



**SMARTCHEM
TECHNOLOGIES
LIMITED**

**NOTICE INVITING TENDER (NIT)
Annual Rate Contract (ARC):Hiring Manpower for
Plant Housekeeping**

Registered Office : OPP. GOLF COURSE, SHASTRI NAGAR,
YERAWADA, PUNE – 411006

Works : **PLOT K7 & K8, MIDC INDUSTRIAL AREA,
TALOJA DIST: RAIGAD.**

**TENDER DOCUMENT - ANNUAL RATE CONTRACT (ARC) FOR EVALUATION OF
COMPETITIVE BIDDERS WITH EXPERIENCE OF DEPLOYING MANPOWER FOR
ABOVE WORKS.**

Tender Ref.: STL/PLANT HK at K7-K8/2019

Dated: 17.09.2019

The bids are invited in a sealed envelope specifying details as given here under. Each sealed envelope & outer sealed - big cover shall be super scribed with Tender Reference Number, Name of Work & content in it.

Stage I Bidding (Technical bid)

Sealed Envelope –I: Scope of works, General Terms and Conditions, commercial terms and conditions (**Excluding Price bid**) duly accepted

Sealed Envelope–II: Earnest Money Deposit (EMD) for amount of Rs.

(Please be guided with Annexure I on EMD clause)

Exceptions and deviations, which tenderer may desire to stipulate. (Tenderers are advised to submit the Tender strictly on the conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then they may be stipulated. The Company/ 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 (Price bid)

Tenderer will submit the price bid online as Request for Proposal (RFP) through the platform provided by Ariba, STL service provider for online platform.

Submission & opening of the Stage I Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component & send the documents through hand delivery.

Last date for receipt of completed and sealed tender : Before 11:00 hrs on 19/09/2019

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

E reverse Auction i.e. the Stage II bidding: 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.

All the documents as per Stage I bidding should be handed over to Mrs. Anooradha Sekar (Purchase Dept.) Ph: 022-2741 3064, Mr. Sanjay Pinjari – DGM Materials, 022 2741 3016.

In case of any Technical queries you may contact our Job Controller Mr. Bhushan Shinde (Head-Production) Telephone No.: 022-2741 3058.

For commercial queries, you may contact Mrs. Anooradha Sekar Tel No 022 2741 3064

Thanking you,

Yours faithfully,

For & on behalf of
Smartchem Technologies Limited

Sanjay Pinjari
DGM - Materials

INDEX

Particulars	Page
ANNEXURE – I General Terms and Conditions for Tender submission	4
Procedure for Reverse Auctioning	7
Contractor’s Prequalification	9
Medical Examination of Housekeeping Manpower to be deployed at our Plant	10
ANNEXURE – II General commercial terms including – <ul style="list-style-type: none">- Price Bid Format,- Scope of Works- Contract Conditions for smooth operation	
ANNEXURE – III EHS (Safety) Rules	
ANNEXURE - IV Statutory Regulations	
Declaration to be given on Contractor’s letterhead	

The participating company’s declaration :

Page 3

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

ANNEXURE I

1.0 General Terms and Conditions for Tender submission: -

1. Earnest Money Deposit of Rs.25000 /- (Rupees twenty five thousands only) in the form of Bank demand draft drawn in favor of Smartchem Technologies Ltd., on any nationalized bank or any reputed private banks, like IDBI, Axis Bank, etc. The same should be submitted along with tender document. The Earnest Money Deposit will not carry any interest.
2. STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason. Late tender will not be accepted / received.
3. 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 forfeiting of EMD
4. 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.
5. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
6. If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
7. Not more than one tender will be submitted by one Tenderer for the same work.

2.0. Instructions for submission of Tender:

- a) The Tenderers are advised to thoroughly understand the complete scope of work document including the Annexures before submitting their bid.
- b) Tenderer should quote 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.
- c) Tender format should contain columns for amount in Rupees (if any).

The participating company's declaration :

Page 4

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

- d) The Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing about tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.
- e) 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 & statutory compliances to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
- f) It will be obligatory on the part of Tenderer to sign the documents for all the component part on each page.
- g) No Bidder can bid below the current minimum wages applicable.

3.0 Amendment to NIT (Notice Inviting Tender)

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

4.0 Submission of Tenders:

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

5.0 Earnest Money Deposit (EMD)

- a) **Forfeiture of EMD :** The EMD will be forfeited in any of the following cases
 - If for any reason the bidder withdraws his bid at any time after opening bids.
 - If the bidder refuses to commence the work within the stipulated period as per the Letter of Intent (LOI) / Work Order / Purchase Order.
- b) **Refund of EMD**

The participating company's declaration :

Page 5

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

- The EMD of the successful bidder shall be returned to the bidder after the commencement of work as per timelines given by STL and on receipt of irrevocable Bank Guarantee towards security deposit.
- The EMD of the bidder who has submitted the tender but was not evaluated to be L1, shall be returned to the bidder after one month from the date of submission of tender.

6.0 Right of acceptance & rejection of Tender:

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

7.0 Validity of bids : Bids should be valid for at-least 120 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 unwilling to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder as per EMD refund policy of STL. 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.

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

The participating company's declaration :

Page 6

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

Procedure for Reverse Auctioning :-

1. Reverse Auction:

- a. STL will declare its Opening Price (OP), which shall be displayed to all Tenderers during the start of the Reverse Auction. The Tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to 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 60 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. **Dutch auction** – Incremental auction. Auction will start with start price and bid value increases per minute in fixed interval. Bidder has to continuously watch the current bidding price and the bidder who accepts the price will emerge as successful bidder.
- d. After the completion of Reverse Auction, the Closing / Final Price (CP) shall be available on auction screen.
- e. During Reverse 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
- f. 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.

The participating company's declaration :

Page 7

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

- g. 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.
- h. The Tenderer shall be assigned a Unique User Name & Password by STL'S Service provider. The Tenderers 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.
- i. The Tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction: _ Leading Bid in the Auction (Current Lowest Rate) _ Opening Price & Decrement Value.
- j. STL'S decision for award of Contract shall be final and binding on all the Tenderers.
- k. STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

The participating company's declaration :

Page 8

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

Contractor's Pre-qualification :

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

- a. The bidder should have a minimum average turnover of Rs.75.00 lakhs per annum during the preceding 5 years.
- b. The net-worth of the bidder should be positive during the preceding financial year.
- c. The bidder should have minimum 7-10 years of similar experience with single contract of value not less than Rs. Lakhs.
- d. The bidder should not have any record of being de-barred or blacklisted by any State / Central Govt. Dept. / any public / private organization.
- e. Compliances with the provisions of all the personnel related statutes (and the corresponding rules framed under these various statutes) as may be applicable including, but not limited to statutory compliance like registration under ESIC Act, PF Act, Service Tax, GST and other statutory compliances to operate / do business in India. The tenderer should carefully go through the Safety related rules as applicable in STL (Refer Annexure II) and the statutory regulations (refer Annexure III) to be strictly followed.
- f. Should be able to handle any local matters
- g. The bidder should be MSME registered and should submit the xerox copy of MSME registration along-with the tender document.

The participating company's declaration :

Page 9

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

Medical Examination of Contract manpower to be deployed at K7 and K8 plant for the said works :

Contractor should ensure that all the manpower deployed on the said contract job at STL site should undergo pre-employment fitness examination.

At the time of joining, any manpower deployed by the contractor for the said job, shall undergo the following tests from a reputed Pathological Laboratories & submit the report to the FMO : -

- 1) Complete Physical Examination by a Doctor with minimum qualification of MBBS.
- 2) Vision and Colour vision Test
- 3) X-Ray chest PA view (Once at the time of Pre-employment)
- 4) Complete hemogram (T&D, Hb at minimum), Random Blood Sugar Test
- 5) Urine routine examination One urine examination using Multistix.

The contractor also ensures that the Manpower deployed at STL must undergo Police verification at Taloja Police station as well as the native place of the Manpower/s.

All the above documents should also be applicable in case there is new appointment of Manpower.

2. Housekeeping:

Contractor should ensure that the Manpower / s employed by them for the said services should maintain the cleanliness and upkeep of the Plant house-keeping works as per the scope of works.

4. 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 including but not limited to recover appropriate damages and terminate Contract. Such termination shall also render the Contractor liable for payment to STL in respect of any additional loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the 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.

The participating company's declaration :

Page 10

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

5. Contractor's liability for all taxes as per Govt. Notification.

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

The participating company's declaration :

Page 11

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

General commercial terms including Price Bid Format, Scope of Works & Contract Conditions for smooth operation :

Annual Rate contract for deploying Manpower for plant housekeeping to be, within the purview of following laid down rules :-

1. No of Manpower to be deployed :as per the requirement of the plant.
- a) The Head - Production will conduct either both or any one i.e. written and oral examination, to check the suitability of Manpower deployed at STL. It is only after receiving confirmation from our Head Production, the Manpower should be deployed for services in STL.
2. The Service Contractor shall provide a reliever as per the requirement of the works & as per the scope of works.
3. The Manpower / s posted for said works, shall conduct themselves in such a way that it shall not be prejudicial to the discipline of the factory. They shall wear appropriate uniform, while on duty, to signify their status.
4. Payment to the Manpower and other responsibilities of the Service Contractor:
 - a) The Service Contractor shall pay the Manpower deployed at our Plant, shall not be less than minimum wages as per the Minimum Wages Act as also fulfill the statutory requirements like PF, Bonus, ESI, Privilege Leave / Weekly off, etc. under Factories Act.
 - b) The Service Contractor shall take other statutory obligations as applicable in respect of the said Manpower/s, deputed by the Service Contractor for duty in the premises of STL. Please refer the ***Annexure on Statutory rules & regulations.***
 - c) The Manpower engaged by the Service Contractor to work shall be considered as the Service Contractor's employees and all the benefits payable to such of the Service Contractor's employees under the labour laws shall be the Service Contractor's responsibility.
 - d) The Service Contractor's employees shall not have right for absorption or any preference in employment in company's service.
 - e) The Service Contractor shall assume full and exclusive liability for, and shall indemnify and keep indemnified, the Company, from and against all claims, demands, actions, suits and proceedings whatsoever that may be brought or made against the Company by or on behalf of any person, persons, body, bodies, authority or authorities whatsoever and all dues, penalties, levies, taxes, losses, damages, costs, charge, expenses or other liabilities whatsoever which the Company may now hereafter be liable to pay, incur or sustain by reason of or in consequence to or in connection with performance or non- performance or breach by the Service Contractor of the terms of this contract.

The participating company's declaration :

Page 12

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

5. Facilities: STL shall not provide any transport for commuting to the factory Canteen facility will however be provided to the Manpower / s deployed by Service Contractor under this contract for which the food cost should be borne by either the contractor or by the Manpower deployed themselves. These charges will not be borne by STL.
6. The Service Contractor should ensure that no shift will go without the required strength of Manpower on duty. The Service Contractor should also ensure that his Manpower should be instructed not to leave the plant till the handover to his / their reliever. If any shift during the 24 hours duty, remains without the presence of required strength of Contract manpower, then appropriate action will be taken as per Penalty Clause which may lead to termination of the contract.
7. In any case, the Manpower should perform not more than 8 hours shift per day & the Service Contractor should make sure to comply on this. In any exceptional case, if any of the manpower of the contractor has to continue the following shift due to non availability of the reliever / un-for-seen circumstances, then it should be brought to the notice of the Production Head immediately.
8. Any Manpower appointed on duty should perform duties in such a way that he should get one weekly off. This is the responsibility of the Service Contractor.
9. Service Contractor shall raise a bill every month for the services rendered by 5th of the succeeding month together with the attendance sheet. Payment shall be made within 30 days from the date of certified invoice in our SAP system. Payment will be made subject to deduction of any applicable taxes / levies or statutory dues.

The participating company's declaration :

Page 13

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

ANNEXURE - I

General commercial terms including – Price Bid Format, Scope of Works & Contract Conditions for smooth operation

The contractor should fill in the rates separately on the Request for Proposal (RFP) and should submit as per format given below :

PRICE BID FORMAT (to be filled in online of Ariba's E-procurement portal)

Deploying of Manpower as per terms and conditions as given above

Rate per manpower per 8 hours shift = Rs. _____
+ Service charges (in the form of % age)

The above should be an all-inclusive rate.

This also should include the rate of Reliever. No extra cost for Reliever will be paid.

Only GST will be borne by STL extra as applicable.

The quoted rates should remain constant throughout the contract period including the extended period.

Incase of any wage revision as declared by the Minister of Labor, then such difference will become payable. Our Purchase order will be raised separately and such difference (wage difference + Service charges + GST thereon) should be billed separately.

Other than the above escalation, no other increase shall be allowed / considered.

Commercial Terms

1. **Security Deposit** : In the event of finalization of contract on the evaluated bidder, the bidder (contractor) shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days of issue of LOI/PO. The security deposit can be furnished by way of a Irrevocable Bank Guarantee from any nationalized or scheduled Bank excluding Rural and Cooperative Banks. The Bank Guarantee must be valid till expiry of the contract plus claim period of two months. No charges are reimbursable for getting Bank Guarantee. Contractor has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be

The participating company's declaration :

Page 14

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

forfeited in case of failure terms & conditions. No interest shall be payable on Security Deposit. No interest shall be payable by us for the sum deposited as a Security Deposit and it will be returned to you at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.

2. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.
3. **Termination Clause :** The Contract can be terminated by either party with a clear notice of 3 month to the other party, extendable by agreement till such time, STL finds alternate arrangements. However, STL reserves the right to terminate the contract forthwith without any compensation in case of breach of any of the contract terms.
In case of unsatisfactory performance or breach of contract terms on part of the contractor, STL reserves the right to terminate the contract forthwith. STL shall also have right to extend the Contract at its own discretion.
On termination of the contract, the contractor will hand over all the equipment/furniture/ article etc. supplied by STL in good working condition back to STL except normal wear and tear.
If the successful bidder 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 of such 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 and / or forfeit the security deposit amount. The contractor shall continue till such time STL finds alternative arrangement.

Repetition of penalty may lead to termination of contract.
4. Even if renewal of contract not being considered, we reserve our right to extend the expiry date by not more than 3 months for the purpose of smooth handover.
5. **Invoicing**
Only one Invoice should be submitted every month to our Job Co-ordinator for his certification and preparation of Service Entry Sheet. The payment shall be released by RTGS or NEFT with nominal charges per transaction. The Contractor shall provide the requisite details of their bank, Account No. Branch code, etc.
6. **Terms of Payment:** Payment will be made within 30 days from the date of certification of your Invoice in our SAP system. The payment will be made through RTGS for which the vendor should submit their bank details

The participating company's declaration :

Page 15

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

7. **Penalty :**

It will be the sole discretion of STL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order. STL has enumerated the following Penalty clauses :

- a) In case any deployed Manpower is/are found :
- Violating the safety / statutory norms
 - Violating any rules laid down by STL Management
 - found accepting bribe
 - found stealing and / or missing of STLs belongings in plant and / or in OHC
 - found involved in any illegal activities within the premises,
 - found under the influence of Alcohol / Tobacco / any other narcotics or drugs
 - found misbehaving with any of the staff of STL.
 - found sleeping and / or not performing his duties as per FMO's instructions
- For any such misconduct as above, will lead into suspension of duties of the concerned Manpower / s with immediate effect. This will also lead to immediate cancellation of the contract after imposing suitable penalty as per the STL Management's discretion.
- b) Penalty due to Shift vacant : In case the deployed Manpower / s has / have not attended the duty on any day for any reason whatsoever, penalty equal to his / their attendance per day of 8 manhours shift plus penalty up to Rs. 2000/- shall be applicable per incidence.
- c) Penalty due to position vacant : In case any position is kept vacant then an amount of Rs. 1000/- will be imposed as penalty per each day apart from the wage of the vacant position.
- d) Deployment of Manpower / s on overtime (OT) is strictly not allowed. However, as per the instructions of FMO, if any continuity of shift-duties beyond 2 consecutive shifts, the same will attract penalty of Rs. 500/- per incidence.
- e) The deployed Manpower / s should not leave the Job site till the reliever reports on duty. Any such incidence whereby the Manpower / s leave the work site before the reliever reports on duty, the same will attract penalty of Rs. 500/- per incidence.
- f) Besides the above Penalty, the other penalties imposed will be on account of non compliance of EHS(Safety) & Statutory Rules given in our Annexure.

The participating company's declaration :

Page 16

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

- g) Repetition of penalty may lead to termination of contract.
8. **Award of contract** : Despite the auction on ARIBA, it will be the sole discretion of Smartchem Technologies Ltd (STL) to award the contract.
9. **Mobilization**: Within 15 days from the date of receipt of PO/ email confirmation.
10. **Relationship** : Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction.
11. **Supervision** A competent supervisor of Contractor shall be available or visit time to time at work site at the time of actual work to understand the requirement of STL from time to time and/or instructions. The Manpower deployed at STL's Plants shall follow at all times, the instructions given by the Production Head.
12. **Labour Laws** Contractor shall be responsible for all acts of its personnel and representatives, directly or indirectly rendering services in relation to or connected with job entrusted and to comply with all applicable labour laws.
13. **Validity**: This contract is valid for a period of three years wef. initial order date. The same will be extended by a suitable period and the same will be at the discretion of STL.
14. **Notices**: Any notice required to be given by either party shall be validly given if it is in writing and sent at the above-mentioned address.
15. **Breach of Contract** : There should not be any breach of any rules and / or regulations or any violation of the terms and conditions once the order will be finalized and during the complete tenure of contract. In case any breach / violation / misconduct observed, then STL will impose appropriate penalty on the vendor / contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the vendor / contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to STL or its contractors due to the

The participating company's declaration :

Page 17

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

negligence / mistake on part of any manpower employed by the contractor will be dealt with seriously and will culminate in recovering from your monthly bills.

16. **Jurisdiction** : All or any dispute relating to this contract arising thereof shall be subject to the jurisdiction of the Court at Panvel, Raigad.
17. **Arbitration** : All disputes or differences whatsoever arising, between the parties out this order or the breach thereof shall be referred to Sole Arbitration to be nominated by STL in accordance with Arbitration and Conciliation ACT 1996. The award passed in pursuance thereof shall be binding on the parties. Arbitration sitting shall be in a place as chosen by arbitrator and the proceeding shall be conducted in English.
18. **Force Majeure Conditions** 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 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.
19. **Job Controller** – Mr. Bhushan Shinde (Production Head) of STL shall be the job controller or any other person appointed by the Company from time to time.

The participating company's declaration :

Page 18

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

SCOPE OF WORKS :

Manpower Requirement for Plant Housekeeping.

Following Jobs to be done by Contract Manpower-Scope of work

- 1) Ammonium Nitrate spillage collection & Recycling in to wash water Tank.
- 2) Ammonium Nitrate filled Bags Shifting (25 –30Kg)
- 3) Floor in side plant area ,cleaning by sweeping /Wiping.
- 4) Additive Bags shifting for Batch preparation.
- 5) shifting of Coating Filled drums for charging & Empty drums after charging.
- 6) MgNo₃ bags charging for batch preparation
- 7) shifting of Lube oil Filled & Empty drums.
- 8) Bensulf spillage collection.
- 9) Molten sulphur tanker unloading area spillage collection.
- 10) Housekeeping in solid sulphur / remelter area.
- 11) Filter cleaning in WNA and O/U.
- 12) House-keeping in ware house Idan and HDAN bagging
- 13)Material shifting and housekeeping in stores.

The participating company's declaration :

Page 19

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

**EHS REQUIREMENT / INSTRUCTION FOR THE CONTRACTOR
APPLICABLE FOR ALL JOB WORK UNDERTAKEN AT K7, K8 PLANT AND JNPT OF
SMARTCHEM TECHNOLOGIES LTD. (STL)**

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

GENERAL REQUIREMENT:

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

The participating company's declaration :

Page 20

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

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

SPECIFIC JOB REQUIREMENT:

1. Compliance of all applicable rules and regulations related with EHS.
2. No unsafe act, unsafe condition and horseplay shall be created while working. Ensure that because of your activity, it shall not pose any hazard / danger to your personnel / to the others.
3. Immediately report any unsafe act/ condition, near miss cases and accident to supervisor / job

The participating company's declaration :

Page 21

I / We confirm having accepted all the terms as mentioned above

 (Company name, seal and signature of authorized person with designation)

coordinator / EHS dept.

4. Before starting specific job ensure that you have valid work permit. Follow rules, regulations and instructions of STL personnel. Give tool box talk to the manpower engaged for specific job.
5. Use proper and good condition tools and tackles, hand tools etc. Don't use defective, broken, tampered and self-prepared tools and tackles. Always use standard, certified and tested tools and tackles
6. While handling the liquid chemical in container / carboys, keep the container / carboys in the tray and ensure no leakage. If leaking immediately contain the same and inform the STL supervisor for further action.
7. Don't obstruct the passage / staircase, Emergency exit and firefighting equipment.
8. Use of proper approach / scaffolds with ladder arrangement while working at height.
9. Use of good condition portable electric tools with plug tops.
10. Use basic personal protective equipment (PPE) like safety helmet (Yellow colour), Safety goggle and safety shoes before going for the job and other PPE as per the nature of job.
11. Ensure proper housekeeping after completion of the job and disposed of waste / unwanted / used equipment in identified bins kept in plant areas / proper way in consultation with the STL supervisor.

ELECTRICAL RELATED REQUIREMENT:

1. All welding machines & Portable electrical equipments shall be with proper detailed name plates.
2. Vendor shall arrange ELCB/RCCB of suitable rating as per equipment sizing with leakage current rating of 30mA for all domestic & Industrial portable appliances. Electrical appliances which are rated more than 63A capacity shall be given with earth leakage current protection of 100mA.
3. ELCB / RCCB used shall be of standard make. i.e SIEMENS, LEGRAND, ABB, Schneider, Havells , Legrands only.
4. Two Runs of 6 sq.mm. CU single core flexible green cable/ 16 sq.mm. AL single core flexible green cable shall be arranged by vendor as equipment earthing 2 nos. minimum with the required length of 20 meters.
5. Distribution boards shall be of IP65/IP 67 with proper stand as per attached photograph.
6. All single phase & three Phase distribution boards shall be provided with 2 no's of earthing.
7. Cables used for Three phase / single phase shall be as per equipment rating and shall be of :
4 core armored cable in case of 3 phase – 3 wire. (For three phase minimum 4C X 6 sq mm or 10 sqmm copper multi-strand cable shall be used
5 core armoured cable in case of 3 phase – 4 wire. (For three phase minimum 5C X 6 sq mm or

The participating company's declaration :

Page 22

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

10 sqmm copper multi-strand cable shall be used)

3 core armored / screened cable in case of single phase. (For single phase minimum 3C X 2.5 sqmm multi-strand copper cable shall be used).

8. All portable 3 phase blowers / vacuum pumps/Pumps/ Heaters shall be provided with dedicated starter panel with appropriate rating of MPCB /Over load relay/power contactors etc. followed by earth leakage relay protection of 100mA.

9. All portable Single phase equipment's cable length shall ~~have max length~~ not be more than 3 meter.

In any case required length becomes short then use of extension board along with armoured/screened cable is mandatory.

10. All required single phase & three phase metal clad / polyamide plugs along with necessary cable glands shall be arranged by contractor only. Cable glands used shall be of double compression with PVC hood only.

11. All welding machines & extension boards shall be provided with proper monsoon protection canopy & self-standing Stand.

12. Any contractor who is working on electrical equipment's shall have supervisory / wiremen PWD license.

13. All kind of cables shall be free from mechanical damages , Joint and twist.

14. In case of any abnormalities found STL representatives are free to reject the same unconditionally.

15. All Portable welding machines shall comply the requirements as per IS 818.

15. Welding activity to be carried out in dry condition i.e. Welder shall be in dry condition. In case of drizzling rain work to be stopped immediately unless and until there is proper arrangement like shed which can avoid moisture / rain drops at welding place.

16. To comply above pre-requisites contractor can deploy its electrician who has authorized PWD license copy.

17. All cables used for job shall be free from joints. In case joints are required, it should be through insulated Panduit lugs or insulated straight through lugs with overall insulation on each core & all cores together.

18. Any new electrical equipment being brought at site shall not be used unless it is checked & certified by STL electrical representative. This includes testing of RCCB/RCBO also. Decision of STL electrical representative will be final in this case. It will be the responsibility of contractor & STL job coordinator to get it certified.

19. Electrical equipment shall be handed over to electrical department at least one day in advance so that proper checking & suitable resource arrangements can be planned.

Failing to comply with the above requirement may lead to suspension of the gate pass of individual

The participating company's declaration :

Page 23

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

contract employee / suitable monetary penalty to the contractor / termination of the contract.
Safety Rule Violation – Nonuse of Personal Protective Equipment (PPE), Non-following standard rules / instructions, carrying out unsafe act / creating unsafe condition which may lead to first aid / minor injury.

PENALTY – Rs. 500/- per incidence

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

PENALTY – Rs. 10000/- per incidence

Major Incidence - Case of Reportable accident / Fatal Accident.

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

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

EMERGENCY RESPONSE AND FATAL INCIDENT REPORTING

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

PERSONAL INJURIES:

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

INCIDENT INVESTIGATION AND REPORTING:

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

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

The participating company's declaration :

Page 24

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

Annexure
Statutory Rules and Regulations for the contractors / Vendors

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

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

The participating company's declaration :

Page 25

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

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

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

Following documents required once in a year

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

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

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

D) In case of any non-compliance the contractor will be penalised by holding 20% of payable amount / this may even lead in termination of the contract / as per the discretion of STL Management

The participating company's declaration :

Page 26

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

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

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

Govt issued ID is as follows :

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

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

The participating company's declaration :

Page 27

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

(Following declaration to be given on Contractor's letterhead)

DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF BANK GUARANTEE/ SECURITY DEPOSIT

1) Whether your Firm/Company is blacklisted by STL or any other Public Sector / Govt. / Quasi-Govt Organization / any other client:

Yes / No. :

If yes, please mention details. :

2) Whether your Contract was terminated before expiry of Contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client

Yes / No. :

If yes, please mention details. :

3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust:

Yes / No. :

If yes, please mention details. :

(Signature of the Contractor & Seal)

The participating company's declaration :

Page 28

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)

(On Contractor's letterhead)

GENERAL INFORMATION:

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

(Signature of the Contractor & Seal)

(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 OHC Contracts engaged in & around Navi Mumbai with Average value of Contract:

(Signature of the Contractor & Seal)

The participating company's declaration :

Page 29

I / We confirm having accepted all the terms as mentioned above

(Company name, seal and signature of authorized person with designation)