



**M/s MAHADHAN AGRITECH LIMITED LTD. (MAL/ Company)**

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

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

Tender For O & M contract for 36 TPH, 70 TPH Coal Fired Boiler, Coal handling plant & ash handling plant & 10 MW Power Plant.

**Tender Ref. MAL/CFB/2025-26/02 Date: 27.02.2026**

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. Yuvaraj Naik, MAHADHAN AGRITECH LTD. at Plot K1 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).

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

### **Stage II Bidding**

Tenderer will submit the price bid online through the platform provided by our Online system, MAL Service Provider for online platform.

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component by the authorized signatory & send the documents in designated tender box provided in Purchase Department **latest by 09.03.2026**. All the above documents should be handed over to Mr Yuvaraj Naik (AGM-Purchase) Mob: 7892776483 representative of MAL.

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 as 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 MAL. MAL also reserves the right to reject any/all the offers without assigning any reason thereof.

In case of any Technical queries, you may contact our Job Controller Shri Sunil Kakade/ Kiran Gole Phone No.: 9766349551/9869719739. For commercial queries you may contact Mr Yuvaraj Naik Mob: 7892776483

Thanking you,

Yours faithfully,

For **MAHADHAN AGRITECH LTD.**

Yogesh Bodhe

Authorized Signatory

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## **ANNEXURE I**

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

1. Earnest Money Deposit of Rs. 1,00,000/- in the form of Bank demand draft will have to be submitted in favor of MAHADHAN AGRITECH LIMITED Payable at Mumbai along with tender document. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidence for the following:
  - 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 under Maharashtra Labor Welfare Board.
  - 6] Registration certificate for professional Tax.
  - 7] Registration certificate under Maharashtra Labor Welfare Board.
  - 8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
  - 9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
  - 10] ISO Certification holder: Name of certification: -----Validity : -----  
----- (Attested Copy to be enclosed)
  - 11] Organization Chart: Executive -----, Technical Staff-----  
(Attested Copy to be Enclosed giving the details)
  - 12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
  - 13] Audited annual Turnover: for last three Financial Years.
  - 14] List of similar jobs carried out in other company.
  - 15] Client List:

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

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

5. Late tender will not be accepted / received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.0 AMENDMENT TO NIT (Notice Inviting Tender)**

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

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

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

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

The amount of earnest Money shall be deposited in the form of draft. The EMD should be in the name of Mahadhan Agritech Limited. 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:**

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

## **7.0 VALIDITY OF BIDS:**

Bids shall be valid for at least 60 days after the date of price bid opening prescribed by the MAL. A bid valid for a shorter period may be rejected at the discretion of MAL. In exceptional circumstances, MAL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of MAL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by MAL due to change in specifications / scope or otherwise. . The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

## **8.0 Procedure for Auctioning**

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

**[b]** Reverse Auction shall be for a period of 30 minutes or as per MAL requirement. If a Tenderer places a bid in the last **2 minutes** of closing of the Reverse 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 **3 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with**

**internet connectivity, network problems, system crash down, power failure, etc.**

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

**[D]** Please note that we may conduct high-value negotiations in the presence of our senior management.

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

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

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

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

8.6. The Tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:

\_ Leading Bid in the Auction (Current Lowest Rate)

\_ Opening Price & Decrement Value.

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

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

## **9.0. SUBMISSION OF TENDERS:**

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

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

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

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

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

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

## **Special Terms and Conditions:**

### **1.01 SAFETY ASPECTS:**

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 make Udyogi or any standard company.
- ISI marked safety shoes to be provided of make 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 MAL work site. Contractor must 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 labor shall be allowed to enter and work at site of MAL.
3. The Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of MAL Supervisor and Safety Officer.
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 MAL Safety Officer and Electrical department.
5. Contractor shall deploy Safety Officer for the contract for more than 20 Labors.
6. The contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from MAL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used from time to time to protect body from each activity.

- 7 Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
- 8 Safety Training, First Aid Training, shall be given 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 the essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
- 11 Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
- 12 Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from MAL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
  - a) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
  - b) Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
  - c) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
  - d) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work every day.
  - e) Every electrical supply shall be taken through closed socket and ELCB, every electrical handtool will be having proper earthing arrangement.

## **1.02. Safety Training**

- 1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by MAL Safety officer to all manpower reported on duty. The 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 certificates will be issued to all contractors' workers. Every contractor's worker will maintain a safety certificate copy with him for the period of work inside the factory/ work site of MAL. The certificate will be valid for a period of six months from the date of issue. After the validity, contractor and

contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.

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

### **1.03. Accidental Reporting**

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

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

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

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

### **1.04 Safety performance**

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

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

### **2.0 Labor law and Safety codes:**

All the matters concerned with labor management shall be as per the prevailing Labor laws. Contractor will obtain labor 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 labor license duly attested by MAL Administration in the prescribed format. If labor license is not applicable, the Contractor shall obtain a confirmation to this effect from MAL Administration.

Contractor will comply with all labor and other statutory laws applicable from time to time. All labor laws, such as Contract Labor (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, The Factories Act 1948 with Maharashtra Factories. Rules 1963, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act, etc. and such other acts which are in force or which may come in force during the subsisting of the contract, should be adhered to by the Tenderer/ Contactor and such other rules/ regulations/ laws made applicable from time to time.

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

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

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

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

### **2.02 MEDICAL EXAMINATION:**

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

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

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

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

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

### **2.03 UNIFORM:**

The contractor staff shall wear uniform, Boiler suit, Rainy wear (During monsoon) while working inside plant premises. They shall also wear badge/name plate while they are working at site. All labor laws/ regulations shall be strictly

followed by contractor as per central/state govt. directives. Before executing the contract agreement, Contractor will ensure with MAL P&A dept. that they are maintaining necessary records as required under labor laws.

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

**(A) Documents required at the time of issuance of gate passes:**

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

1. Copy of Work Order issued by MAL.
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 Labor License under Contract Labor (R&A) Act from the State Labor 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 MAL, as workplace, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by MAL.
12. Medical Examination and fitness reports in respect of all the contract labors from the designated/specified medical officers.
13. If the job is subcontracted then no objection certificate from Contract Cell, MAL regarding subcontracting the work, work order issued to subcontractor by the main contractor 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 maintained & photocopies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month.

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

2) Monthly wage to all contract labors 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 MAL. Wage slip will be issued to all Contract Labors while disbursement of wages.

3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15<sup>th</sup> Day of the month and receipt of the same to be submitted with MAL.

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

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

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

7) Following records under Contract Labor (R&A) Act & other acts will also be verified by Contract Labor 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 Labor 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 Labor authority.

Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. MAL has right to hold the bill for any particular month if the Contractor has not complied with the mandatory statutory compliances. The Tenderer/ Contractor shall always keep MAL 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 MAL. Any breach of this condition shall entitle MAL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to MAL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Contractor shall not establish any contractual relationship between the sub-contractor and MAL 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. MAL shall not be responsible for the same.

**(F) INDEMNITY -**

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

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

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

The vendor shall be responsible for ensuring compliance with all Central and State Laws as well as the Rules, Regulations, By-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 labor 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 the Parties during the continuance of this Agreement and 5 (five) year after completion of the term or on termination of this Agreement, Contractor/ Vendor and/or its 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, the 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 DFPCL /MAL Employee(s):**

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

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

**(P) DISPUTE NOT TO HOLD UP WORKS:**

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

## **Scope of Work**

- 1) Coal handling, Coal stacking, coal unloading, coal sampling preparation, coal transfer belts operations.
- 2) Ash handling operations, ash loading, spent bed material loading.
- 3) Fresh bed material, charcoal unloading.
- 4) Total 11 nos Coal handling/ash handling operators with Two JCB operations- 24\* 7 operations including coal stacking, ash transfer, coal, bed material, lime, spent bed material transfer, Spares transfer from stores to CFB as per need with diesel+ operators + its maintenance.
- 5) Casual labours supply- Total -28 nos

In Exceptional cases Contractor will manage the shift operations by providing overtime, Overtime provision should be as per labor law(Statutory compliance). OT Charges for the same will be in vendor scope. MAL will not provide any OT Charges. If required With notice of one month, demobilization of manpower to be done as per Job coordinator instruction.

Change in manpower should not be more than 10% of total manpower deployed and committed.

Transport to be arranged by vendor at its own cost. The canteen facility can be availed on chargeable basis. MAL to make necessary arrangements for provision of food at the operating /service point.

The shift will be of 6 days and 1 day's weekly off will be applicable and will be in line to MAL weekly off. Leaves as per statutory compliance. Long leaves will be covered in planned manner and short duration leaves due to unforeseen issues will be managed by existing manpower with extended working hours complying to labor law. Leave back up plan Vendor should submit to avoid overstay of persons as well Six days working schedule.

Attendance will be on an Excel-based sheet certified by MAL CLMS System.

MAL has proposed to have below provision of manpower phase wise. Detailed deployment chart will be discussed jointly by MAL and Vendor and will be signed off.

Vendor to comply with all statutory requirements of MAL.

No technical deviation to the scope Document.

Any kind of indiscipline or safety violation, penalty will be applicable as per MAL.

IT enablement will be provided by MAL one Computer and Printer.

All stationery required will be in vendor scope.

The logbook and its format will be mutually agreed by MAL & Contractor. Printed copies will be provided by MAL and Contractor to fill on regular basis.

Mobile phones will not be allowed in factory premises (Only key person mobile phone Will be allowed after concurrence from MAL Authority)

Communication facilities like walkie talky, PA system will be provided by MAL.

All necessary safety PPE's and uniforms to be provided by vendor to all the manpower deployed on site.

If MAL Provide PPE to O&M employees, the cost will be recovered double the cost of PPE.

If required, Unskilled labor curtailment for more than 15 days in case of shutdown can be done. In any maintenance activity, a team will be utilized.

Steam Generation measurement meters are as per MAL and calibrated as per schedule by MAL.

In case of strike by vendor's employed persons, vendor will remove concern manpower and deploy new manpower within reasonable period.

In case of Miss-Behavior/Indiscipline by Vendor Employee, If the person found guilty after joint decision, then he will be removed immediately & Vendor will provide replacement of same within reasonable period.

Vendor will ensure to provide manpower with relevant experience of power plant.

Belt joining machine will if required will be arranged by vendor from outside agency.

ESIC, workman compensation policy, public liability insurance will be in vendor scope.

Required system SOP, Power fault level related drawing, OEM Recommendations and performance parameter will be provided by MAL.

1. Total manpower supply as per organization chart.
2. General Tools & Tackles to carry out routine maintenance activity.
3. Personal Protective Equipment (PPE).
4. Modification: Contractor shall carry out modification related to safety and Maintenance approaches to the equipment.
5. Miscellaneous: Disposal of all waste generated in Power Plant during O & M, Contractor shall dispose all waste generated in Power Plant as per design intent within Power plant boundary Premises.
6. All documents as per ISO maintaining, 5S, TPM.

7. We have to kept provision with short notice of one month, demobilization of manpower can be done during long shut down (more than month) of any unit is applicable.

8. Coal yard management - Coal feeding & stacking in coal yard with front end loader or JCB with required manpower is in vendor scope.

### **Penalty**

Penalties will be considered only in such case of operation failure from vendor's end and 10% deduction if there is any major stoppage due to non-availability of manpower.

In the case of absenteeism and vacant duty point, deduction will happen based on no of days person being absent. Deduction per day will be equivalent to 1.5 times per day salary for that category of person.

During Downtimes if any Variable charges will be paid after deduction of 3 times X down time hours.

Any interruption due to the non-working of the O & M employee will be observed seriously & heavy penalty will be imposed by company appropriately as deemed fit.

Monthly Deduction for not adhering to the following points per instance.

1. Housekeeping - Rs 10,000/-
2. indiscipline - Rs 10,000/-
3. Safety - Rs 20,000/-
4. Carrying Mobile - Rs 10,000/-

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

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

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

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

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

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

## SAFETY ASPECTS:

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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).

### 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

Proper segregation of the insulation waste/material and timely disposal

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.

The contract safety officer shall conduct training for all contract employees as per guideline given by MAL safety dept. The contractor's owner / line manager in charge of site shall be responsible for formation of the organization and coordination the contractor's Safety activities. This organization shall take responsibility for 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 MAL regulations and will provide proof to the effect. The contractor's personnel shall participate in any additional training, which may be provided by

MAL. Access to the 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

Contractors shall employ only those personnel who are trained in their trade or otherwise have sufficient work 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. The contractor shall maintain an up-to-date record of qualification and experience of his personnel and produce it to concerned MAL 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 MAL 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 MAL 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 MAL 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.

#### **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 DFPCL / 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.

STATUTORY COMPLIANCE: -

YOU WILL COMPLY WITH ALL STATUTORY REGULATIONS LIKE PAYMENT AS PER MINIMUM WAGES, BONUS, LABOR WELFARE FUND, LEAVE WAGES,PF,ESI, MAINTAINING REQUISITE RECORDS VIZ.VARIOUS REGISTRARS AND SUBMITTING THE SAME TO P&A DEPT. WHENEVER ASKED FOR BY MAL.IN CASE OF FAILURE TO COMPLY WITH THE REGULATIONS,APPROPRIATE DEDUCTIONS WILL BE MADE FROM YOUR BILL,IN ADDITION TO PENALTY DEDUCTIONS AS AGREED.

GATE PASSES

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THE REQUIRED GATE PASS MUST BE STRICTLY MADE BEFORE BRINGING ANY LABOR INSIDE FACTORY PREMISES.

FOLLOWING DOCUMENTS ARE REQUIRED FOR GATE PASS

1. ESIC ALLOTMENT LETTER
2. ESIC TIC CARD
3. Labor License (if applicable) for any employee
4. P.F. Code Allotment Letter
5. WORK ORDER / LOI
6. Employment Card / I Card
7. Photo Identity Card

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.

TIME SCHEDULE:-

JOB IS TO BE STARTED IMMEDIATELY IN CONSULATION WITH OUR JOB CO-ORDINATOR AND SHOULD BE COMPLETED AT THE EARLIEST.

JOB CO-ORDINATION

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CONTRACT SUPERVISOR SHOULD MEET IMMEDIATELY TO THE CONCERNED ENGINEER AFTER RECEIVING THE PURCHASE ORDER/LOI. MANPOWER AND MATERIAL SHOULD BE IMMEDIATELY MOBILISED AS PER INSTRUCTION OF CONCERNED ENGINEER. JOB SHOULD BE IMMEDIATELY STARTED AS PER INSTRUCTION OF CONCERNED ENGINEER.

## **Commercial Terms and Conditions**

1. Mobilization: Within 30 days from the date of receipt of PO/ email confirmation.

2. Payment Terms:

Billing to be done on monthly basis and payment will be released within 45 days from date of submission of invoice duly approved by job coordinator.

3. Security Deposit: 10% of yearly basic order value valid till yearly completion of contract. This amount will be deducted proportional basis in first three RA Bill. This amount will be released on submission of equivalent PBG and NO INTEREST will be payable by MAL on the said amount.

4 Validity of the contract: 2 Year from the date of receipt of PO/LOI. The contract may be extended by another 6 months with the same rates if the quantities are not fully utilized. Even after extension of the contract if the quantities are still not fully utilized then the contract will be terminated by MAL.

5. Taxes and Duties: Taxes and duties will be paid by MAL as per government notifications

6. Force Majeure condition:

The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act, Accident, strike, Fire, Flood, lock-down, pandemic and Acts and Regulations of respective Governments of the two parties, sanctions, restrictions. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of 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. If the force majeure event continues for a longer period, both the parties shall mutually decide on continuation of this agreement.

7) Jurisdiction:

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

8) Arbitration:

Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved

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

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

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

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

In case it is found that any information furnished by the Tenderer/ Vendor/ Supplier is false or incorrect, the Company at its sole discretion may terminate the Contract/ Order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/ Vendor/ Supplier.

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

10) Job Controller – Mr. Sunil Kakade/ Mr Kiran Gole of MAL shall be the job controller.

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

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On Contractor's letterhead)

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

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

**INFRASTRUCTURE / RESOURCES :**

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

**GENERAL INFORMATION:**

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

(Signature of the Contractor & Seal)