



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

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

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

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

Tender Ref. 161/ 2019 Date: 19.12.2019

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, Taloja, 410 208, Dist. : RAIGAD

Stage I Bidding

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

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

Stage II Bidding

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

Submission & opening of the Bid: The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component by the authorized signatory & send the documents in designated tender box provided in Purchase Department latest by 06.01.2020

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

E reverse 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 Sunil Kakade/Sanjay Bakshi Phone No. : 022-50684179/50684175. For commercial queries you may contact Mr Rajesh Shankaratti Tel No 022 50684116

Thanking you,

Yours faithfully,

For Smartchem Technologies Limited

Srikanta Behera

General Manager (Commercial)

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ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS:-

1. Earnest Money Deposit of Rs. 1,50,000/- in the form of Bank demand draft will have to be submitted in favour of Smartchem Technologies Limited payable at Mumbai along with tender document.. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidences for the following:
 - 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company.
 - 2] Registration certificate with PF organization for allotment of PF code number.
 - 3] Registration certificate with Central Excise Dept. for allotment of services tax number.
 - 4] Allotment letter under ESIC Act
 - 5] Registration certificate under Maharashtra Labor Welfare Board.
 - 6] Registration certificate for professional Tax.
 - 7] Registration certificate under Maharashtra Labor Welfare Board.
 - 8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - 9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 - 10] ISO Certification holder: Name of certification: -----Validity : -----
(Attested Copy to be enclosed) IF ISO certified.
 - 11] Organization Chart: Executive -----, Technical Staff-----
(Attested Copy to be Enclosed giving the details)
 - 12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
 - 13] Audited annual Turnover: for last three Financial Years.
 - 14] List of similar jobs carried out in other company.
 - 15] Client List:

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

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

5. Late tender will not be accepted / received.

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

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

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

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

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

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

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

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

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

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

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

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

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

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

3.0 AMENDMENT TO NIT (Notice Inviting Tender)

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

4.0 SUBMISSION OF TENDERS:

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

5.0 EARNEST MONEY DEOSIT (EMD)

The amount of earnest Money shall be deposited in the form of draft. 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 a 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be Returned to the bidder after the commencement of the work and receipt of bank guarantee towards security deposit if applicable. The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded with-in one month.

6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

7.0 VALIDITY OF BIDS:

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

8.0 Procedure for Auctioning

8.1 [a] Auction: STL will declare its **Opening Price (OP)**, which shall be displayed to all Tenderers during the start of the Auction. The Tenderer will be required to start bidding after announcement of Opening Price and decrement amount. 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 6 Cr including group companies.
- [b] Compliances of statutory requirement like registration under ESIC Act, PF Act, Service Tax, VAT, GST and other statutory compliance to operate/ do business in India.
- [c] Similar work completed during last five (5) years and details of similar ongoing works with value above Rs 50 lacs including group companies.
- [d] List of clients of the Company/Firms.
- [e] Details of manpower owned technical and staff submitted along with the tender.
- [f] List of requisite tools & tackles, equipment. (Attested Copy to be enclosed)

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

Special Terms and Conditions:

SAFETY ASPECTS:

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

Penalty for violation of Safety norms: Rs. 5000/ 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 and safety goggle 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. The contractor shall have valid contract license from PWD/Electrical Inspectorate office to execute Electrical jobs and the jobs must be done by licensed Electrical wireman under

supervision of licensed supervisor. The Electrical jobs must be done as per latest IE acts/rules/regulations/CEA guide lines and as per latest IS.

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. Based on 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 expiry of the validity, contractor and contract worker has to renew 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 immediately 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 own 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 evaluated based on safety parameters.

2. Labor law and Safety codes:

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

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

Electrical contractor license & Electrical supervisor license for workmen is mandatory.

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

2.01 Deployment of Medically Fit Manpower:

For the due execution of this Contract, the Contractor shall deploy workers/supervisors who are always 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. The expenditure for the same will be born the contractor 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 Not wearing uniform/Boiler suit/Rainy Wear : Rs 500 for first instance per person, in multiple for next similar violations.

Penalty for carrying mobile phone in factory premises is Rs 10,000/- per instance.

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

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

1. Copy of Work Order issued by STL
2. Copy of Temporary or Regular ESIC Card of each worker (under ESIC Act) **or** Employees Compensation Policy (If contract worker drawing wages more than Rs.15000/-, required authentic proof i.e. appointment letter or last month payslip) **or** Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
3. In case more than 19 persons are to be engaged, contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of Allotment letter under ESIC Act
5. Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.
6. Copy of Registration certificate under Maharashtra Labor Welfare Board.
7. Copy of Registration certificate for professional Tax.
8. Copy of Register of workmen employed by contractor (Form XIII) – Rule 74
9. Copy of Employment Card (Form XIV) - Rule 76
10. Copy of Application for employment, appointment letter issued by contractor to his workers.

11. Copy of Insurance coverage covering STL, as work place, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by STL.

12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.

13. If the job is subcontracted then no objection certificate from Contract Cell, STL regarding subcontracting the work, work order issued to subcontractor by the main contractor and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the subcontractor.

(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 21st day of the month and receipt of the same to be submitted with STL.

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

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

7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:

1. Wage Register in form XVII. (Under the C.L Act)

2. Muster Roll in Form XVI (under the C.L Act)

3. Register of deductions (under the C.L Act)

4. Register of Overtime (under the C.L Act)

5. Register of Fines (under the C.L Act)

6. Register of advances (under the C.L Act)

7. Bonus Register in Form C (under the Payment of Bonus Act)

8. Leave register in Form 20 (under the Factories Act)

8) Copy of all the work orders (first two pages only -applicable only if not submitted earlier) for which clearance certificate is sought for.

9) Copy of Monthly Wage Register.

10) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.

11) Site wise breakup of PF: If contractor is working for various other companies then the site wise breakup of Monthly PF challan/returns.

12) Copy of Labour License (if not submitted earlier).

13) In case work period is February/March, then the receipted copy of Annual PF return for that year is required.

14) Inspection report of PF and Labour authority.

Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. In case of Non compliance contractor will be penalized by holding 20 % of payable amount , same will be released after submitting the compliance doc to concerned authority.

15) Endorsement of BOE & Boiler operator from Maharashtra state to be done before giving them charge on CFB.

(C) Housekeeping:-

Contractor shall do housekeeping and shall remove all unwanted materials from the work site immediately after completion of work. Housekeeping shall also be done in between the work to keep the work area clean & tidy. 25% of bill value will be deducted if housekeeping is not done properly.

(D) ASSIGNMENT OR SUB-LETTING OF CONTRACT:

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

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

The Contractor shall be liable to pay all the taxes payable as per the prevailing laws made applicable or might come in force from time to time by the concerned authority. STL shall not be responsible for the same.

(F) INDEMNITY -

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

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

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

The 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.

Scope of Work

Spares and consumable will be in STL Scope.

Tool and Tackles will be in vendors scope.

Vendor will submit the Resume for Key person before deputing of candidate. STL engineer will assess him & after finding suitability he will be allowed to depute at site for the designated job.

STL has right to reject any of the workmen if found not performing as per requirement.

Vendor will comply all the statutory compliance as per STL requirement.

Exit clause- 3 months from either side.

Transition period- Transition period will be 15 days between old and new contractor.

You will submit the Resume of Key person before deputing the candidate

In Exceptional cases Contractor will manage the shift operations by providing overtime, Overtime provision should be as per labour law(Statutory compliance). OT Charges for the same will be in vendor scope. STL will not provide any OT Charges.

If required With notice of one month, demobilization of manpower to be done as per Job coordinator instruction.

Change in manpower should not be more than 10% of total manpower deployed and committed. **Contractor must control the attrition rate of the workmen.**

Transport shall be arranged by vendor at its own cost. Canteen facility can be availed on chargeable basis. STL to make necessary arrangement for provision of food at the operating /service point.

No local labours to be hired for operation. Contractor/Sub-Contractor should not hire local workmen from Raighad District

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

Attendance will be on Excel based sheet certified by STL.

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

Vendor to comply with all statutory requirement of STL.

No technical deviation to the scope Document.

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

IT enablement will be providing by STL one Computer and Printer to facilitate administrative & daily reporting activity

All stationary required will be in vendor scope.

Log book and its format will be mutually agreed by STL & Contractor. Printed copy will be provided by STL and Contractor to fill on regular basis.

Mobile phones will not be allowed in factory premises
One land line phone facility will be provided.

Communication facility like walkie talky.PA system will be provided by STL.

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

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

Curtailment of unskilled labour will be done if the unit is shut down more than 15 days. Skilled manpower will be utilized in existing plant for operation & maintenance activities.

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

In case of strike by vendor's employed persons, vendor will remove concern manpower and deploy new man power within four days.

In case of Miss-Behaviour/Indiscipline by Vendor Employee, On joint investigation, if the person found guilty then he will be removed immediately & Vendor will have to provide replacement of same within four days.

Contractor should also keep additional manpower to mitigate such situation.

Vendor will ensure to provide manpower with relevant experience of power plant & Boiler Operation

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

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

Minimum manpower 64 Nos , qualification and experience will be as per scope.

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

Monthly report to be submitted in power point i.e with Graphical representation- factors to be considered- coal specific, thermal efficiency, LOI etc.& comparison with previous month- its deviation & corrective action taken to be included.

Vendor to adhere to all requirement of PSM.

1. Total manpower supply as per organization chart.
 2. General Tools & Tackles to carry out routine maintenance activity.
 3. Personal Protective Equipment(PPE)
 4. Operation & Maintenance of Boiler Auxiliary, STG Auxiliaries, Coal & Ash Plant Auxiliaries, Cooling Tower & Instrument air system Auxiliaries. Maintaining parameters in permissible limits and suggest the improvement strategies.
 5. Fuel Handling Plant, Fuel from Grizzly Hopper Onward by Operator, Fuel unloading & stacking in Fuel Yard within Power Plant boundary.
 6. Ash Handling Plants, Unloading of Ash through the Silo in Tractor or Bulker truck. Further disposal in STL scope.
 7. DG set Operation & Maintenance, Switch yard maintenance.
 8. Maintenance: Routine & Preventive Maintenance of all equipment's as mentioned in Operation schedule ; Breakdown Maintenance, OEM services for Maintenance, Insulation, Refractory material and related to all other jobs, Operator will carry out the repairing work / patch work, Material to be supplied by Owner) Bulk refractory and insulation replacement /repairing for Insulation are in Owners Scope. Operator shall supervise the same.
 9. SERVICES: Annual Maintenance of boiler, as per IBR regulations. (Excluding bulk changing of tube bundles in Boiler, Economizer, Air preheater, Super heater etc)
 10. Statutory Compliances for Boiler Inspectorate, Electrical inspector & Factory inspectorate / Licensing and Permits from local & Central authorities. All technical coordination required with statutory authorities will be with STL SCOPE.
 11. Modification: Contractor shall carry out modification related to safety and Maintenance approaches to the equipment.
 12. Endorsement of Boiler engineer & First class & Second-class Boiler Operators has to be completed if the certificate is issued other than the Maharashtra state.
 12. Miscellaneous: Disposal of all waste generated in Power Plant during O & M, Contractor shall dispose the all waste generated in Power Plant during O&M as per design intent within Power plant boundary Premises.
- Plant Upkeep Services, Calibration of Instruments, Training of O&M employees of Operator, Safety Training to O&M employees of Operator.

MECHANICAL-

- 1) Total Maintenance of boiler, Turbine & auxiliary equipment.
- 2) Maintenance of Coal & Ash handling Equipment's
- 3) Overhauling of Coal crusher, all vibrating screen, DE Fan, Gear box- Screen and bearing replacement etc
- 4) Preventive, breakdown & regular maintenance
- 5) Overhauling of pumps, motor, gear box, fans of power plant
- 6) Conveyor belt Joining & replacement
- 7) Turbine & generator overhaul As per OEM's instruction. Operator shall be responsible for bearing inspection once in two years. (Excluding Inspection / checking of Turbine blade/Casing, Generator stator/rotor, Turbine, gear box, Deputation of OEM expert for major overhauling etc) Manpower assistance will be provided during turbine overhaul by Vendor.
- 8) BFP overhauling, Air compressor etc. As per OEM instruction, necessary manpower/Tools and tackles will be provided by vendor.
- 9). Transformer oil purification. Boiler Tube Thickness Mapping, condition monitoring
- 10). Acid /alkali unloading, Necessary unloading pumps, tanks to be provided by owner.
- 11) Vendor assistance in Air Compressor overhauling and PM
- 12) CT Fan, gear box overhauling and PM
- 13) Online balancing of fans
- 14) Refractory work such as patch work upto 1 ton.
- 15) Condition monitoring of all equipment's
- 16) Alignment of all equipment by dial gauge or Laser tool
- 17) small quantity area Painting work
- 18) Thickness testing
- 19) Online leakage arresting in STL Scope
- 20) High pressure welding in STL Scope
- 21) Fabrication work- Contractor will assist with required manpower
- 22) New modification- Contractor will assist with required manpower
- 23) Shifting of material from K-1 Store to designated place in power plant & Boiler.
- 24) Belt joining arrangement
- 25) Air dryer Maintenance work.
- 26) All types of piping minor repairing work (ss,ms,carbon steel alloy steel,pvc, ,hdpe)
- 27) Vendor assist OEM for Pressure vessel testing as per statutory norms
- 28) All lifting tools testing as per statutory requirement.
- 29) Safety valve testing as per statutory requirement.
- 30) All types of valves minor repairing such as seat lapping, gasket replacement setting etc
- 31) minor Insulation work – insulation removing, repairing and refixing work.
- 32) Scaffolding work- In STL Scope.
- 33) All documents as per ISO maintaining, 5S, TPM
- 34) Maintains effective Instrument Spares Management to ensure smooth functioning & availability of Plants.

ELECTRICAL SCOPE OF WORK

- 1) Load management of CPP / STG back synchro
- 2) Selection of equipment's for load shedding as per requirement under STL CFB site incharge guideline.
- 3) PSM, 5s, TPM, Housekeeping

- 4) Logging of electrical system parameters
- 5) Taking round of electrical installation
- 6) Energies / De-energies of equipment
- 7) Energy meter reading and data input to computer
- 8) Motor connection / disconnection
- 9) Providing temporary connection
- 10) Fault finding and resolving major & minor issues
- 11) Switching on /off common lights
- 12) DG Set trial as per schedule
- 13) Motor overload reset / and complete checking of motor with feeder
- 14) Co-ordinating and communication with 100KV(STL Substation) and NPK substation during power disturbance and power failure
- 15) PM of electrical equipment according to STL PM schedule
- 16) Minor modifications jobs as per guideline of STL electrical site incharge
- 17) Lighting circuit repair and replacement of spares/attending short circuits.
- 18) Trouble shooting of major breakdown / issues and preparing why-why analysis
- 19) Motor overhauling such as bearing replacement, issue of heating of motors.
- 20) Switchgear maintenance under the guideline of STL site incharge.
- 21) Maintenance of offsite equipment's
- 22) Maintains effective Instrument Spares Management to ensure smooth functioning & availability of Plants.
- 23) Tools and tackles, hot air blowers, tong tester, megger, multimeter for day to day maintenance

INSTRUMENT SCOPE OF WORK

- 1) Overall responsibility for Maintenance of Forbes Marshall supplied Steam and water Analysis system (SWAS).
- 2) Vendor assist OEM for Maintenance of Emerson Make SOX Analyzer.
- 3) Vendor assist OEM for Maintenance of Dynoptics Make SPM Analyzer.
- 4) Vendor assist OEM for Maintenance of Mettler Toledo make Weigh Bridge.
- 5) Overall responsibility for Maintenance of all instruments Installed for measuring Pressure, Temperature, flow, Level, Speed, position.
- 6) Overall responsibility for Maintenance of Field Instruments Such as all Types of Sensors, transmitters, Switches, In line Weigher, Control valves, Level gauges, Pressure Gauges, Temperature Gauges, actuators (pneumatic, hydraulic, electric) etc.
- 7) Vendor assist OEM for Maintenance of Emerson Make Ovation DCS system as well as SIEMENS make Governing PLC system.
- 8) Vendor assist OEM for Maintenance of SIEMENS make PLC system for Dryer plant.
- 9) Preventive maintenance of DCS/PLC System panels and consoles.
- 10) Fault finding and Root cause analysis of Plant breakdown due to Instrument failure.
- 11) Compliance & follow up of Safety Practices & Good Housekeeping
- 12) Compliance for surveillance of ISO activities
- 13) Overall responsibility for TPM and 5S activities as per site requirement
- 14) Preventive, Predictive and corrective maintenance of all Field Instruments, Analyzers and DCS etc.
- 15) Maintains effective Instrument Spares Management to ensure smooth functioning & availability of Plants.
- 16) Handling and Shifting of Instrument Material from stores to plant.

OPERATION SCOPE

- 1)Boilers & Turbine and all auxiliaries Operation ,start up shutdown & Maintain required parameter. Boiler start up without clincker
- 2) Manpower support for Bed material shifting from truck to Bed material bunker
- 3)Bed material seaving ,Bed ash diposal as per requirement.
- 4)Oil centrifuse operation.
- 5)Boiler furnace ,Economiser,APH,ESP Cleaning at the time of shut down
- 6)Wind box cleaning,Bubble cap cleaning & pining at the time of shut down, DP test, coal drop test as per requirement.
- 7)Clinker braking & removing from furnace.
- 8)All Hopper dechocking & cleaning
- 9)Cooling tower Operation, basin cleaning & Maintain required parameter
- 10)Sand filtter & chlorinator unit Operation
- 11)Sand filter sterlization, sand removing & filling when ever required.
- 12)Air dryer operation & Maintain required parameter
- 13)Compressor operation & maintan required parameter
- 14)Coal & Ash handling operaton
- 15)Operation of AHU & Maintain required parameter
- 16)Tank like raw waterdrinking water,blow down pit,ct blow down pit cleaning
- 17)House keeping of total power plant .
- 18)Tube thickness testing
- 19)Safety permit responsibility.
- 20)All stationary to be provided by operators.
- 21)PPE,S to be provided by operators.
- 22)Strainer cleaning
- 23)Lab testing boiler water & ct water
- 24)Oil Analysis in lab, lab will be provided by STL.
- 25)Coal % ash analysis in lab, lab will be provided by STL.
- 26)Bed material analysis
- 27)Maintain 5S in plant
- 28)Safety Audit to be done
- 29)ISO Audit to be done
- 30)Training on regular basis & training effectiveness mapping.
- 31)Boiler and CT Chemical shifting and addition
- 32)Bed material & charcoal unloading & shifting up to firing floore
- 33)Annual shut down work ,boiler ready for inspection & hydro test.
- 34)Air dryer Activated allumina removing & filling
- 35)Manpower support for CT fills replacement & nozzle Replacement
- 36)AHU operation
- 37)Lime stone unloading & addition in boiler
- 38)Coal yard management with loader & its maintenance ,drivers
- 39)Ash unloading through silo
- 40)All documents as per ISO maintaining, 5S, TPM
- 41)Calculation of thermal efficiency, OEE

List of tools

Chain blocks,vernier calipper,micrometer,filler guage,hammer spanner set,ring spanner set (mm and inches),welding machine,tig welding set,gas cutting set,drill machine,grinding machine with grinding and cutting wheel,hydraulic jack,file set,needle

file set,all type of hammers,brazing set,all types of pipe wrench,all types of adjustable spanner,screwdriver set,hacksaw frame, portable
Vibration meter,thickness testing machine,belt joining machine will be arranged by m/s contractor ,grease gun,torque wrench,portable temperature gun,allen key set,puller,combination plyer, cutter, nose plyer, circlip plyer inner and outer. Megger,multimeter,clampmeter,crimping tool,lr meter,bearing puller,grease gun,insulated screw driver set (philips plus and minus head),spanner set (all type),line tester,allen key (inches, mm),nut driver set,pipe wrench (6 inch, 12 inch, 8 inch),combination plyer, cutter, nose plyer, circlip plyer inner and outer,air blower. mamps source toungue tester,tube bender,line tester,spanner- open, ring, box, torque wrench set,allen key set- inch, mm,hammer, screw driver set,crimping tool,blower,vacuum cleaner,tube cutter,tester,combination plyer, cutter, nose plyer, circlip plyer inner and outer,air blower.
Statutory leaves will be considered, no deduction will be applied for statutory leave for all manpower.
Pwd electrical contractor licence & supervisor licence or wiremen licence holder technicians & supervisors are required to work on electrical system.
We have to kept provision with short notice of one month, demobilization of manpower can be done during long shut down (more than month)of any unit is applicable.
Coal yard management - coal feeding & stacking in coal yard with front end loader or jcb with required manpower is in vendor scope.

1 STATION MANAGER-	BE/DIPLOMA	10 TO 12 year	1 NO
2 SAFETY OFFICER -	BE/DIPLOMA	3 to 5 years	1 No
3 MECHANICAL ENGINEER	BE/DME	3 to 5/ 5 to 8 plus	1 No
4 ELECTRICAL ENGINEER	BE/DEE	3 to 5/ 5 to 8 plus	1 No
5 INST ENGINEER	BE/DIE	3 to 5/ 5 to 7 plus	1 No
6 BOILER PROFICIENCY SHIFT INCHARGE	BE/DME/BOILERPROFIENCY CERTIFICATE	5 to 8 years	4 Nos
7 MECHANICAL TECHNI	DME/ITI	3 to 5 years	5 Nos
8 ELECTRICAL TECHNI	DEE/ITI	3 to 5 years	4 Nos
9 INST TECHNICIAN	DIE/ITI	3 to 5 years	4 Nos
10 CONTROL ROOM DCS ENGG-	DME/ITI	5to7/5 to8	4 Nos
11 TURBINE OPERATOR	DME/ITI	3 to 5 years	4 Nos
12 CHEMIST	MSC/BSC	3 to 5	2 Nos
13 WELDER/FITTER	ITI	3 to 5	2 Nos
14 FIELD OPERATOR FIRST CLASS	DME/ITI/1ST CLASS BOILER COMPETENCY CERT	3 to 5	4 Nos
15 AHP /CHP OPERATOR	ITI	3 to 5	7 Nos
16 Admin	Any Degree	3 to 5	1 No
15 HELPERS	relevant experience		18 Nos

TOTAL 64

Penalty will be considered only in such case of operation failure from vendor's end

Monthly Deduction for not adhering the following points per instance.

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

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

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

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

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

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

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

Safety aspects:

Each personnel should use required personal protective equipments (ppe) as per job (minimum: safety shoes, canvas gloves, welding face shield attached with helmet, safety goggles) for work at height each person should use individual safety helmets with two lifelines (in good condition).

Welding face shield attach with helmet to be provided for welding.

Statutory compliance: -

You will 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 and submitting the same to p&a dept. Whenever asked for by stl.in case of

failure to comply with the regulations, appropriate deductions will be made from your bill, in addition to penalty deductions as agreed.

Gate passes

Required gate pass must be strictly made before bringing any labour inside factory premises.

Following documents are required for gate pass

1. Esic allotment letter
2. Esic tic card
3. Labor license (if applicable) for any employee
4. P.f. code allotment letter
5. Work order / loi
6. Employment card / i card
7. Photo identity card

Housekeeping :

Contractor shall do housekeeping and shall remove all unwanted materials from the work site immediately after completion of work. Housekeeping shall also be done in between the work to keep the work area clean & tidy.

Time schedule :-

Job is to be started immediately in consultation with our Job co-ordinator and should be completed at the earliest.

Job co-ordination

Contract supervisor should meet immediately to the concerned engineer after receiving the purchase order/loi.

Manpower and material should be immediately mobilised as per instruction of concerned engineer.

Job should be immediately started as per instruction of concerned engineer.

Price Bid Format

Based on Above scope you will submit quote for one year.

Based on cost per month breakup into Fixed and Variable cost.

Fixed - 80%

Variable - 20%

Fixed cost (Including Coal handling charges with JCB)- In case of absenteeism and vacant duty point, deduction will happen based on no of days person being absent . Deduction per day will be equivalent to 1.5 times per day salary for that category of person.

Variable cost- Plant Available hours

10% deduction if there is any major breakdown due to O & M operating staff from STG and CFB on variable charges

Commercial Terms and Conditions

1. Mobilization: Within 30 days from the date of receipt of PO/ email confirmation.
2. Payment Terms:
Billing to be done on monthly basis and payment will be released within 90 days from date of submission of invoice dully approved by job coordinator.
3. 10% of yearly basic order value valid till yearly completion of contract. This amount will be deducted proportional basis in first three RA Bill .This amount will be released on submission of equivalent PBG and NO INTEREST will be payable by STL on the said this amount
- 4 Validity of the contract: 2 Year from the date of receipt of PO/LOI. The contract may be extended by another 6 months with the same rates if the quantities are not fully utilized. Even after extension of the contract if the quantities are still not fully utilized then the contract will be terminated by STL.
5. Taxes and Duties: Taxes and duties will be paid by STL as per government notifications
6. Force Majeure condition:
The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act , Accident , 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.
- 7) Jurisdiction:
The Court at Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Vendor/ Supplier and Company.
- 8) Arbitration:
Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) or any enactment or amendment thereof. Award passed shall be final

and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

9) Termination: A. The Contract/ Tender can be terminated by either party i.e. 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.

10) Job Controller – Mr. Sunil Kakade/ Sanjay Bakshi of STL shall be the job controller.

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

On Contractor's letterhead)

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

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

INFRASTRUCTURE / RESOURCES :

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

GENERAL INFORMATION:

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

(Signature of the Contractor & Seal)