

**M/s SMARTCHEM TECHNOLOGIES LTD. (STL/ Company)**

**Registered Office:** –Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra

**Works at:** PLOT K1, MIDC INDUSTRIAL AREA, TALOJA DIST : RAIGAD

**ARC for Manpower for various Plant.**

**Tender Ref. 167/ 2021 Date: 13.10.2021**

Technical bids are invited in Sealed Envelope with EMD. The sealed envelope shall be super scribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Rajesh Shankaratti , Smartchem Technologies Ltd. at Plot K – 1 MIDC Industrial Area, Taloja, 410 208, Dist. : RAIGAD

**Stage I Bidding**

- Sealed Envelop –I: General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work (Excluding Price Bid).

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

**Stage II Bidding**

Tenderer will submit the price bid online through the platform provided by our Ariba system, STL Service Provider for online platform

**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 the authorized signatory & send the documents in Purchase Department of the Company latest by 27.10.2021

All the above documents should be handed over to Mr Rajesh Shankaratti (Sr. Manager Purchase) Phone: 022-67684116 representative of STL.

**E Auction:**

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

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

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

In case of any Technical queries you may contact our Job Controller Shri Manojkumar Gupte 022 5068 4277 , Ashish Jaiswal 022 5068 4698 and Harish Ingle -022-50684278 . For commercial queries you may contact Mr Rajesh Shankaratti Tel No 022 50684116

Thanking you,

Yours faithfully,

For Smartchem Technologies Limited

Srikanta Behera

General Manager (Commercial)

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## **ANNEXURE I**

### **1.0 GENERAL TERMS AND CONDITIONS:-**

1. Earnest Money Deposit of Rs.50,000 /- in the form of Bank demand draft will have to be submitted in favour of Smartchem Technologies Ltd payable at Mumbai drawn on public sector bank or reputed private sector bank only along with tender document.. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidences for the following:
  - 1] Registration/ Incorporation certificate as Proprietary/partnership firm/private ltd or Public ltd Company/ LLP.
  - 2] EPF code of establishment under (Employee Provident Funds and Miscellaneous Provisions Act, 1952)
  - 3] Registration letter (C-11) under (Employees' State Insurance Act, 1948)
  - 4] Registration certificate under (Maharashtra Labour Welfare Fund Act, 1953)
  - 5] Registration certificate under (The Maharashtra State Tax On Professions, Trade, Callings And Employments Act, 1975)
  - 6] Adequate and valid Employee Compensation policy (If ESIC is not applicable due to wage limit)
  - 7] Registration certificate under Goods And Service Tax (GST).
  - 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 Turnover: 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 STL need not to submit the documents mentioned above.

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

5. Late tender will not be accepted / received.

6. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiture of EMD

7. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be. The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

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

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

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

## **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 may be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of STL 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 Tenderer 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 AMENDMENT TO NIT (Notice Inviting Tender)**

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

### **4.0 SUBMISSION OF TENDERS:**

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

### **5.0 EARNEST MONEY DEPOSIT (EMD)**

The amount of earnest Money shall be deposited in the form of bank demand draft (drawn on public sector bank or reputed private bank only). The EMD should be in the name of M/s. Smartchem Technologies Ltd. payable at Mumbai/ Panvel. 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 on receipt of bank guarantee towards security deposit if applicable. The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded with-in one month from the date of closing of tender.

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

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

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

## **7.0 VALIDITY OF BIDS:**

Bids shall be valid for at least 60 days after the date of price bid opening prescribed by the STL. A bid valid for a shorter period may be rejected at the discretion of STL. In exceptional circumstances, STL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of STL. Where bidder is 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 STL 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.

## **8.0 Procedure for Auctioning**

**8.1 [a] Auction:** STL will declare its **Opening Price (OP)**, which shall be displayed to all Tenderers during the start of the Auction. The Tenderer will be required to start bidding after announcement of Opening Price and decrement amount in case of Reverse Auction and Opening Price and Incremental amount in case of Dutch Auction. Opening Price displayed on screen is evaluated price to STL for all the items mentioned in price bid.

**[b]** Auction type will be Decided by DFPCL /STL Authority

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

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

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

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

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

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

**9.0. SUBMISSION OF TENDER:**

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

**10.0. RIGHT OF ACCEPTANCE & REJECTION OF TENDER:**

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



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

- [a] Annual Turnover of minimum Rs 1 Cr including group companies.
- [b] Compliances of statutory requirement like registration under ESIC Act, PF Act, Service Tax, VAT, GST and other statutory compliance to operate/ do business in India.
- [c] Similar work completed during last five (5) years and details of similar ongoing works with value above Rs 50 lacs including group companies.
- [d] List of clients of the Company/Firms.
- [e] Details of manpower owned technical and staff submitted along with the tender.
- [f] List of requisite tools & tackles, equipment. (Attested Copy to be enclosed)

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

## **Special Terms and Conditions:**

### **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 similar violations.

1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at STL work site. Contractor has to report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty.
2. No young and Minor Child labour shall be allowed to enter and work at site of STL.
3. The Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of STL Supervisor and Safety Officer.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB proper earthing. The same shall be inspected by STL Safety Officer and Electrical department
5. Contractor shall deploy Safety Supervisor for the contracts .
6. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from STL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every 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.
7. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
8. 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.
9. No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
10. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
11. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
12. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from STL Safety Manager. Hazard Identification and Risk assessment

shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every 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 STL Safety officer to all manpower reported on duty. Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors' workers. Every contractor's workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of STL. The certificate will be valid for a period of six months from date of issue. After the validity, 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/s is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the STL Supervisor and Safety Officer on duty.
- 3) Any near miss, minor injury, First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Contractor within 4 hours, with cause of the incident.
- 4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. STL shall not be responsible for the same.

## **1.04 Safety performance**

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

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

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

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

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

### **2.01 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 STL shall revoke the Gate Pass.

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

### **2.02 MEDICAL EXAMINATION:**

Contractor should ensure that all its Workers/Supervisors deployed at STL 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.

## **2.03 UNIFORM:**

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

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 STL premises, they have to apply on its letter head (Format with HR Department) along-with following documents. The application should be recommended by authorised User Dept.

1. Copy of Work Order issued by STL
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.21,000/-, 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 covering STL, as work place, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by STL.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. If the job is subcontracted then no objection certificate from Contract Cell, STL 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. However the same will be with prior written consent of the STL only.

**(B) Procedure to be followed by the contractors during the work period.** Documents / Registers / Challans to be maintaining & 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 be 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 STL. Wage slip will be issued to all Contract Labours while disbursement of wages.
- 3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15<sup>th</sup> Day of the month and receipt of the same to be submitted with STL.
- 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 STL.
- 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 STL.
- 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 STL.

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 certify that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. In case of Non compliance contractor will be penalized by holding 100 % of payable amount , same will be released after submitting satisfactory compliance document to concerned authority. The Tenderer/ Contractor shall always keep STL indemnified from any risk/ liability/ penalty/ cases arising from non-compliance of the same.

### **(C) 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.

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

The Contractor shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of STL. Any breach of this condition shall entitle STL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to STL 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 STL and shall not release the Contractor of any responsibility under the Contract.

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

The Contractor shall be liable to pay all the taxes payable as per the prevailing laws / statute made applicable or might come in force from time to time by the concerned authority. STL shall not be responsible for the same. The Vendor / Contractor shall be solely responsible for its employees and always keep the Company Indemnified from all losses, actions, penalties etc arising out of this Tender/ Contract

**(F) INDEMNITY -**

Without prejudice to any other provisions in these conditions, the Contractor/vendor shall be bound to keep STL or any representative or employee of STL 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, STL has to take-over the liability, STL shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by STL to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to STL

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

The contractor 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. If STL's job-controller observes non-compliance by the Tendere/ Vendor in complying with provisions of labor statutes and specific Acts relevant to the Contract, STL shall retain double the value of



the non-compliance amount taking into consideration interest, penalty and dues. In case STL is forced to pay the dues, along with interest and penalty, due to failure of the Tenderer/ Vendor, then STL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the STL to the Tenderer/ Vendor whether under this Contract or otherwise.

**(H) 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.

**(I) RELATIONSHIP -**

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

**(J) WAIVER -**

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

**(K) ENTIRE AGREEMENT -**

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

**(L) AMENDMENT -**

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

**(M) Declaration of Tenderers/ Contractors Relation with STL 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.

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

(O) Dispute not to hold up works:

The successful Contractor/Tenderer shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Tenderer shall be considered as a breach of contract and STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

## Scope of Work

### **NPK Bagging Plant**

#### NPK Bagging Activity

Bagging & Pelletising Empty Bag shifting from bag godown to bagging floor, bag placing in bag magazine, spill material collection, sample basis bag weighing , Pelletising operation, shrink wrapping , telescopic conveyor area, pellet lift & transport area, bagging hopper top conv. Spillage recovery, conveyor gantry cleaning, silo area cleaning & torn out bag segregation. house keeping in complete areaStandardization and manual stitching of un-stitch and torn bags generated during bagging/loading activities.In addition to above all causal activities as per instruction of shift in charges in Bagging area.

Total manpower for NPK Bagging 12 Manpower per shift basis - Total - 36 Nos

### **ANP/AN Bagging Plant**

Bagging machine make  
BINDER  
NEWLONG

#### Bagging Line operation

A contract supervisor is also required to coordinate these activities as per instructions of shift incharge, Bagging Plant.

DETAILS OF WORK IN ANP & LDAN BAGGING PLANT PERTAINING TO BAGGING OPERATIONS ARE AS FOLLOW:

#### 1. SCOPE OF WORK IN SHIFTS:

- 1) Placing empty bags in bag magazine.
- 2) Different activities involved during bagging operations.
- 3) Manual stitching of unstitched bags from bagging lines.
- 4) Ensuring smooth flow of material at weigh-pan.
- 5) Changeover of bay & bunker.
- 6) Bunker hammering if required.
- 7) Arranging empty bags bundles received from stores in godown
- 8) House-keeping activities as per requirement in shifts

#### 2. HOUSE-KEEPING ACTIVITIES INVOLVES:

- 1) House-keeping of Bagging machine area.
- 2) House-keeping of ITW line during shifts.
- 3) House-keeping of bay area if required
- 4) House-keeping of weigh-pan area
- 5) Reports delivery in 1st shift
- 6) Recovery of torned bags from loading points and area cleaning
- 7) House-keeping of belt conveyor gantries
- 8) House-keeping of bucket elevator area
- 9) House-keeping of truck loading area
- 10) Shifting of off-spec material
- 11) Shifting of empty bags from stores and arranging the same.

### 3. NOTE: -

- 1) The job mentioned above are indicative and the list can be added /deleted as per STL requirement.
- 2) In case of the services not being satisfactory, appropriate penalty deduction at the discretion of our Job co-ordinator will be recovered from your monthly bill.
- 4) As already stated, the services need to be provided on all the days of the month. You will not charge extra charges to STL for providing the services on Public Holidays.
- 5) In case of laxity of efforts on Tenderer/ Contractor, resulting into failure to complete the job neatly &/or timely the same will be completed by STL through its internal sources / by appointing another Contractor for the same and such extra expenses incurred by STL will be recovered from the monthly compensation payable to the Contractor.
- 6) All Other Terms and Conditions are as per our Agreement with you.
- 7) Penalty deduction as per twice the Pro-rata rate for absenteeism and unsatisfactory services from the monthly bill will be deducted.

Total requirement per shift is 11 mandays in addition to 2 persons in General shift  
Hence total requirement for 35 Mandays.

### **NPK Plant**

Raw material unloading & conveying system Housekeeping activity in conveyor gallery  
Spillage recovery  
Lumps/foreign material removal from spillage /charging material  
RM sample collection as an when required  
Other activity as instructed by shift incharge

Scrubbing section including ANS Defoaming /coating drum handling/ charging  
Fans flushing  
Drainage cleaning  
Sump pit cleaning  
Sump pump strainer cleaning  
Pipe line dechocking  
Helping to operator  
Other activity as instructed by shift in charge  
Sample point dechocking on regular basis

Recycle & Granulator section Grizzly cleaning  
GR discharge chute cleaning  
Chain mill cleaning  
Magnet cleaning (Lump crusher, dryer exit conv., chain mills)  
Recycle conv spillage material recovery  
RM hopper feeder spillage material recovery  
RM hopper cleaning  
Dedusting line cleaning  
Other activity as instructed by shift incharge  
Screen and cyclone cyclone cleaning, cyclone separator cleaning  
screen pan feeder cleaning  
screen spillage recovery  
duct cleaning  
Polishing screen cleaning and its pan feeder cleaning  
product elevator chute cleaning  
polishing screen bypass duct cleaning

cooler and coating section coating spray nozzle cleaning  
coating spillage cleaning  
product spillage clearing  
coating drum handling and charging  
ammonia separator oil recovery and cleaning  
lubrication shifting  
raw material handling six way diverter and spillage cleaning,  
Reversible belt spillage recovery  
Phos unloading area and offsite area cleaning, house keeping,  
All other jobs as per the instruction by S/I  
Pump strainer cleaning.

Total manpower per Shift basis 14 person , Total - 42 manpower , GS- 8 manpower  
Total - 50 manpower

### LDAN and ANP Plant

Service code for hiring manpower supply for house keeping in AN/ANP plant

S.No Scope for LDAN plant

Services required from vendor.

- 1 Charging of LDAN coating and preparation of pororissig batches
- 2 prilling tower wall washing & hopper washing
- 3 collecting of AN offspec material from LDAN dry section and its recovery shift wise.
- 4 Recovery of offspec material received from AN bagging
- 5 LDAN dry cleaning activity during shutdown and preventive cleaning.
- 6 P474 pit and trench cleaning
- 7 grizzly cleaning during plant running
- 8 cleaning of all inlet outlet pipes by hammering.
- 9 equipment washing with water during shutdown of plant.
- 10 GP plant floors cleaning wiping
- 11 Red yellow drums emptying out daily.
- 12 Lubrication help to maintenance persons.
- 13 All equipments dust removal during shift working
- 14 Ducts cleaning in LDAN dry section.

STL Scope

- 1 STL will provide water free of charge
- 2 STL will provide tools tackles required for performing the housekeeping jobs.
- 3 STL will provide acid proof suits for acid handling jobs

Safety Aspect

1 Vendor should provide all the safety gears to contract persons.(safety helmet,shoes,goggle,gloves,gum boot ).Person not following safety will not be allowed to work in plant.

Service code for hiring manpower supply for house keeping in AN/ANP plant

Scope for ANP plant

Services required from vendor.

Collection of scraper descaled material , filling it in the bags & shifting near to ANP recovery vessel as instructed by field operator / shift in charge.

Collection of ANP recovery material from plant area ,filling it in bags & then shift it near recovery vessel as instructed by field operator / shift in charge.

Lifting of ANP recovery material from base to tank top by standing on stair case

Charging of ANP recovery material in ANP recovery vessel, as instructed by field operator / shift in charge.

Removal of empty bags ( generated after recovery ) from recovery area , cleaning of this bags & then store it in designated place.

During acid wash cleaning of recovery vessel manually to remove debris & non recoverable material.

Cleaning of Scraper arm deposition every day.  
 Cleaning of ANP scraper grizzly every day after scaper descaling.  
 Collection of ANP off spec & recovery material from ANP silo area.  
 Filling of this collected material in bags & to load it in payloader / forklift then shift & unload at ANP recovery area.  
 Helping in non routine activities like ANP panic pit cleaning , in case of emergency unloading the defoamer drums during in shift hours.  
 Collection of dust debris & dert removed from ANP recovery vessel, plant pits & same to be filled in old torn bags & same to be shifted to designated area.  
 Cleaning of vessels during s/d like R-303, V-313, V-314, R-302, C-303, & C-304, manually.  
 Helping to maintain persons for lifting heavy equipments during non general shift hours & on weekly off of general shift. As instructed by shift incharge.  
 Shifting of ANP offspec material in NPK plant.  
 ROV cleaning and filling of offspec powder and shifting to designated place.  
 shifting of raw material from stores to plant location.  
 ANP plant floors cleaning and wiping out floors removing dust from machines.  
 storm drian ingress material removal process drain & pit cleaning.  
 charging coating ,antifoaming.  
 Cleaning of torned bags before disposal  
 Coating antifoaming drums cleaning  
 Removal oil layers from pits.  
 segregation of scrap material collected from plant.  
 cleaning of coating area and coating spillage collection.  
 staircase sweeping of stami wet and priling tower  
 External cleaning of vessels  
 rubber hose shiting as instructed by plant persons and rolling when work completed.  
 daily report delivery to dispatch/administration reports,attendance sheet,stores slip.  
 Monthly soaps and stationary collection from stores  
 daily time sheet leave cards sending to time office.  
 special samples delivery to lab.  
 Vessel entry cleaning in some shutdowns  
 Water soluble run scrapper floor complete cleaning drums d301,d302 descaling,vessel cleaning R303.  
 During acid wash cleaning of all equipments inlet/outlet chutes. elevators boot  
 STL Scope  
 STL will provide water free of charge  
 STL will provide tools tackles required for performing the housekeeping jobs.  
 STL will provide acid proof suits for acid handling jobs  
 Safety Aspect  
 Vendor should provide all the safety gears to contract persons.(safety helmet,shoes,goggle,gloves,gum boot ).Person not following sa fety will not be allowed to work in plant.

Total Manpower 6X3 +1 = 19

NPK Bagging Plant -	36 Nos
ANP/AN Bagging Plant	-35 Nos
NPK Plant	- 50 Nos
ANP/AN Plant	19 Nos
Total	-140 Nos

## **Commercial Terms and Conditions**

1. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.
2. Payment Terms: Monthly one R.A (Running Bill) Bill within 45 days from date of invoice
3. Validity of the contract: 2 Year from the date of receipt of PO/LOI. The contract may be extended by another 6 months with the same rates if the quantities are not fully utilized. Even after extension of the contract if the quantities are still not fully utilized then the contract will be terminated by STL.
4. Taxes and Duties: Taxes and duties will be paid by STL as per government notifications
5. Security Deposit:: - 10% of basic order value will be retained by STL or equal amount of Bank Guarantee to be submitted by the contractor or will be deducted from Tenderers First 3 Monthly Bills against this contract and NO INTEREST will be payable by STL on the said this amount and it will be refunded to you only after expiry of the contract subject to deduction of any.

### 6. Force Majeure condition:

The term force Majeure as employed herein shall mean without limitation acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood, Pandemic, Disease, Draught and any Acts and Regulations of respective Governments of the parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable to perform as aforesaid thereby, shall notify the other party in writing within 72 hours, with full particulars and satisfactory evidence support of its claim. Time for 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. In the event the force majeure continues for longer during, then both the parties shall mutually decide on continuation of the contract.

### 7) Jurisdiction:

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

### 8) Arbitration:

Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of

Arbitration (ICA) or any enactment or amendment thereof. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

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

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

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

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

Any loss incurred by the Company in this respect will be on Suppliers/ vendor's account.

10) Job Controller – Mr.Manojkumar Gupta for Bagging Plant and Mr Ashish Jaiswal- for NPK Plant and Mr Harish Ingle - for ANP/AN Plant of STL shall be the job controller.

11) 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.

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On Contractor's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by STL or any other Public Sector / Govt. / Quasi-Govt 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 Contracts engaged in Mumbai with Avg value of Contract:

(Signature of the Contractor & Seal)

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(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 Authorized 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)