantling on Inch M basis.
- 4.
- 13.6. Dismantling rate includes activities of transporting dismantled piping system, segregation, returning to storage locations and stacking.
- 5.
- 13.7. Fabrication and erection of structures
- 13.7. Structural steel fabrication and erection is measured in MT basis only for all categories of structures.
- 1.
- 13.7. Weight of fabricated structures is taken as the quantity for certification.
- 2.
- 13.7. No deduction is to be made for the drilled holes in the structures.
- 3.
- 13.7. Weight of fasteners is not to be calculated for erection weight.
- 4.
- 13.7. Top of Structure (TOS) is taken as the base for deciding elevation of structure for the purposes of billing.
- 5.
- 13.7. Payment on length of weld shall not be used for regular structural fabrication works.
- 6.

13.7. Measurement of the Handrail shall be in Meter and measurement to be taken only of Top pipe length of hand rail. Measurement of Bottom pipe/vertical pipe and Toe guards not to be included (Rates are negotiated & finalised accordingly)

13.8. Maintenance / Heat exchanger jobs

13.8. All maintenance and heat exchanger related jobs shall be measured as per the terms mentioned in the SOR.

1.

## **TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT FOR EXCHANGER JOBS IN DFPCL PLANTS LOCATED IN TALOJA**

**1. INTRODUCTION:** Scope of this Annual rate contract will cover all exchangers in DFPCL plant. The work scope includes overhauling of all exchangers including necessary and required accessories, tools and tackles, all required manpower and supervision as per drawings, specifications, specified safety standards and instructions of Engineer In Charge. Please refer **ANNEXURE 1** of general terms and conditions of contract.

Detailed scope of work is as follows.

### **2. JOB COMPLETION TIME:**

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/Engineer Incharge. 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.

### **3. WORKING HOURS:**

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.

### **4. 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.

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.

### **5. DETAILED SCOPE OF WORK:**

**Area of allocation : All DFPCL plants located in TALOJA**

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 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.

### **6. CONTRACTOR SUPPLIED MATERIALS:**

The following materials shall be supplied by the contractor

All accessories for exchanger overhauling.

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.

## **7. DIVISION OF RESPONSIBILITY:**

### **7.1 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.

### **7.2 Under DFPCL Scope -**

- a. Space for contractor office inside company premises subject to availability.

## **8. SAFETY REQUIREMENTS:**

Please refer ANNEXURE 2 for detailed safety requirements. Contractor also to comply with the safety requirements listed in the DFPCL construction safety manual.

## **9. EXECUTION PROCEDURE:**

### **9.1 GENERAL PROCEDURE**

1. Opening of end covers, cone, channel heads & dome cover and preserving the nuts, bolts, studs etc. properly. Cleaning of nut&bolts is in contractors scope. Cleaning agent/solvent required for cleaning will be provided by DFPCL.
  
2. Boxing up of end covers, cone, channel heads & dome cover (including gasket cutting, studs cleaning, leak testing if required).
  - 2.1 Cleaning mating faces of flanges thoroughly and box up the joint/heat exchangers with new gasket to make the joints leak tight.
  - 2.2 Hot-bolting of the exchanger wherever required by Engineer-In-Charge.
  
3. Opening flange joints of piping & equipments.
  - 3.1 This also includes de-blinding (both tail & end blind), isolation of the equipment/line by proper blinding.
  - 3.2 All level gauges/level trolls/stand pipes/thermo wells connected to equipment are to be dechoked, cleaned without any additional charge.
  
4. Boxing up flange joints of piping & equipments. This also includes blinding (both tail & end blind).
  
5. Dropping/Lowering of end covers, cone, channel heads, dome cover & pipe to ground/working floor.
  
6. Lifting of end covers, cone, channel heads, dome cover & pipe to original position from ground level/working floor.
  
7. Tube bundle pull out using tools and tackles of contractor. Crane/ hydra required for the job will be provided by DFPCL. While opening the floating head tubes bundle, proper marking must be done on each part so as to avoid any damage to tube sheet and bundle while boxing up.
  
8. Air drying of tubes when cleaning is done by other agency or only air drying of tubes is to be done by contractor.
9. Water flushing of tubes when rodding/scrapping/hydrojetting is not required.
10. Lifting & shifting of equipment within battery limits.

10.1 Shifting of equipments out side the plant battery limit to anywhere in the complex.

11. Hose connections for steam, air, water, nitrogen etc. for purging, draining the systems as per the instructions of the Engineer-In-Charge and remove the same when instructed.

12. Normally standard cut gaskets will be supplied by DFPCL, however if required the contractor shall cut the gaskets from gasket sheet, free of cost.

13. Cleaning of working place after completion of the jobs.

### **9.2 HYDROTEST OF FIXED TUBE/U-TUBE HEAT EXCHANGERS:**

1. To carry out hydrotesting on shell side and tube side. Thus two hydrotest shall be carried out for fixed head and U-tubes type exchangers.

2. In case of hydrotesting on tube side, leakage is detected through tubes during testing. Then the leaking tubes to be plugged by contractor as per the instructions from Engineer-In-Charge. Required plugs will be supplied by DFPCL.

3. Fabrication of fittings required will be under vendors scope. Fittings will be of proper pressure rating and should be fabricated as per standards provided by DFPCL and instructions of Engineer incharge.

4. Pressure gauge required for hydrotest will be in vendors scope. Pressure gauge will be tested and certified. Pressure gauge testing will be witnessed by DFPCL process as well as mechanical engineer.

### **9.3 HYDROTEST OF FLOATING HEAD HEAT EXCHANGER:**

1. In case of floating head type exchangers, the test rings shall be used for hydrotest on shell side to check leakage from individual tube and/or tube to tube sheet joints. Three hydrotest will have to be carried out for floating head type exchangers.

2. Fabrication of fittings required will be under vendors scope. Fittings will be of proper pressure rating and should be fabricated as per standards provided by DFPCL and instructions of Engineer incharge.



3. Pressure gauge required for hydrotest will be in vendors scope. Pressure gauge will be tested and certified. Pressure gauge testing will be witnessed by DFPCL process as well as mechanical engineer.

#### **10. MODE OF MEASUREMENT:**

##### **DROPPING OF EXCH DOME/END COVER**

Job measurement will be inch diameter of the exchanger dome/cover to be opened.

##### **BOXUP OF EXCH DOME/END COVE**

Job measurement will be inch diameter of the exchanger dome/cover to be opened.

##### **TUBE BUNDLE PULL OUT Job**

measurement will be weight of the tube bundle pulled..

##### **TUBE BUNDLE BOXUP**

Job measurement will be weight of the tube bundle to be boxed up.

##### **HYDROTEST OF EXCH TO PR 0-10 KG/M2**

Job measurement will be volume of the heat exchanger of which hydrotest is to be carried out. If hydrotest of shell side is carried out then only volume of shell side will be taken as measurement. Same is applicable for tube side also.

##### **HYDROTEST OF EXCH TO PR 10-30 KG/M2**

Job measurement will be volume of the heat exchanger of which hydrotest is to be carried out. If hydrotest of shell side is carried out then only volume of shell side will be taken as measurement. Same is applicable for tube side also.

##### **HYDROTEST OF EXCH TO PR 30-100 KG/M2**

Job measurement will be volume of the heat exchanger of which hydrotest is to be carried out. If hydrotest of shell side is carried out then only volume of shell side will be taken as measurement. Same is applicable for tube side also.

##### **HYDROTEST OF EXCH TO PR 100-200 KG/M2**

Job measurement will be volume of the heat exchanger of which hydrotest is to be carried out. If hydrotest of shell side is carried out then only volume of shell side will be taken as measurement. Same is applicable for tube side also.

##### **HYDROTEST OF EXCH TO PR 200-400 KG/M2**

Job measurement will be volume of the heat exchanger of which hydrotest is to be carried out. If hydrotest of shell side is carried out then only volume of shell side will be taken as measurement. Same is applicable for tube side also.

Price Bid Format : Prices to be submitted for regular as well as shutdown jobs **as per below**

**Annexure A : For Regular ARC Jobs**

**Annexure B : For Safety instructions**

**Scaffolding/hydra/ Crane will be provided by DFPCL, wherever not mentioned in above scope.**

**The services of Fabricator, Welder, Rigger, and Helper which are mentioned in this tender shall be used for other services than the specifically mentioned in this tender.**

### **Commercial Terms and Conditions**

1. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.

2 Payment Terms: Monthly one (Running Bill) Bill within 45 days which is to be certified by our job coordinator.

3 The contract is on value basis. The estimated value of contract will be approximately 1.5 Crores. It is proposed to engage 2/3/4 agencies to carry out the work.

4. Each Bidder needs to quote on all activities during online close bid and online reverse auction.

The start price shall be the total of L1 of all activities. On receipt of final price for all activities, the same will be divided in individual activity, based on the reduction in percentage between start price and final price. This L1 individual activity price shall be binding.

5. The Contract will be awarded on L1 basis.

6 The L2 / L3 bidder has to match the L1 rates for each item for award of work.

7 The payment will be made through RTGS. The Bankers details to be provided by the bidder along with offer.

8 Validity of the contract: 2 Years from the date of receipt of PO .The contract may be extended by another 3 months with the same rates if the contract value is not fully utilized. Even after extension of the contract if the value still not fully utilized then the contract will be terminated by DFPCL.

9 Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications

10 Security Deposit: 10% of basic order value will be retained by DFPCL or equal amount of Bank Guarantee drawn on nationalized bank or reputed private bank will be submitted by the contractor valid till the completion of the contract and certified by our technical team.

11 . 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/ authorities of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

12) Jurisdiction :

The Court at Panvel, Maharashtra, India only shall have Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender order.

### 13) ARBITRATION :

All disputes or differences whatsoever arising, between the parties out of or relating to the supply or effect of this order or the breach thereof shall be referred to Arbitration of the Indian Council of Arbitration (ICA) or any enactment or amendment thereof in accordance with Arbitration and Conciliation Act, 1996. The award passed in pursuance thereof shall be final and binding on the parties. Arbitration sitting shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Tender/ Agreement/ Contract. at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement. The proceedings shall be conducted in English and the cost of the arbitration shall be borne equally between the parties.

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

In case it is found that any information furnished by the Tenderer/ Vendor/ 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/ Vendor/ Supplier.

Any loss incurred by the Company in this respect will be on the Tenderer/ Vendor/ Supplier.

### 15. L. D. CLAUSE -

For supply and service 1% per week to max 10% of the basic order value for delay in completion beyond 4 months from date of site clearance given by job coordinator. No of days will be reduced for LD calculation when site are not available for use, these days will be certify by job coordinator. These 4 months considered exclude mobilization period of 15 days.

16. 10% Basic order billed value against PBG valid for 36 months after successful job completion. If PBG is not submitted the said amount will be retained for the period of 36 months. This PBG amount or retention to be deducted on proportionately basis on each RA bill.

17) Job Controller – Mr. S.N.Rai of DFPCL shall be the job controller.

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

## **19. Health**

It is the responsibility of the vendor 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 vendor should provide following details to Occupational Health Centre on the first day of beginning of contractual period.

1. Name with phone number/s of the manpower
2. Name of the close relative/s of the manpower with phone number/s

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

(On Contractor's letterhead)

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

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

**INFRASTRUCTURE / RESOURCES :**

1. Total number of resources employed : \_\_\_\_\_
2. No. of branch offices : \_\_\_\_\_ (details of address, Telephone No., Fax No. etc.)
3. No. of FMS Contracts engaged in Mumbai with Avg value of Contract:

(Signature of the Contractor & Seal)

(On Contractor'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 \_\_\_\_\_  
Residence \_\_\_\_\_  
Mobile \_\_\_\_\_
9. Name & Designation of Authorised Signatory : \_\_\_\_\_
10. Details of sister concerns
  - a) Name & Address:
  - b) Activities engaged in by Sister Concern:
  - c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of Sister concerns.

(Signature of the Contractor & Seal)