



**SMARTCHEM TECHNOLOGIES LIMITED**  
Registered office : Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra  
Plant at : K-1, K- 7 & 8, Taloja MIDC Industrial Estate, Raigad, Maharashtra

**Tender for Deploying Battery Operated Forklifts at K-1, K-7 & K-8 Plants for period of 3 Years.**

**Tender Ref : STL/ BATTERY-OPERATED FORKLIFT/ K1-K7-K8/ AUG/ 2022-23 Dated 27.08.2022**

Sealed tenders are invited from professionally competent service providers of Material handling Equipment's, for deploying Battery Operated Forklifts at K1, K7 & K8 Plants, Taloja MIDC Industrial Estate, Taloja, Dist: Raigad.

The requirement of Battery-operated Forklifts on contract basis, as per scope of works given in detail in this tender document, is summarized as given below: -

3 MT Capacity Battery Operated Forklifts along with Forklift operator to be available for round the clock operation (each shift of 8 hrs) in following plant locations: -

- a) 2 Nos at NP + LDAN Bagging in K1 plant – Capacity 3 MT
- b) 5 Nos at LDAN + HDAN Bagging in K7-K8 plant – Capacity 3 MT

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. Nilesh Deshmukh or Mr. Krishnakant Kulkarni, M/s Smartchem Technologies Ltd , at Plot K – 1 MIDC Industrial Area, Taloja, 410 208, Dist. : RAIGAD

**Stage I Bidding**

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

Sealed Envelope–II: Earnest Money Deposit (EMD) for amount of Rs. 200000/- & Price bid  
(Please be guided with Annexure I on EMD clause)

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



**Stage II Bidding (Price bid)**

Tenderer will submit the price bid online as Request for Proposal (RFP) through the platform provided by - 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 along with requisite document as mentioned in pre-qualification criteria and EMD & every component & hand delivered/ couriered sealed envelopes to the authorized signatory in Purchase Department of the Company latest by 07.09.2022

All the above documents should be handed over/Couriered to Mr Nilesh S Deshmukh or Mr. Krishnakant Kulkarni (AGM- Purchase) Phone: 022-5068 4116 and 022-5068 4117 representative of STL.

**The Sealed envelopes should be hand-delivered/Couriered to the following address: -**

**Mr. Nilesh Deshmukh or Mr. Krishnakant Kulkarni**

Smartchem Technologies Limited.

Plant K-1, MIDC Industrial Area, Talaja-410208, Dist.- Raigad (MS)

Contact: 0225068 4116 /0225068 4116/ 9096016581

E-mail : [nilesh.deshmukh@dfpcl.com](mailto:nilesh.deshmukh@dfpcl.com) / [krishnakant.kulkarni@dfpcl.com](mailto:krishnakant.kulkarni@dfpcl.com).

Last date for receipt of completed and sealed tender: 15:00 hrs of dated 07.09.2022

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

**E Reverse Auction/Dutch 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 Reverse Auction/Dutch 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.



**SMARTCHEM  
TECHNOLOGIES  
LIMITED**

In case of any technical queries, you may contact our Job Controller

Mr. Christopher Dias For K7, K8 Plant Telephone No : 022-2741 3042 and  
Mr. Manojkumar Gupte For K1 Plant Telephone No : 022-5068 4277

For commercial queries, you may contact

Mr Nilesh Deshmukh and Tel. No. 022 5068 4116  
Mr. Nilesh Lute, Tel. No. 022 5068 4117

Thanking you,

Yours faithfully,  
For Smartchem Technologies Limited

Srikanta Behara  
Authorized Signatory.



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**ANNEXURE – I**

**1.0 General Terms & Conditions for Tender Submission-**

- A. Earnest Money Deposit of Rs. 200,000/- (Rupees Two lacs only) in the form of Bank demand draft will have to be submitted in favor of M/s Smartchem Technologies Ltd. Payable at Mumbai, drawn on any nationalized bank or any reputed private banks, like IDBI, Axis Bank, etc. The same should be submitted along with tender document. The Earnest Money Deposit will not carry any interest. 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 bid self-certified documentary evidence for the following:
- 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company/LLP.
  - 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 for professional Tax.
  - 6] Registration certificate under Maharashtra Labor Welfare Board.
  - 7] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
  - 8] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
  - 9] ISO Certification holder: Name of certification: -----Validity : ----- (Attested Copy to be enclosed)
  - 10] Organization Chart: Executive -----, Technical Staff----- (Attested Copy to be Enclosed giving the details)
  - 11] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
  - 12] Audited annual Turnover: for last three Financial Years.
  - 13] List of similar jobs carried out in other company.
  - 13] Client List:



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

- D. STL 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 connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiting of EMD.
- 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. 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.
- H. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation. (However, this is subject to deviation that will impact commercial value of the contract & such deviation may be added separately & marked appropriately).
- I. If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
- J. Not more than one tender will be submitted by one Tenderer for the same work.

**2.0 Instruction For Submission of Tender:**

- a) The Tenderers are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender. If the Tenderer does not visit the site it is presumed that he has knowledge of the site. No excuse will be entertained by the Company that tenderer has not visited the site before quoting the tender.
- b) The Tenderers are advised to thoroughly understand the complete scope of work document including the Annexures before submitting their bid.



- c) 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 who are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.
- d) The Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing about tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.
- e) The work may be split up between two or more Agencies or accepted in part and not in entirety, if considered expedient at the sole discretion of Management of Smartchem Technologies Ltd (STL).
- f) Submission of a tender will be conclusive evidence to the fact that the Tenderer has fully satisfied himself as to the nature and scope of work to be done, procedures for issue of materials, conditions of contract, local precautions & statutory compliances to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
- g) It will be obligatory on the part of Tenderer to sign the documents for all the component part on each and every page.
- h) The Forklift operators / drivers and / or any other persons to be engaged by the Vendor for providing Battery Operated Forklifts will be the employees of the said vendor. This shall not create nor shall it be deemed to create any employer-employee relationship between STL and such vendor / workmen and the persons engaged by the Vendor. The Vendor / Workmen shall not claim any right for employment in STL, they shall always be employees of the said vendor / contractor. This fact should be made known to them in clear terms.
- i) The Vendor / Contractor shall make payment of wages as per prescribed under the law to its employees deputed under this contract latest by 10th of each month and provide copy of the same to STL. No Bidder is allowed to bid below the current minimum wages applicable
- j) The Vendor / Contractor shall raise bills on fifth day of each month for the services rendered in the previous month as per relevant statutory requirements.
- k) The Vendor / Contractor must go through the relevant Annexures on Statutory Rules which are mandatory on them to be followed regularly.
- l) The successful Tenderers shall be required to execute formal agreement with STL within thirty days of the issue of the offer and shall start contract on scheduled date as specified in the offer.

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

At any time prior to the deadline for submission of bids, STL or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT



and the amendment will be binding on them. To afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

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

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

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

The amount of earnest Money shall be deposited in the form of bank demand draft drawn on reputed public sector bank or reputed private bank only). The EMD should be in the name of M/s **Smartchem Technologies Limited payable at Panvel/Mumbai**. The EMD will be forfeited in the event of the Contractor failing to commence the work within a 30-day period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be Returned to the bidder after the commencement of the work and 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.

#### **6.0 Right of Acceptance & Rejection of Tender:**

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

#### **7.0 Validity of Bids:**

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

### **8.0 Procedure of Reverse/Dutch Auctioning: -**

1. **Reverse Auction:**
  - a. 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. Opening Price displayed on screen is evaluated price to STL for all the items mentioned in price bid. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.
  - b. Auction shall be for a period of 30 minutes or as per STL requirement, whichever is higher. If a Tenderer places a bid in the last 2 minutes of closing of the Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 2 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last 2 minutes. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last 2 minutes of closing of Auction, the auction shall get closed automatically without any extension. However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
  - c. **Dutch auction** – Incremental auction. Auction will start with start price and bid value increases per minute in fixed interval. Bidder has to continuously watch the current bidding price and the bidder who accepts the price will emerge as successful bidder.
  - d. After the completion of Auction, the Closing / Final Price (CP) shall be available on auction screen.
  - e. 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
  - f. Placement of order on the conclusion of Auction 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.



- g. It shall be the prerogative of STL to offer the Final / Closing Price of Auction to the other bidders for matching in case STL decides to have more than one supplier.
- h. The Tenderer shall be assigned a Unique User Name & Password by STL. The Tenderers are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from STL. To ensure confidentiality. All bids made from the Login ID given to Tenderer will be deemed to have been made by them.
- i. 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.
- j. STL'S decision for award of Contract shall be final and binding on all the Tenderers.
- k. STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.



**Contractor's Pre-qualification:**

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

- a. Only professionally competent contractors should participate in the Tender.
- b. The contractor should have a minimum Annual Turnover of Rs.30.00 Cr., including group companies.
- c. The net-worth of the bidder should be positive during the preceding financial year.
- d. The contractor should not have any record of being de-barred or blacklisted by any State / Central Govt. Dept. / any public / private organization. Compliances with the provisions all the personnel related statutes (and the corresponding rules framed under these various statutes) as may be applicable including, but not limited to statutory compliance like registration under ESIC Act, PF Act, Labour Code, Contract Labour Regulation and Abolition) Act, 1970, GST and other statutory compliances to operate / do business in India. The tenderer should carefully go through the Safety related rules as applicable in STL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- e. The tenderer should have minimum 10 years of experience in contracting the referred services in a similar industry of good industrial repute.
- f. Should be able to handle any local matters
- g. The contractor should have a valid MSME registration, if applicable and a copy of the same should be sent along with the tender document.
- h. 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.
- i. List of clients of the Company/Firms. Similar work completed during last five (5) years and details of similar ongoing works. Details of manpower owned technical and staff submitted along with the tender. List of requisite tools & tackles, equipment. (Attested Copy to be enclosed)
- j. The tendered have to provide the supporting documents for above mentioned prequalification criteria.



## **Scope of works at K1 Plant.**

### **Requirement of Battery-Operated Forklifts on contract in K1 Plants at Talaja Works.**

- 1) The contractor should provide 2 nos. battery-operated forklifts of min. 3 MT capacity of these 1 will be deployed in NP Bagging area & 1 in LDAN bagging area. The Forklifts should not be older than 3 years from the manufacturing/ original purchase date (It is to be proved with valid documents).
- 2) All the forklifts in Bagging area should be of low mast boom so that it can go inside a container for loading material in it & should be useful for loading standard trucks also.
- 3) The contractor must provide 3 skilled drivers in each shift for each forklifts independently on round the clock basis. For 3 shifts of 8 hrs on all the days.
- 4) The maintenance and repairs of the Forklifts shall be in contractor's scope.
- 5) The sufficient spare batteries will be arranged by Contractor to meet continuous operation.
- 6) The contractor must ensure availability of all the two forklifts at all times. Stand by forklift should be made available by the contractor within 2 hrs in case of breakdown of any forklift, failing which, appropriate deductions shall be made from contractor's bill.
- 7) STL will provide charging point for Batteries at suitable location.
- 8) The drivers should have proper & valid driving license. The forklifts should have proper registration, insurance, fitness certificate, etc. as per Motor Vehicle Rules.
- 9) The spares required for maintenance shall be purchased by contractor from authorized dealers only.
- 10) All legal formalities will be taken care by the Contractor viz: Insurance / minimum wages act / PF, load test of vehicle, PUC etc.
- 11) The forklifts are to be operated in godowns. Due care must be taken by the drivers to ensure that there is no damage to equipment, machinery & material handled due to movement of forklift. Cost of any damage caused by negligence of the driver will be recovered from the contractor. No oil spillage from the machine is permitted inside the godown & if it takes place, machine should be removed from the service & the area shall be cleaned by contractor immediately.
- 13) All the tools & tackles required for repairing / maintenance of the machines will have to be kept by the contractor.
- 14) Requirement of Forklift considered for NP & AN: 365 DAYS/YEAR.

### **Following are the jobs to be done.**

- 1) The forklift will be required to handle empty pallets, empty bags, loaded pallets from various locations as indicated by job co-coordinator.
- 2) The forklift will be required to move 1 MT bulk bag also as & when required. This will



involve loading of this bag into truck by travelling over a ramp and unloading of the same if required.

- 3) The forklift will be required to carry empty pallets from godown up to palletizer, retrieve loaded pallets and stack those in godown as indicated by job co-coordinator or his representative or load the same into trucks & retrieve the emptied pallets from trucks and keep it in indicated place for re-use.
- 4) Moving of empty bags on pallets from empty bagged godown to AN & ANP bagging area.
- 5) Collect empty pallets from truck loading area or other places & load it on palletizer.
- 6) Shifting of torn / rejected bags from bagging area to designated areas as indicated by job Co-coordinator.
- 7) Due care should be taken by contractor to protect forklift & its batteries during monsoon season for continuing all required outside activities un-interruptedly.
- 8) Other miscellaneous work, as per instruction from job co-coordinator.

**NOTES:**

- 1) Document of Registration for each Forklift should be submitted after receipt of confirmation / LoI / Purchase order from STL.
- 2) Forklift testing certificate should be furnished.
- 3) For services not required for more than 7 days (due to shut-down of plants) demobilisation of forklift will be done on notice of 01 day (by STL) and remobilisation will be done within 03 days notice (by STL).
- 4) Drivers should be deployed with valid license and required skill.

**STL'S SCOPE OF SUPPLY:**

- 1) Water & Electricity - free of charge.
- 2) Required space for forklift parking.
- 3) Storage place for keeping tools and spares.

**CONTRACTOR'S SCOPE OF SUPPLY:**

- 1) Provision of above forklifts with their drivers as per the instructions of our Job Co-coordinator.
- 2) Tool box with required tools.
- 3) Required spares to be stored.
- 4) Diesel to be refilled as and when required. However the batteries of all the forklifts should always be charged and in functional condition at all times.
- 5) Providing PPE like safety shoes & safety helmets to forklift operators.

**JOB CO-ORDINATOR: MR. MANOJKUMAR GUPTE**



## **Scope of works at K7/K8 Plant.**

### **Requirement of Battery-Operated Forklifts on contract in K7/K8 Plants at Taloja Works.**

1. The contractor should provide 5 nos. battery operated forklifts of min. 3 MT capacity . The forklifts should not be older than 3 years and all the forklifts should be roadworthy. These forklifts should have a provision for fitting Cascade make Push-pull attachments. These attachments will be fitted, maintained and serviced by the Forklift provider. These forklifts will be used for Bagging & Loading / Unloading operations at K7 & K8.
2. All the forklifts should be of triple mast boom so that it can go inside the containers for loading / unloading.
3. The contractor must provide competent drivers & helpers for these forklifts on round the clock basis in 3 shifts of 8 hrs. each. For supervision the contractor must ensure deputing supervisor.
4. The maintenance and repairs of the machines shall be in Contractor's scope.
5. The availability of sufficient spare batteries is to be ensured considering charging time and continuous operations. Electric power supply and charging points are to be provided by STL.
6. The contractor must ensure availability of all 5 Forklifts in healthy condition always. Standby forklift should be made available by the contractor within 2 hrs in case of breakdown of any forklift, failing which appropriate deductions shall be made from the Contractor's bill. Contractor must ensure that the forklift will be available for 24 hrs. for use.
7. All the forklifts must have in - built safety of vehicle and operator along with reverse horn.
8. The operators should have proper valid driving license. The forklifts should have proper registration, insurance as per Motor Vehicles Rules.
9. The forklifts are to be operated in an operational plant and warehouse. Due care has to be taken by the drivers to ensure that there is no damage to equipment, machinery, material and human due to movement of forklifts. Cost of any damage caused by negligence of the driver will be recovered from the contractor.
10. All the tools & tackles required for repairing / maintenance of the forklifts will have to be kept and undertaken by the contractor.
11. Following are the jobs to be done:
  - a) Handling of Jumbo bags
  - b) Handling of filled pallets of 50 kgs /25 kgs packing
  - c) Lifting, shifting, loading / unloading of empty bags, wooden pallets etc.
  - d) Shifting of material to plant for re-process, if required.
  - e) Any internal shifting within warehouse & plant as per instruction of job coordinator.



12. Uniforms are to be provided to the contractor's personnel.
13. Operator should maintain shift wise log sheet mentioning availability hours of Forklifts during the shift which will be certified by STL. Monthly invoicing is to be done by the contractor with correct GST number.
14. The contractor has to provide competent drivers & helpers for these forklifts on round the clock basis in 3 shifts of 8 hrs. each. For supervision the contractor has to provide 1 supervisor in General shift
15. Penalty Clause : Refer Penalty Clause
16. Daily Routine maintenance clause as suggested by our Job Co-ordinator.

**JOB CO-ORDINATOR: MR. CHRISTOPHER DIAS**



## **TERMS AND CONDITIONS SPECIFIC TO THIS CONTRACT**

### **5.1 Safety Aspects :**

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

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

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

ISI marked antifog goggles to be provided of any standard company

If any deviation noticed, then the company will provide the helmet and safety shoes and will deduct the landing cost at actual incurred by company. After repetitive incidents of violation of safety PPES by vendor, serious penalty amount will be deducted from vendor's invoice as per safety requirement. 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. Tenderer/ 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 Tenderer/ 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) Tenderer/ Contractor shall deploy Safety Supervisor for the manpower conditions more than 20 CL and 30 CL
- 6) Tenderer/ Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from STL Maintenance In charge . Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
- 7) Safety Work Permit will be issued by Tenderer/ 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.

## **5.2 Safety Training**

- 1) The Vendor / Contractor has to deploy experienced, trained, and skilled forklift operators and ensure that they are completely familiar with hazards & safety precautions
- 2) Safety training will be given by STL Safety officer to all manpower reported on duty. Vendor / Contractor 's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all Vendor / Contractor s' employees. Every Vendor / Contractor 's employees will maintain safety certificate copy with him for the period of work inside the factory/ work site of STL. The certificate will be valid for a period of six months from date of issue. On expiry of validity, Vendor / Contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.
- 5) The site staff, Forklift operators and Drivers 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.
- 6) 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.
- 7) The contractor shall make himself and all his forklift operators 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.
- 8) It is the responsibility of the contractor to ensure good housekeeping at work site. The left over scrap material after repairing of forklifts to be removed immediately from the work place to avoid accident and work area shall be kept tidy.



- 9) Shift relieving system at work place to be followed. Person should not leave workplace without permission of shift Incharge – Bagging plant.

### **5.3. Accidental Reporting**

- 1) Safety of the worker/s is essence of the contract.
- 2) Any unsafe condition noticed by the Tenderer/ 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 Tenderer/ Contractor within 4 hours, with cause of the incident.
- 4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Tenderer/ Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Tenderer/ Contractor to make available in time the best treatment to its worker at his cost/insurance. STL shall not be responsible for the same.

### **5.4 Safety performance**

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

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

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

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

Vendor / Contractor will comply with all labour and other statutory laws applicable from t time to time. All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra and Central Rules, Employees State Insurance Act with Rules & Regulations, The Maharashtra Workmen’s Minimum House Rent Allowance Act, 1983 with Rules 1990, The Payment of Bonus Act, 1965 with Rules 1975, Factories Act with Mah. Rules, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum



Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act and Rules made thereunder etc. and such other acts which are in force or which may come in force during the subsisting of the contract, should be adhered to by the Tenderer/ Contactor and such other rules/ regulations/laws made applicable from time to time.

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

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

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.

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

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

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



## **6.02 MEDICAL EXAMINATION:**

Vendor / Contractor should ensure that all the forklift operators deployed on said contract job at STL's site should 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.

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

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

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

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

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

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

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

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

EACH PERSONNEL SHOULD USE REQUIRED PERSONAL PROTECTIVE EQUIPMENTS (PPE) AS PER JOB (MINIMUM: SAFETY SHOES, CANVAS GLOVES, WELDING FACE SHIELD ATTACHED WITH HELMET, SAFETY GOGGLES) FOR WORK AT HEIGHT EACH PERSON SHOULD USE INDIVIDUAL SAFETY HELMETS WITH TWO LIFELINES (IN GOOD CONDITION).



### **6.03 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:

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

Ensuring barricading in the area while work is in progress by contractor

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

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

**BIS certified** – Yellow colour safety helmets with Test certificate worn by contractors /contract workmen.

Contract safety officer shall conduct training for all contract employees as per guideline given by STL 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 STL regulations and will provide proof to the effect. The contractor's personnel shall participate in any additional training, which may be provided by STL. 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 STL 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 STL 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 STL 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 STL 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.

### **6.04 Schedule of penalties for safety violations**

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



EHS PENALTY MATRIX		
No.	EHS Offence / Misconduct	Penalty Amount
1.	Failure to wear PPE / Improper use of PPE.	Rs.250 / Incident if PPE is supplied but not worn by the workmen. Rs.1000 / Incident if PPE not provided by the contractor.
2.	Not attending EHS meeting or any other Safety Program or Function.	Rs.200 / Incident
3.	Failure to submit EHS documents (EHS plan, work method statement, Emergency plan, and Risk assessment, JSA, within the stipulated period.	Rs. 500 / Incident
4.	Failure to submit report on incident / accident and near miss within the stipulated time.	Rs. 500 / Incident
5.	Misuse / damage to property / equipment / infrastructure.	Rs.1000 / Incident and in addition contractor to pay for the cost of items repair.
6.	Poor housekeeping and improper stacking of materials at Contractor shed and during & after completion of job in plant.	Rs. 500 / Incident
7.	Use of equipment without Inspection tag or its unauthorized use and alterations.	Rs.1000 / Incident & immediate rectifications
8.	Use of damaged or uncertified lifting tools and Tackles.	Rs.1000 / Incident & immediate rectifications
9.	Unsafe Act / Condition	Rs.500 / Incident & immediate rectification.
10.	Failure to provide for and use unsafe working platforms, means of access to the work place, where work is required to be carried out beyond a person's normal reach.	Rs.1000 / Incident & immediate rectifications

11.	Allowing fall of material from height or throwing materials from height or not barricading dangerous zone on ground or not providing signage to warn.	Rs. 2000 / Incident
12.	Working without work permit Violation of work permit / work instructions	Rs. 2000 / Incident Rs. 1000 / Incident And Immediate rectification
13.	Adopting unsafe tapping / connections / termination of electrical lines or use of defective electrical fittings to be submerged in water or not providing ELCB / RCCB / RCBO	Rs. 2000 / Incident & immediate rectification
14.	Environmental incidence (spillage / Leakage, high noise / unabated dust in work environment)	Rs. 2,000 / Incident and in addition contractor will pay for the cost of cleanup and other incidental expenses.
15.	Failure to dispose of waste as per approved DFPC / STL practices	Rs. 1,000 / Incident and in addition contractor will pay for the cost of cleanup and other incidental expenses.
16.	Minor incidence / Serious deviation - Repetition of safety rule deviations, use of defective tools / tackles / equipment / PPE, Unsafe act / condition may result into serious injury.	Rs. 10,000 / Incident
17.	Major Incidence - Case of Reportable accident / Fatal Accident.	As decided by STL, depending upon the nature & scope of works.



### **6.05 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.

### **6.06 Duty Timing / As per instructions of the job co-ordinator**

07.00 AM to 15.00 PM

15.00 PM to 22.00 PM

22.0 M to 07.00 AM

### **6.06 Housekeeping: -**

The vendor / contractor shall maintain the cleanliness of the areas of their respective works at STL's site. 25% of bill value will be deducted if cleanliness is not maintained properly.

### **6.07 Assignment or sub-letting of contract.**

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

### **7.0 STATUTORY COMPLIANCE: -**

Contractor Will Comply with all statutory regulation like payment as per minimum wages bonus, Labour Welfare Fund, Leave wages, PF,ESIC, maintaining requisite records viz various registers and submitting the same to P & A department, Whenever asked for by STL,in case of comply with the regulations, appropriate deduction will be made from your bills, in addition to penalty deductions as agreed.

#### **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 pay slip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
3. In case more than 49 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.
14. UAN Number is mandatory for making gate pass.

**(B) Procedure to be followed by the contractors during the work period.** Documents / Registers / Challans to be maintaining & photocopies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month.



- 1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the workers.
- 2) Monthly wage to all contract 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.

Tenderer/ Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. STL has right to hold the bill for any particular month if the Tenderer/ Contractor has not complied with the mandatory statutory compliances. The Tenderer/ Contractor shall always keep 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 made applicable or might come in force from time to time by the concerned authority. STL shall not be responsible for the same.

**(F) INDEMNITY -**

Without prejudice to any other provisions in these conditions, the Tenderer// Contractor shall be bound to keep STL, its Directors, any representative, employee, agents, 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 Tenderer/ Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Tenderer/ Contractor or such representative of the



Tenderer/ Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Tenderer/ Contractor and if, STL has to take-over the liability, STL shall deduct all amounts arising out of such liabilities from the Security Deposit or from the running account of the Tenderer/ Contractor or from any other amount due and payable by STL to the Tenderer/ Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to STL.

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

- I) Supervision of work, quality of material used, method and process of working, conduct and behavior of its employees, immediate and long-term safety of its personnel and agents deployed by it, from time to time;
- II) Any liability, claim for damages or compensation, or any other action arising out of any accident, mishap arising from any negligent act or omission of Vendor / Contractor , sub-contractors, its or their personnel, agents or representatives;
- III) Compliance with health, safety and environment procedures and norms prescribed by competent authorities and STL from time to time,

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

**(G) TENDERER/ 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 Company's job-controller observes non-compliance by the Contractor in complying with provisions of labour statutes and specific Acts relevant to the Tender/ Contract, Company shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the Company is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, 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.

**(H) CONFIDENTIALITY -**

Both during the continuance of this Agreement and 5 (five) years 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. If any unpublished price sensitive information is disclosed by the Company the Contractor and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

**(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.

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”.

**(N)Dispute not to hold up works:**

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



## ANNEXURE - II

### EHS REQUIREMENT / INSTRUCTION FOR THE CONTRACTOR

APPLICABLE FOR ALL JOB WORK UNDERTAKEN AT K1, K7, K8 PLANT AND JNPT OF SMARTCHEM TECHNOLOGIES LTD. (STL)

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

#### **GENERAL REQUIREMENT:**

1. Medical exam and Safety training to the contract employees before issuing the gate pass with stamp (Green colour triangle) – Will be done by STL
2. Nomination of safety officer / representative by the contractor.
3. Engage / depute competent manpower as per nature of job. Periodic EHS training shall be provided by Contractor's supervisor and records shall be maintained. Daily tool box talk shall be given before starting the job activities.
4. Maintain your EHS performance in "**Rating A**" as per Company's evaluation methodology failing to which your contract may be terminated / not renewed.
5. If in doubt about job requirement immediately consult job coordinator / Field Executive in that area.
6. Submission of the valid test certificate of tools-tackles & equipment by the contractor to concerned dept.
7. Checking and certification of the equipment / tools (PPE, Portable electrical equipment, Welding machine, Gas cylinder, Lifting tools and Tackles, cranes, hydra, forklift etc.) while entry in the plant and periodic checking of tools by EHS & user department (Mechanical / Electrical / Civil / Instrumentation etc.).
8. All temporary electrical extension board shall have armored / Screened cable. Extension board shall have proper plugging arrangement with individual RCCB / ELCB. Joint cable shall not be used at work site for portable equipment and extension board. For avoiding overloading proper rating MCB's shall be incorporated as per equipment rating in distribution board in co-ordination with RCCB/RCBO.
9. All portable electrical appliances / tools should be equipped with local RCCB / ELCB for personal protection and Overload trip devices for equipment protection & to be certified by STL Electrical Dept. prior to take into company premises and periodic checking of equipment.
10. Any vehicle used by the contractor shall be free of defects / leakage and in good condition with valid papers of vehicle, Driver license and PUC and checked at main gate for its intended use by concerned dept / security dept / EHS dept.
11. Provide & use of ISI marked personal protective equipment (PPE) like Yellow colour safety helmet, two lanyard Full body harness (Safety belt), safety shoes, face shield / goggle etc. Also provide and use other job specific PPE as per nature of job.



12. For cutting set - Use of good condition wire mesh cover / braided hoses (Maroon hose for the Acetylene and Blue for the oxygen cylinder), proper clams, four flashback arrestors (two at cylinder side & two at nozzle side) and two stage regulator. Trolley with chain arrangement to transport the cylinders.
13. For welding set – Use of good condition continuous use type welding machine with proper lugs and close loop earthing arrangement to the point of welding job. Welding machine & cables (Copper cable) should be of IS standard as per requirement ( e.g. for continuous use type) & to be certified by STL – electrical Dept
14. Use of good condition tools / equipment / machinery as per nature of job and immediate replacement of defected tools / equipment / machinery whenever identified by contractor / Concerned dept / EHS dept.
15. Do not enter into plant area other than assigned job area
16. Do not drink / use water from plant area tapping / piping. Use only Drinking water / cooler fixed at various location
17. Only follow the pedestrian road & identified road crossing area to enter into plant area.
18. Up keeping of healthy and hygienic work environment at and around the work place (Housekeeping at the work place, use of dustbins, use of urinal and toilets etc.).
19. Visitor card holders are not allowed to work into premises.
20. Call on emergency number 100 / 101, Fire station- 3085, Control room – 3050, 3060 to inform about any incident like fire, chemical leakage and accident.
21. On hearing the emergency siren/receiving information; Stop work in safe condition and assemble at the nearest ASSEMBLY POINT. Be ready to evacuate and do not enter the site until Chief Emergency Controller gives All Clear siren.
22. “De-watering by electrical pump while excavation, no person shall be inside the excavated area while starting of electrical pump for de-watering activity”
23. There shall be luminescent amber color safety net jacket for mechanical/ civil & luminescent yellow-green for Electrical & Instrumentation.

**SPECIFIC JOB REQUIREMENT:**

1. Compliance of all applicable rules and regulations related with EHS.
2. No unsafe act, unsafe condition and horseplay shall be created while working. Ensure that because of your activity, it shall not pose any hazard / danger to your personnel / to the others.
3. Immediately report any unsafe act/ condition, near miss cases and accident to supervisor / job coordinator / EHS dept.
4. Before starting specific job ensure that you have valid work permit. Follow rules, regulations and instructions of STL personnel. Give tool box talk to the manpower engaged for specific job.
5. Use proper and good condition tools and tackles, hand tools etc. Don't use defective, broken, tampered and self-prepared tools and tackles. Always use standard, certified and tested tools and tackles





6. While handling the liquid chemical in container / carboys, keep the container / carboys in the tray and ensure no leakage. If leaking immediately contain the same and inform the STL supervisor for further action.
7. Don't obstruct the passage / staircase, Emergency exit and firefighting equipment.
8. Use of proper approach / scaffolds with ladder arrangement while working at height.
9. Use of good condition portable electric tools with plug tops.
10. Use basic personal protective equipment (PPE) like safety helmet (Yellow colour), Safety goggle and safety shoes before going for the job and other PPE as per the nature of job.
11. Ensure proper housekeeping after completion of the job and disposed of waste / unwanted / used equipment in identified bins kept in plant areas / proper way in consultation with the STL supervisor.

#### **ELECTRICAL RELATED REQUIREMENT:**

1. All welding machines & Portable electrical equipment shall be with proper detailed name plates.
2. Vendor shall arrange ELCB/RCCB of suitable rating as per equipment sizing with leakage current rating of 30mA for all domestic & Industrial portable appliances. Electrical appliances which are rated more than 63A capacity shall be given with earth leakage current protection of 100mA.
3. ELCB / RCCB used shall be of standard make. i.e SIEMENS, LEGRAND, ABB, Schneider, Havells , Legrands only.
4. Two Runs of 6 sq.mm. CU single core flexible green cable/ 16 sq.mm. AL single core flexible green cable shall be arranged by vendor as equipment earthing 2 nos. minimum with the required length of 20 meters.
5. Distribution boards shall be of IP65/IP 67 with proper stand as per attached photograph.
6. All single phase & three Phase distribution boards shall be provided with 2 no's of earthing.
7. Cables used for Three phase / single phase shall be as per equipment rating and shall be of :  
4 core armored cable in case of 3 phase – 3 wire. ( For three phase minimum 4C X 6 sq mm or 10 sqmm copper multi-strand cable shall be used  
5 core armoured cable in case of 3 phase – 4 wire. ( For three phase minimum 5C X 6 sq mm or 10 sqmm copper multi-strand cable shall be used)  
3 core armored / screened cable in case of single phase. ( For single phase minimum 3C X 2.5 sqmm multi-strand copper cable shall be used).
8. All portable 3 phase blowers / vacuum pumps/Pumps/ Heaters shall be provided with dedicated starter panel with appropriate rating of MPCB /Over load relay/power contactors etc. followed by earth leakage relay protection of 100mA.
9. All portable Single phase equipment's cable length shall have max length not be more than 3 meter.  
In any case required length becomes short then use of extension board along with armoured/screened cable is mandatory.
10. All required single phase & three phase metal clad / polyamide plugs along with necessary cable glands shall be arranged by contractor only. Cable glands used shall be of double compression with PVC hood only.



11. All welding machines & extension boards shall be provided with proper monsoon protection canopy & self-standing Stand.
12. Any contractor who is working on electrical equipment's shall have supervisory / wiremen PWD license.
13. All kind of cables shall be free from mechanical damages , Joint and twist.
14. In case of any abnormalities found STL representatives are free to reject the same unconditionally.
15. All Portable welding machines shall comply the requirements as per IS 818.
15. Welding activity to be carried out in dry condition i.e. Welder shall be in dry condition. In case of drizzling rain work to be stopped immediately unless and until there is proper arrangement like shed which can avoid moisture / rain drops at welding place.
16. To comply above pre-requisites contractor can deploy its electrician who has authorized PWD license copy.
17. All cables used for job shall be free from joints. In case joints are required, it should be through insulated Panduit lugs or insulated straight through lugs with overall insulation on each core & all cores together.
18. Any new electrical equipment being brought at site shall not be used unless it is checked & certified by STL electrical representative. This includes testing of RCCB/RCBO also. Decision of STL electrical representative will be final in this case. It will be the responsibility of contractor & STL job coordinator to get it certified.
19. Electrical equipment shall be handed over to electrical department at least one day in advance so that proper checking & suitable resource arrangements can be planned.

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

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

PENALTY – Rs. 500/- per incidence

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

PENALTY – Rs. 10000/- per incidence

Major Incidence - Case of Reportable accident / Fatal Accident.

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

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

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

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



**PERSONAL INJURIES:**

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

**INCIDENT INVESTIGATION AND REPORTING:**

The Contractor shall indemnify and hold harmless STL and/or its respective officers, agents and employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor or any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or any Subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or any Subcontractor of the Contractor.

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



### ANNEXURE – III

#### **Statutory Rules and Regulations for the contractors / Vendors**

Applicable for all job work undertaken at K7, K8 Plant and JNPT of Smartchem Technologies Ltd. The Vendor / contractor should strictly follow all the Statutory Rules and Regulations as per the norms of Smartchem Technologies Ltd (STL) :

A) The Vendor /contractor should understand the scope of works clearly.

B) The list of documents / certificates (as applicable) as required by STL are as given below should be submitted by the Vendor / Contractor. The necessary gate pass/es is/are mandatory for which the contractor should submit the following necessary documents / certificates.

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

C) The contractor should comply with all statutory regulations like payment as per minimum Wages, Bonus, Labour Welfare Fund, Leave Wages, PF, ESI, maintaining requisite records viz. various registers & xerox copies of the same should be submitted to HR Department for verification / record purpose on monthly basis before 28th of every month.

1. P.F. / ESIC paid challans alongwith ECR



2. P.T. paid Challan
3. Labour Welfare Fund challan
4. Muster Roll cum Wages Register
5. Register of Deductions
6. Register of Overtime
7. Register of Fines
8. Register of Advances
9. Attendance cum wage slip

Following documents required once in a year

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

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

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

D) In case of any non-compliance the contractor will be penalised with the double the amount payable and may even lead in termination of the contract / as per the discretion of STL Management

E) Before the mobilization of Man and/or Machine for the contract, inside the factory, the contractor should obtain necessary work permit from the concerned Job Coordinator.

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

Govt issued ID is as follows :

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

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

Vendor / Contractor should affix their company seal & signature as confirmation of their acceptance to the above terms



- g) Any acquiescence or waiver by STL, of any delay, breach or default committed by Agency shall not be deemed to be or considered as estoppel against STL, or prevent STL, from exercising any of its rights under any of the provisions mentioned in this documents.
- G) Rate Revision : During validity period of the contract there shall be no revision of the compensation payable to the Vendor / Contractor
- H) Payment:  
Bills raised by the Vendor / Contractor will be paid to the Vendor / Contractor within 45 days from the date of submitting the same with all relevant documents to the Job Coordinator. Vendor / Contractor will maintain a Muster Roll to record the presence on duty of forklift staff for each shift of the duty. Payment of the bills will be as per the Muster Roll / Biometric Attendance, which should be got countersigned every day by Job Coordinator or his representative of STL.
- I) The Vendor / Contractor shall be responsible for providing the requisite number of forklifts alongwith the operators as detailed above on round the clock basis on all days. If any operator for forklift operation falls sick avails leave or remains absent, appropriate arrangement for the substitute should be made immediately.
- J) Interest free Security Deposit of 10% of basic order value should be deposited with STL within a week from the date of issue of Purchase Order.
- K) The Vendor / Contractor and its persons employed by him at STL have no camping right whatsoever in the company's premises.
- L) The members of the staff provided by the Vendor / Contractor should be employees of the Vendor / Contractor and all disputes between the Vendor / Contractor and the Forklift staff shall be resolved by the Vendor / Contractor and shall have no bearing on STL. The Vendor / Contractor should indemnify any claim, title indebt, cost, damage, compensation in respect of its employees posted on STL premises.
- M) **Liquidated Damages** : Liquidity damages of 1% per day of the monthly service charges shall be levied, subject to a maximum of 10% of contract for any breach of contractual obligations by the Vendor / Contractor as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.
- N) **Termination of the Contract:**
- a) STL shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his staff.
  - b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Vendor / Contractor .
  - c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
  - d) If any attachment is levied and continues to be levied for a period of seven days upon Vendor / Contractor effects or any individual/ partner for the time being of its firm or any



member of co operative society.

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

**O) Penalty clause :**

**I) General Penalty clauses :**

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

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

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

- I) Type of violation- Employee found without using required safety equipment  
First Time-Rs.50/- per employee



**SMARTCHEM  
TECHNOLOGIES  
LIMITED**

Repetitions-Rs.100/- Per employee

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

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

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





**Commercial Terms and Conditions: -**

- 1) **Job Controller:** Mr. Christopher Dias at K7,K8 Plant & Mr. Manojkumar Gupte at K1 Plant or any other person appointed by the Company at these locations, from time to time, shall be the job controller.
- 2) The Vendor / Contractor shall be responsible for providing the requisite number of forklifts along with the operators at locations as detailed above on round the clock basis on all days. If any operator for forklift operation falls sick avails leave or remains absent, appropriate arrangement for the substitute should be made immediately.
- 3) The members of the staff provided by the Vendor / Contractor should be employees of the Vendor / Contractor and all / any dispute/s between the Vendor / Contractor and the Forklift staff shall be resolved by the Vendor / Contractor and shall have no bearing on STL. The Vendor / Contractor should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on STL premises.
- 4) **Security Deposit:** In the event of contract, the Vendor / Contractor shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days from date of issue of LOI/PO. The security deposit can be furnished by way of an Irrevocable Bank Guarantee from any Nationalized or reputed Private Bank. The Bank Guarantee must be valid till expiry of the contract plus claim period of minimum three months. No charges are reimbursable for getting Bank Guarantee. Vendor / Contractor has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be forfeited in case of failure terms & conditions. No interest shall be payable by STL for the sum deposited as a Security Deposit and it will be returned to contractor at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.  
The Security Deposit must be valid till completion of the contract in all aspects. No charges are reimbursable for obtaining the Bank Guarantee.
- 5) **Mobilization:** Within 15 days from the date of receipt of PO/ email confirmation the contractor shall mobilize men and materials.
- 6) **Invoicing & Payment:** The Vendor / Contractor shall submit on or before the expiry of the 1st week of the following month proforma running bill of the last month in the format provided by STL, in triplicate, to the Job Coordinator giving abstract and attached with detailed, duly signed, joint measurement or joint report sheet for the various items of work executed during the month. The daily time sheet of the forklift usage should be submitted to the job coordinator, within two days of completion of job by the Vendor / Contractor. The Vendor / Contractor shall prepare final running account bill based on the certified measurements and summary sheets and submit the same along with the enclosures mentioned herein to the person designated by the owner. Invoice shall be submitted exactly as per the original work order in line with the line items with actual quantity executed. Additional quantity (other than W/O) shall be claimed only after the issue of amendment to the work order.



Also, where the rates are not available but the jobs are executed as per the instructions of Job co-ordinator, Vendor / Contractor shall submit the invoice only after the issue of amendment to original Work order. Accordingly, payment shall be released in two phases i.e. Based on original WO & based on amendment to original WO.

The Job coordinator shall ensure payment within 45 days from the date of receipt of final running account bill provided the same is complete in all respects & duly certified by the engineer- in - charge.

The applicable TDS shall be deducted as per the existing provisions of the law in force. The number of payments to be made to the Vendor / Contractor shall be restricted to one in each month.

The payment shall be released by RTGS or NEFT with nominal charges per transaction, if imposed by the bank. *The Vendor / Contractor should provide* requisite details of their bank, Account No. Branch code, etc.

- 7) **Insurances** : Vendor / Contractor shall obtain and keep valid, at all times adequate insurance cover for its personnel, material and equipment, against all losses and liabilities whether at common law or under any statute relating to workers Compensation or Employer's Liability in the jurisdiction in which the Services are performed, from any accident or injury to any person employed by it in connection with the Services and shall ensure that the Forklift operators / Drivers / any other staff as employed to complete the given scope of works, are similarly insured in respect of their employees including claim against third party liability.
- 8) **Relationship** : Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction.
- 9) **Supervision** :A competent supervisor(s) of Vendor / Contractor shall be available at work site at the time of actual work to understand the requirement of STL from time to time and/or instructions. The representatives and the Forklift operators / Drivers / any other staff as employed to complete the given scope of works of Vendor / Contractor shall follow at all time the instructions given by the concerned department/authorities.



- 10) Validity:** This contract is valid for a period of two (3) years w.e.f. the date of the purchase order (renewable after every year subject to satisfactory performance). Further extension of the contract by a suitable period will be at the discretion of STL. During the contract period either party can terminate the contract by given 3 months' notice to the other party. However, in case of unsatisfactory performance or breach of contract terms on part of the Vendor / Contractor, STL reserves the right to terminate the contract forthwith. STL shall also have right to extend the Contract at its own discretion. During the contractual period, the unit rates should remain unchanged throughout the contract term. During the validity period of the Contract, there shall be no revision of the compensation payable to the Vendor / Contractor. The Vendor / Contractor shall ensure payment of minimum wages in force and as prescribed by the competent authorities from time to time. The Vendor / Contractor is required to maintain all documents and records as required under the statutory laws and rules in force from time to time.
- 11) Notices:** Any notice required to be given by either party shall be validly given if it is in writing and sent at the abovementioned address in case of STL and to contractor as provided in the bid document.
- 12)** In the event of contract not being considered for extension, STL reserve the right to extend the expiry date by not more than 3 months for smooth handover. There should not be any breach of any rules and / or regulations or any violation of the terms and conditions during the tenure of contract. In case any breach / violation / misconduct observed, then STL will impose appropriate penalty on the Vendor / Contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the Vendor / Contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to STL or its Vendor / Contractor due to the negligence / mistake on part of any manpower employed by the Vendor / Contractor will be dealt with seriously and will culminate in recovering from Contractor's monthly bills. It will be the sole discretion of STL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.
- 13)** If the contractor / vendor / bidder dis-agrees for the rates evaluated through Ariba after the Ariba's auction process, then such contractor / vendor / bidder will be black-listed & the EMD will be forfeited.
- 14) Force Majeure**  
The term force Majeure as employed herein shall mean, without limitation, acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full and satisfactory evidence support of its claim. Time



for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

**15) Jurisdiction :**

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

**16) Arbitration:** Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration by sole arbitrator in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) read with Arbitration & Conciliation Act, 1996 or any enactment or amendment thereof or through online arbitration. 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.



**Annexure – IV**

On Contractor's letterhead)

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

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

(Signature of the 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)

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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)