

M/s SMARTCHEM TECHNOLOGIES LIMITED. (STL/ Company)

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

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

Tender for Repairing and Retrofitting to RCC Structures at AN,ANP Plant & Bagging

Tender Ref. 155/ 2019 Date: 13.06.2019

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

Stage I Bidding

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

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

Stage II Bidding

Tenderer will submit the price bid online through the platform provided by our Ariba Online system, STL service provider for online platform

Submission & opening of the Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component by the authorized signatory & send the documents in Purchase Department latest by 21.06.2019

All the above documents should be handed over to Mr Rajesh M Shankaratti Phone: 022-67684116 representative of STL.

E Auction:

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

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

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

In case of any Technical queries you may contact our Job Controller Shri Manish Pandit Telephone No. : 022-50684461. For commercial queries you may contact Mr Rajesh Shankaratti Tel No 022 50684116

Thanking you,

Yours faithfully,

For Smartchem Technologies Ltd

Srikanta Behera

General Manager (Commercial)

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ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS:-

1. Earnest Money Deposit of Rs.50000/- in the form of Bank demand draft will have to be submitted in favour of Smartchem Technologies Ltd 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 evidences for the following:
 - 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company or LLP
 - 2] Registration certificate with PF organization for allotment of PF code number.
 - 3] Registration certificate under GST.
 - 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 STL need not to submit the documents mentioned above.

4. STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
5. Late tender will not be accepted / received.
6. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiture of EMD

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

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

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

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

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

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

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

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

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

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

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

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

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

3.0 AMENDMENT TO NIT (Notice Inviting Tender)

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

all prospective Tenderer who have received the NIT and the amendment will be binding on them. In order to afford prospective Tenderer 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 Tenderer 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 Tenderer 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 demand draft drawn on Nationalized Bank or reputed Private Bank only payable at Mumbai. The EMD should be in the name of M/s. Smartchem Technologies Ltd. The EMD will be forfeited in the event of the Contractor failing to commence the work within 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be returned to the Tenderer after the commencement of the work and on receipt of bank guarantee towards security deposit (if applicable). The tenders without E.M.D. shall be liable for rejection. If for any reason the Tenderer withdraws its 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 Deposited will not carry any interest. E.M.D. of the unsuccessful participated bidders will be refunded with-in one month.

6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

7.0 VALIDITY OF BIDS:

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

8.0 Procedure for Auctioning

8.1 [a] Auction: STL will declare its **Opening Price (OP)**, which shall be displayed to all Tenderers during the start of the Auction. The Tenderer will be required to start bidding after announcement of

Opening Price and decrement amount. 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] Reverse Auction shall be for a period of 30 minutes or as per STL requirement. If a Tenderer places a bid in the last **3 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **3 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **3 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **3 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

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

8.2. During Auction, if no bid is received within the specified time, STL, at its sole discretion, may decide to reschedule / scrap the 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 STL. Bids once made by Tenderer, cannot be cancelled or withdrawn. If bidder withdraws the bid then the EMD of the bidder will be forfeited.

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

8.5. The Tenderer shall be assigned a **Unique User Name & Password** by STL'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 STL 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. STL'S decision for award of Contract shall be final and binding on all the Tenderers.

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

9.0. SUBMISSION OF 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:

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

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

- [a] Annual Turnover of minimum Rs 1 Crore including group companies.
- [b] Compliance of statutory requirement like registration under ESIC act, PF act and statutory compliance to operate in India.
- [c] Similar work completed during last five years and details of similar ongoing works.
- [d] List of clients of the company/Firms.
- [e] Details of manpower owned technical and staff submitted along with the tender.
- [f] vendor to bring concrete vibrators .
- [g] contractor should have qualified civil engineer with 5 years experienced for this work supervision.

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

Special Terms and Conditions: -

1. SAFETY ASPECTS:

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

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

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

contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.

- a) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
- b) Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
- c) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
- d) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work everyday.
- e) Every electrical supply shall be taken through closed socket and ELCB, every electrical handtool will be having proper earthing arrangement.

1.02. Safety Training

- 1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by STL Safety officer to all manpower reported on duty. Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors' workers. Every contractor's workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of STL. The certificate will be valid for a period of six months from date of issue. After the validity, contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

1.03. Accidental Reporting

- 1) Safety of the worker/s is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the STL Supervisor and Safety Officer on duty.
- 3) Any near miss, minor injury, First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Contractor within 4 hours, with cause of the incident.
- 4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. STL shall not be responsible for the same.

1.04 Safety performance

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

2. Labor law and Safety codes:

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

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

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

In case of Non-compliance ,contractor will be panalised by holding 20% of payable amount . Only after submitting the compliance document the amount will be released.

2.01 Deployment of Medically Fit Manpower:

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

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

2.02 MEDICAL EXAMINATION:

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

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

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

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

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

2.03 UNIFORM:

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

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

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

Whenever the Contractor applies for gate passes to his worker/s to enter into STL premises, they have to apply on his 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.21000/-, required authentic proof i.e. appointment letter or last month payslip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
3. In case more than 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.

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

- 1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the workers.
- 2) Monthly wage to all contract labours as per their actual attendance to be paid on or before 7th 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 15th 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 15th 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).

(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.

(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 Contractor shall be bound to keep STL, its employees, directors, any representative fully indemnified against any action, claim, cost, fine or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law.

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

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

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

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

(H) CONFIDENTIALITY -

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

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

(I) RELATIONSHIP -

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

(J) WAIVER -

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

(K) ENTIRE AGREEMENT -

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

(L) AMENDMENT -

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

(M) DECLARATION OF TENDERERS/ CONTRACTORS RELATION WITH STL EMPLOYEE(S) :

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

Scope of Work:-

Repairing and Retrofitting to RCC Structures at AN,ANP Plant & Bagging

Terms and conditions

- 1) All scaffolding, props fixing etc is in contractors scope, Scaffolding is to be done upto 15 and 20 m level floors.
- 2) All the specialised grouting material of Krishna Conchem / FOSROC is in contractor's scope.
- 3) Reinforcement steel is in DFPCL Scope.
Material consumed: Should be recorded on daily basis and register is to be maintained and to be certified by DFPCL Civil Engineer on daily basis.
- 4) Quantities are estimated on approximate basis. However, payment will be done on actual basis.
- 5) 100 % quantity variation within PO Amount limit will be allowed.

Sr. No. Sr Code Description Quantity Unit

- 1 Providing and Erecting Steel tubular scaffolding with 'H' Frames. Bracing pipes etc. for cutting plaster and demolishing bad concrete, including protective curtain, planks etc including dismantling, complete. The payment will be made on elevation area of erected scaffolding. Wooden plank pieces will be provided below the base plates of the steel tubular scaffolding etc. complete as directed . 500 Sqm
- 2 Providing and Erecting steel props (including staging up to floor height) to support the structure provisionally during repair and jacketing etc. and maintaining them in position till required as directed. 150 Ea
- 3 Providing and Erecting safety net of opening 75 mm x 75 mm x 12 mm. size in addition to sturdy G.I. Corrugated arrester tray at 1st floor level to prevent the debris falling on ground during progress of work and keeping the same during the period of work as directed . 310 Sqm
- 4 Removing, Chipping and Cleaning of existing concrete . Carefully by low impact high frequency hammer or by manual chipping without damaging the existing concrete or control sand blasting including cleaning the surface by air jet etc. complete as directed. 500 Sqm
- 5 Removing, Chipping and Cleaning of damaged hollow plaster. - Carefully by manual chipping as directed. 750 Sqm
- 6 Only fabrication & fixing of additional reinforcement - Make up lost steel area due to corrosion by fabrication and fixing of additional steel reinforcement. The Steel shall conform to IS 1786 grade Fe 415 /FE 500. Anchor the steel rebar in sound concrete body upto desired depth by structural GRADE adhesive. Fixing of rebars is to be with pre left binding wires with existing steel at regular grid after aligning concrete profile with new mortar up to existing steel face as directed. 750 Kg
- 7 Anchoring Reinforcement bar in existing RCC Member - in holes of minimum 10d depth for 8 to 12 mm dia. Bars and grouting in position with locfix (fosroc) including drilling of holes, cleaning etc, complete as directed . 175 Ea
- 8 Cleaning existing Reinforcement and applying alkaline rust converting primer FEOVERT of Krishna Conchem - Clean existing reinforcement with wire /rotary wire brush, making the surfaces free from loose material, dirt etc. complete, Applying two coats of alkaline rust converting primer- FEOVERT of Krishna Conchem conforming to ASTM B-117, on the rebars, including cleaning the reinforcement , wire brushing to remove loose rust spalls, with time interval of 1 hour between the coats as directed. 500 Sqm
- 9 Prov. Anticorrosive treatment to Reinforcement by IPNET RB of Krishna Conchem - Application of 2 coats of IPNET RB (CBRI Know how) on expose reinforcement in two coats with time interval of minimum 4 hours between each coat. The application shall be by brush as directed. 500 Sqm

- 10 Providing Anticarbonation treatment on Concrete surface by epoxy phenolic based IP Net of Krishna Conchem (Interconnecting polymer network), application of 3 coats on exposed reinforcement with time interval of minimum 4 hours between each coat. The application shall be by brush. 500 Sqm
- 11 Providing and Applying migratory corrosion inhibitor of KP-100 of Krishna Conchem on entire deteriorated structure, prior to building up of section with any type of mortar or coating as per the manufacturer's specification and as directed. 500 Sqm
- 12 Providing and Applying three coats of Monopol -456 protective coating of Krishna Conchem on RCC Surface - On external plastered / RCC surface of plant building as per the manufacturer's specification and as directed. 750 Sqm
- 13 Providing and injecting low viscous grout Monopol of Krishna Conchem of having excellent adhesion to concrete through pre-fixed nozzles using cement grouting equipment at a pressure of 3-5 Kg/cm², removing the nozzle and sealing it with non-shrink epoxy putty EPCO 1010. Grout shall have antiwash properties etc complete as directed. 500 Kg
- 14 Providing and Applying structural grade epoxy latex bond coat of ELMONOBOND of Krishna Conchem prior to building up of section with any type of mortar / concrete to ensure bond between old concrete and new concrete by brush application as per the manufacturer's specification as directed. 500 Sqm
- 15 Providing and Fixing Shuttering and pour free flow micro concrete Molith -TTCI of Krishna Conchem. - For replacing the carbonated part of concrete and repairing the damaged surface of concrete, fix the formwork across the profile of damaged structural element. Pour free flow micro concrete Molith -TTCI of Krishna Conchem mix in the formwork. Make up concrete is based on type of structural element and its location as directed. 17000 Kg
- 16 Opening the separation cracks at the junction of RCC and masonry surface as directed into 'V' Groove, mechanically or with chisel and hammer, raking the joints, cleaning the groove with wire brush and air / wet jetting. Providing and applying cement sand mortar 1:3 over a bond coat of polymer latex and cement in ratio 1:1, embedding small stone chips (metal no.1) over the prepared groove surface including necessary labour, tools, tackles, materials, curing, carting away the debris from time to time etc. complete as directed. 90 Rmt
- 17 Insertion of POWRTHROW of Krishna Conchem sustained release corrosion inhibiting caplets which protect both anodic and cathodic sites and reduces Corrosion potential E_{corr} by minimum 80 Mv in conductive medium, by drilling 20 mm holes into the concrete at a depth of 25 mm and inserts to be filled by EPCO -PC Putty etc. complete as directed. 300 Ea
- 18 Providing and Applying polymer Modified mortar (PMM) Redimix of Molith- PMMFCI of Krishna Conchem - for Internal and external RCC Members i.e columns, beams, slabs, chajjas etc complete as directed. 830 Sqm
- 19 Internal and External plaster (patch work) : Providing and Applying sand faced Redimix plaster of ACC /Wallplast on external walls in two coats etc complete as directed. 750 Sqm
- 20 Providing and Applying Carbon fibre wrapping system - Strengthening structural elements with non-metallic composite fibre wrapping system comprise of carbon fibre sheet and compatible saturant, by dry / wet layup system including surface Preparation : Grinding / moulding concrete substrate, cleaning with wire brush, removing oil, laitance if present, rounding sharp edges to minimum 25 mm radius etc, complete. Profiling : Applying compatible primer on prepared substrate, filling the holes and uneven surface with thixotropic putty etc complete. Wrapping : Wrapping the fibre sheet to structural element at desired orientation using tamping roller to avoid any air voids etc. repeat the same procedure for multiple layer with the interval of 8 hrs. Sand pasting : Applying second coat of saturant after minimum 12 hrs, rectify air voids if any, paste the river sand on

it to make surface rough to take any further finishes (Mode of measurement - Fibre area of application and not surface area) 400 GSM Unidirectional carbon fibre sheet for column / Beam / Slab. C8 330 Sqm

PRICE BID FORMAT

Sr No	Description	Qty	Uom
10	Provide,Erect steel tubular scaffolding	500	M2
20	Provide,erect steel props to support str	150	EA
30	Prov.erect.safety net with G.I Arrester	310	M2
40	Remove, Chipp., clean existing structure	500	M2
50	Remove, chipp. clean damaged plaster	750	M2
60	Fab. & Fixing additional Reinforcement	750	KG
70	Anchoring Reinf. Bar in exist.RCC Member	175	EA
80	Clean Reinf,apply rust converter FEOVERT	500	M2
90	Prov. Anti corrosive treat.by IPNet RB	500	M2
100	Prov. Anti carbon.treat.by phenol.IP Net	500	M2
110	P/A migratory corrosion inhibitor KP100	500	M2
120	P/A 3 Coats of Monopol-456 protec.coat	750	M2
130	Provide, Inject low viscous grout Monopo	500	KG
140	Provide str.grade epoxy latex ELMONOBOND	500	M2
150	P/F Formwork, Pour micro concrete,Molith	17,000	KG
160	Open cracks,Prov.mortar over b.coat poly	90	M
170	Insert POWRTHROW corros.inhibit caplets	300	EA
180	P/A PMM of Molith -PMMFCI	830	M2
190	Int.& Ext.Plaster,R.mix of ACC/Wallplast	750	M2
200	Provide,Apply Carbon Fibre Wrapp.system	330	M2

Commercial Terms and Conditions

1. Mobilization: Within 10 days from the date of receipt of PO/ email confirmation.
2. Payment Terms: Monthly one R.A (Running Bill) Bill within 45 days from date of receipt of invoice. RA Bill should be supported by quantity measurement duly certified by site engineer. Payment will be released as per actual service utilized and bill certified by job coordinator. .
3. Completion Period: 120 days from date of site clearance given by job coordinator
4. Taxes and Duties: Taxes and duties will be paid by extra as per government notifications/ rules and regulation
5. Security Deposit : 5% of basic order value will be retained by STL or equal amount of Bank Guarantee to be submitted by the Contractor and NO INTEREST will be payable by STL on this amount and it will be refunded to you only after expiry of the contract.

6. PBG/Retention

Retention : 10% of basic order value will be retained by STL for 12 months after successful job completion .This amount will be deducted on proportional basis on each RA bill, once the PBG of on equivalent amount valid for 12 months is submitted than this amount will be released.

7. Liquidated Damages

1% per week to max 10 % of basic order billed value for delayed beyond 120 days from date of site clearance given by job coordinator. If job is delayed due to non availability of the site due to rain or any other reason . Those days will not be considered for LD Calculation. proportionate retention will be applicable on submission of each bills. Once supply or activity done on time such retained amount will be refunded. In case of delay in supply or services LD as applicable as per actual completion time will be deducted from the retained amount and balance amount to be refunded.

8. Force Majeure condition:

The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act , Accident , Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

9) 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.

10) 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.

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

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

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

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.

12) Job Controller – Mr. Manish pandit of STL shall be the job controller.

13) 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.

(On Contractor's letterhead)

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

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

INFRASTRUCTURE / RESOURCES :

1. Total number of resources employed : _____
2. No. of branch offices : _____ (details of address, Telephone No., Fax No. etc.)
3. No. of 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)