



**TENDER DOCUMENT FOR ANNUAL RATE CONTRACT  
FOR MECHANICAL WORK  
AT TRANSPEK-SILOX INDUSTRY PVT LTD.**

**Transpek-Silox Industry Private Limited** having its registered office at Kalali Road, Atladra, Vadodara-390 012 wishes to enter-into a Rate Contract for Mechanical works per the details enclosed in the Tender Document. Interested Bidders may fill in the enclosed Tender Form along with acceptance of Terms & Conditions attached herewith and submit the same in a **“SEALED OPAQUE ENVELOP”** to:

**The Deputy General Manager (Materials)**

Transpek-Silox Industry Private Limited,  
Kalali Road, Atladra, Vadodara - 390012

Phone: 91 265 2680401 - 5

Fax: 91 265 2680407

**TENDER NO** : TSIPL/TENDERS/Mech./2020-21  
**CONTRACT PERIOD** : 2 Years  
**LAST DATE OF RECEIPT FOR BIDS** : 12-11-2020

**Any recipient of the documents for the proposed Contract for the purpose of submitting a tender (whether he submits a tender or not) shall treat the details of this document as “Private and Confidential”.**

## INDEX

- **NOTICE INVITING TENDER**
- **INSTRUCTION TO THE BIDDER**
- **FORMAT FOR OFFER LETTER**
- **SCOPE OF WORK**
- **GENERALTERMS & CONDITIONS**

**NOTICE INVITING TENDER**

Transpek-Silox Industry Private Limited,  
Kalali Road, Atladra, Vadodara - 390012  
Phone : 2680401 - 5  
Fax : 2680407, 2680102

SUBJECT: Tender for Mechanical Work at Transpek-Silox Industry Pvt Ltd.

TENDER REF NO.: TSIPL/TENDERS/Mech. /2020-21

Bids are invited from reputed and reliable Contractor/ Agencies who are experienced in Handling job by FLT(Faith, Love & Trust), fulfil the Eligibility Criteria mentioned in the General Terms & Conditions hereinafter and can Mechanical Work as mentioned in Tender Document at Various Plants of Transpek-Silox Industry Private Limited (TSIPL).

Bid cannot be submitted after due date and time. The Company reserves the right to accept or reject any bid without assigning any reason thereof. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidder &the Company at any stage. The company reserves the right to award the contract to one or more contractors at its sole discretion.

## **INSTRUCTION TO THE BIDDER**

**Transpek-Silox Industry Private Limited (TSIPL)** is a Joint Venture company between Transpek Industry Limited, India and Silox, S.A. Belgium, embodying a combined vision to excel in the Global Inorganic Chemical Industry. Guided by science and driven by technology, our product portfolio caters to diverse end use segments such as Textile, Paints & Coatings, Rubber, Pharma, Polymer, Ceramic, Paper and Personal Care etc. Please visit our Website ([www.transpek-silox.com](http://www.transpek-silox.com)) for more information.

TSIPL wishes to enter-into a Rate Contract for Mechanical Work at Atladra & Ekalbara site as per attached scope of work.

The following Information / Credential of Service Providers / Bidder are Compulsory and should be furnished completed in all aspects along with your offer.

1. Brief history of organization, along with organization chart, mentioning the Name, Address, List of Branches with details, Designation & Telephone Nos of the contact persons in your company holding all key positions.
2. List of work executed of similar nature during last five years
3. Maximum amount of Work done of similar type of works
4. Last three years' balance sheet of the company
5. Bank's solvency certificate/ Banker's name and your Company's annual audited report.
6. Income tax clearance certificate
7. Partnership deed if firm is partnership firm & memorandum of articles, if company is limited one.
8. Work experience/Credential certificate from the client for successfully executed work
9. Resumes of key technical persons
10. Completion certificate of the works executed for last 5 years
11. The details of Machinery and Equipment available with you which are in working condition are to be furnished.
12. If the space provided in the registration form is not enough, please attach separate Sheets and give Annexure reference number on the attached sheet.
13. GST SAC (Service Accounting Code) Code & GST Tax % applicable.
14. Registration Details
  - a. Firm's/Company's Registration No. (Kindly attach Self-Authorised photocopy)
  - b. Membership to any body
  - c. Any other Statutory Registration.
  - d. Partnership deed/Proprietor or Limited Co's Certificate.

- e. Registration details with taxation authorities (Kindly attach a Self-Authorised photocopy): Permanent Income Tax A/c No., Goods & Service Tax (GST) Registration No.

**FORMAT FOR OFFER LETTER**

To,  
Deputy General Manager  
Transpek-Silox Industry Pvt Ltd.  
Kalali Road, Atladara, Vadodara - 390012  
Phone: 2680401 - 5  
Fax: 2680407, 2680102

Offer reference No.: \_\_\_\_\_

Sir,

1. We hereby undertake to perform the scope of work as defined in the Tender of Transpek-Silox Industry Pvt Ltd, Tender Ref no: TSIPL/TENDERS/Mech./2020-23, dated \_\_\_\_ at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.
2. This offer is valid for a minimum period of \_\_\_\_ days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by TSIPL and included in this contract.
4. We also enclose herewith the following documents:
  - a. Schedule of compliance with Acceptance of contract conditions.
  - b. Schedule of prices (Price Formats to be completed)
  - c. The offer should contain all the details like GST Reg. No. etc.
  - d. Documents required by TSIPL as mentioned in "Instructions to Bidders".

M/s \_\_\_\_\_

Date:

Place:

Authorised Signatory  
(Office Seal Name of the Company)

**BID FOR MECHANICAL WORK AT TRANSPEK-SILOX INDUSTRY PVT LTD  
FORATLADRA&EKALBARA SITE FOR THE YEAR 2020-23**

- Name of the firm : \_\_\_\_\_  
\_\_\_\_\_
- Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- List of the branches along with details : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Phone No. : \_\_\_\_\_
- Mobile No. : \_\_\_\_\_
- Email : \_\_\_\_\_
- Contact Person Name : \_\_\_\_\_  
\_\_\_\_\_
- PAN No.(Photocopy require : \_\_\_\_\_  
Duly Self Authorized)
- Partnership deed/proprietor or : \_\_\_\_\_  
Limited Co.'s Certificate
- Copy of Registration certificate for : \_\_\_\_\_  
Payment of Tax
- Copy of Last 3 year filled Income-Tax Return : \_\_\_\_\_
- GST No.(Photocopy require : \_\_\_\_\_  
Duly Self Authorized)

## **SCOPE OF WORK**

- Refer attached Annexure-I Description of Services Mechanical Work.

### **SPECIAL TERMS & CONDITIONS:**

- 1) The scope of work includes collection of all raw materials and other Free Issue Materials from designated locations including performing all handling, loading, unloading, intermediate storages, fabrication, erection, dismantling, hydrostatic / pneumatic testing, box up, providing assistance during commissioning, etc as per drawings, specifications and instructions of Engineering In Charge & relevant IS appropriate Standards of the particular work, provision of qualified, experienced and trained manpower and supervision, provision of all PPE for all manpower, provision of all material in contractor scope including tools and tackles, reconciliation of all company supplied Free Issue Materials, preparation, maintenance, submission and obtaining Engineering In Charge approval on all required and specified documents, reports, accounting for all company supplied materials, following all statutory requirements and completion of the job in all respects.
- 2) Contractor shall arrange for transportation of its personnel and material within the site. If contractor deploys vehicles for movement of its personnel, the vehicle shall meet the fitness requirements specified by the TSIPL.
- 3) Contractor shall ensure that the site is maintained neat and clean at all times. All material shall be stacked neatly and useful and scrap material shall be segregated based on the type of material. Spillage of grease, lubrications, etc shall be avoided and if happens, the same shall be cleaned immediately as per approved procedures.
- 4) Dismantling of erected piping, structures, valves and other accessories including performing all cutting (with gas, hack saw, grinding, or any other TSIPL approved methods), grinding, performing all rigging activities including preparation of rigging plans, salvaging components from the dismantled material, segregation of material as per type and usability, returning the materials at designated locations such as stores, scrap yards, etc.
- 5) Erection of static and rotary equipments of all weights at all locations and elevations including shifting from designated storage locations, performing all handling operations like loading, unloading, alignment including verification of alignment with equipments, alignment of equipment with and without piping hook ups, preparation of foundations before erection like cleaning, verification of foundation dimensions vis-à-vis equipment and completing all works as per drawings, specifications and instructions of Engineering In Charge.
- 6) Dismantling of all types of equipment at all locations and from all elevations including dismantling of all piping, instrument hook ups, transportation of the



removed equipment to designated storage locations including loading, unloading and all other handling activities.

7) If any activity which is not covered under the scope of this contract, shall not be performed at any cost until after the written confirmation from the management of TSIPL is received. For such cases, firstly the cost of such activities, i.e. the rate analysis should be submitted to the TSIPL immediately as soon as it comes into the knowledge, the same shall be approved by TSIPL & then after contractor can start the work on receipt of written confirmation from TSIPL.

8) SCOPE OF TSIPL:

- I. Provision of required drawings and specifications.
- II. Provision of all raw materials like structural steel sections, plates, pipes, fittings, flanges, gaskets, fasteners, all types of valves, gland packing, grease etc. which are in TSIPL scope.
- III. Provision of water at one location, electricity at one location, open space for contractor work, office and material storage in the site as per availability.

9) FREE ISSUE MATERIAL:

- I. Free Issue Material Reconciliation: The contractor shall prepare a material consumption statement every month and obtain Engineering in- Charge's approval for the same. The approved consumption statement shall be submitted along with every running account bill. The contractor shall also submit material reconciliation statements every quarter with physical stock check and shall obtain Engineering in Charge's approval of the same. Material consumption and reconciliation statements shall be prepared in formats approved by Engineering in- Charge. Penalty as decided by the engineering in-charge will be applicable in case of any discrepancy.
- II. Return of useful material: Pipes of length more than 2.0 M for CS material, structural steel of length more than 1.5 m and plates of size more than 1 sq. m shall be considered as useful material and shall be returned to designated storage areas against specific material codes as useful material. Material of dimensions less than those specified above shall be returned as scrap on weight basis on written approval of Engineering in Charge. Penalty as decided by the engineering in-charge will be applicable in case of any discrepancy.
- III. Contractor shall ensure that all Free Issue Material are handled with care during all times, is responsible for the safe upkeep of the items and shall return the same at company designated places on completion of the job or as and when instructed by the Engineering in Charge. Contractor shall inspect the Free Issue Material on initial receipt from the company and bring to the notice of the Engineering in- Charge if any discrepancy in quantity or quality of the materials received. Contractor shall periodically inspect the Free Issue Material in its procession and maintain necessary records of the same. Contractor shall maintain an updated account of the use of Free Issue Material at all times. Suitable the recovery of the cost of the material shall be made to the contractor for damaged or loss of Free Issue Materials.

10) In the event of non-availability of consumable and other materials (under TSIPL scope), the contractor shall arrange to procure and supply the same on specific request made by Engineering In-Charge. The rate for the material supply shall be discussed with Engineering In-Charge and site contract cell and the contractor shall obtain approval of rate from TSIPL Management before supply. On supply of the material, the contractor is entitled to charge the approved rate of the same together with overhead and handling costs not exceeding 10% (Ten percent) of the approved material cost for all such supplies. The purchase shall be done from a GST registered party only. The claim should be supported by the original copy of cash memo with gate entry stamped.

11) CONTRACTOR SUPPLIED MATERIALS:

- I. All welding consumable including electrodes, filler wires for all carbon steel, SS, MS, CS, GI piping and structural fabrication works. The electrodes should be purchased from reputed manufacturers like M/s Advani, Oerlikon, D&H, ESSAB, L&T, and ADOR and approved by Engineering In-Charge.
- II. All gases required for cutting, welding, heating and for all other activities. The gases shall conform to the specifications and purity requirements as specified in the IS standards and procedures. The gases include oxygen, dissolved acetylene, argon, nitrogen, helium, etc. The storage of such gases shall be as per the gas cylinder or as per the instruction of Safety Department of TSIPL.
- III. All miscellaneous consumables like tungsten rods, purging and shielding arrangements, hoses for gases, etc.
- IV. All gases shall be supplied in cylinders meeting the safety requirements, fitted with flash back arrestors (both at cylinder outlet and at torch inlet), pressure gauges. The cylinders shall be handled in cylinder trolleys tied up with safety chains.
- V. Provision of all welding machines, HF units wherever required, attachments for GTAW welding, regulators, grinding machines, drilling machines, gas cutting torches, gas heating torches, hydro test pumps (motorized and manual), hydraulic pipe bending machines, electrode baking and holding ovens, portable electrode holding ovens, scaffolding, etc and all other equipment required to complete the job as per drawings, specifications and instructions of Engineering In Charge.
- VI. All equipment and measuring instruments shall be calibrated and shall have valid calibration certificate throughout the usage period.
- VII. Provision of all accessories for all the equipment mobilized by the contractor including all electrical cables (without joints), extension boards, plug tops, lugs, pressure gauges, valves, other measuring instruments, thermo chinks, etc.
- VIII. Provision of all tools and tackles including all required fitter tools, wire brushes (separate for CS, SS and other materials), chain pulley blocks, wire rope slings, chisels, files, manual punch (letters and numbers), approach ladder & platform, etc.
- IX. Qualified, experience and trained workmen and supervisors for performance of the entire job in contractor scope including welder qualification –should be

6G Position approved by TSIPL dedicated safety, quality supervisors and engineers.

- X. Contractor shall ensure availability of minimum number of personnel as directed by Engineering In-Charge at all time at site. The contractor shall also mobilize additional manpower to work and complete any emergency work as directed by Engineering In-Charge. All work executed by the contractor shall be measured and become payable as per the terms and conditions of this contract and the schedule of rates which forms part of this contract. No additional compensation is payable to the contractor for the performance of any work under this contract beyond those specified in the schedule of rates.
- XI. Provision of all PPE for its workmen and staff including safety goggles, helmets, safety shoes, hand gloves, welding helmets, safety body harness, etc as per the safety standards specified and instructions of Engineering In Charge.
- XII. The contractor shall follow all site specific instructions and procedures with regard testing requirements of contractor supplied equipment, tools and tackles.
- XIII. Contractor shall offer all electrical equipments and hand tools, gas cuttings equipments, all pressure gauges, regulators, all lifting tools and tackles, wire rope slings, D shackles, etc for inspection by designated persons of the company and shall obtain written approval before usage.
- XIV. Contactor shall obtain certificates as per factory act for all rigging tools and tackles and shall maintain validity of the certificates by offering for periodic inspection to authorized agencies and shall ensure that only those tools with valid certificates are used in the job.
- XV. Contractor shall at all times maintain records of all tools and tackles, equipment, measuring devices and gauges, including inspection and certification details, and make them available for inspection by Engineering In Charge or any other authorized personnel of TSIPL.

## 12) EXECUTION PROCEDURE:

- I. The procedure mentioned herewith is to be read in conjunction with the drawings, specifications and IS standards mentioned elsewhere in the document. The execution procedure mentioned here is not exhaustive and the Contractor shall prepare a method statement of the work execution and shall submit the same to Engineering In-Charge for approval. Contractor shall follow the Standard Operating Procedures wherever applicable and instructed by Engineering In-Charge. All work shall be executed as per approved procedures & only appropriate relevant IS Standards.
- II. Contractor shall contact the Engineering In-Charge for detailed work instructions for all work categories and execute all work accordingly. Permit to work procedures shall be followed at all times.
- III. Contractor shall prepare all quality records & check list for all its work; obtain approvals from designated inspection authorities from TSIPL. All work certification shall be based on inspection cleared works only.
- IV. Contractor shall make itself fully conversant with the locations and the type of job to be carried out therein so that the scope of work is clearly

understood and shall assess the requirement of resources required to complete the work in scheduled time. Contractor shall contact the respective Engineering In-Charge for this purpose.

- V. All welding work shall be executed by qualified and certified welders only. All welding shall conform to the IS standards and site specific specifications welder qualification –should be 6G Position approved by M/s. TSIPL.
- VI. Hole making into frame/pump/blower base plate should be done by Drilling Machine as per direction of Engineer-Incharge, Further no gas cutting will be used for Hole making, further work of piping/pump erection, should be executed as per Good Engineering practice with proper supporting as per direction of Engineer-Incharge.

**13) WORKINGHOURS:**

Normal working time shall be same as the general shift timing of the respective sites. This will be 8 working hours excluding lunch time. However based on the job requirement during the planned /unplanned, shutdown/ emergencies or as per plant requirement and instructions of Engineering In-Charge, contractor shall work beyond normal working hours also. No separate / additional compensation shall be payable for the same. In such cases the contractor has to work as and when required without any percentage increase on approved rates.

**14) MOBILIZATION FOR WORK:**

- I. Contractor shall arrange for necessary materials, workmen and supervision to start the work within 24 hours of instruction from Engineering In-Charge. In case of emergency or shutdown, contractor shall mobilize all required resources and start the work on immediate basis on instruction of Engineering In-Charge.

**15) JOB COMPLETION TIME:**

- I. For individual works from time to time as and when need arises, separate intimations shall be issued from individual plants / Engineering In-Charge. Contractor shall ensure mobilization of all required resources and completion of the job including dismantling, etc. as per Engineering In-Charge's instructions.
- II. Penalty will be raised by Engineering In charge of TSIPL to contractors in case of any delay in work completion beyond agreed period between contractors and Engineering In-Charge of TSIPL.

**16) MODE OF MEASUREMENT:**

- I. The work completion shall be inspected by Engineering In-Charge. There after the work measurement shall be done as per relevant IS code the approved IS standards procedure. The same shall be verified & approved from Engineering in Charge before raising the placement of R.A. / Final Bill.
- II. In any discrepancies arising during the verification of measurement sheet / invoice, the TSIPL reserves the right to deduct the part / full payment from the particular / pending bills.

- III. Daily work measurement is to be done & approval of same shall be taken from Engineering In-Charge.
- IV. R.A. Bills shall be placed at every 15 days with certified approved work measurement sheets & daily measurement sheet.
- V. In every documents, work location shall be clearly identified with name of plant / area, equipment tag no., floor location, name & signature of plant in charge, name & signature of concern engineer, name & signature of HOD of engineering department, name & signature of concern authority.
- VI. For all R.A / Final Bills, the same shall be certified by third party inspection agency and payment will be done as per third party certification.

17) SITE MOBILIZATION:

Contractor shall mobilize the site within 7 days from the date of receipt of Contract / email confirmation from TSIPL.

18) PAYMENT TERM:

- I. 100% of the invoice value inclusive of Taxes will be paid within 60 days from the date of certification approval of invoice by Engineering In-Charge.
- II. In case of incomplete / missing back up documents, invoice shall not be processed by accounts department of TSIPL. Also the date of approval of invoice shall not be considered for further payment process. In fact the date, when the documents will be completed shall be considered for the further payment process.
- III. Necessary TDS deductions will be done from each bill according to the Govt. Rules.

19) VALIDITY OF THE RATES:

- I. It will be 2 Years from the date of receipt of PO.
- II. During the contract period, if TSIPL Management observes any of your rate is on higher side as compared to market rates, the necessary amendments of rates shall be done in contract by mutual discussion with contractor. In such case, contractor shall put the satisfactory justification of higher rates to TSIPL Management.

20) TAXES & DUTIES:

All applicable taxes & duties shall be as per government rules & regulations only.

21) 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.

22) JURISDICTION:

The Court at Vadodara, Gujarat, India only shall have Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender order.

23) ARBITRATION:

All disputes or differences whatsoever arising, between the parties out of or relating to the supply or effect of this order or the breach thereof shall be referred to Sole Arbitration to be nominated by TSIPL in accordance with Arbitration and Conciliation Act 1996. The award passed in pursuance thereof shall be binding on the parties. Arbitration venue should be Vadodara only sitting shall be in a place as chosen by arbitrator and the proceedings shall be conducted in English.

24) TERMINATION OF CONTRACT:

Order can be terminated by TSIPL without giving any notice in case of Contractor is not adhering to specifications/ delivery schedules/ quality plan as decided by engineering in-charge. If TSIPL commits breach of any of the terms of this Agreement and fails to rectify the same within 15 days of receipt of intimation of breach from the Contractor, Contractor shall be entitled to terminate the agreement with immediate effect without any financial liability on either their side.

## **GENERAL TERMS AND CONDITIONS**

1. The company shall have a right to withhold the compensation payment of his bills or make necessary deductions from the same if the company finds that the contractor's job is not performed to the required standard or any damages /loss has been caused to the company by the contractor or its employees.
2. The contractor should make a necessary entry at Security Gate for his Manpower & machinery.
3. All Tools, Tackles & Machinery for carrying out the job are to be arranged by the contractor. This must be calibrated as per statutory laws.
4. We reserve all rights for inspection at any stage of work.
5. In case of any wastage of material/ rejection of work, we shall not pay anything & deduct the cost of our material from vendor invoice.
6. The contractor will be responsible for any type of undisciplined act done by his manpower.
7. You should get safety permission first from our safety officer before starting the work.
8. The contractor will provide PPE (ISI Approved) to his staff.
9. The contractor must follow all the safety rules as per the factory act & instruction given by our Safety officer; Plant & Site Engineers also ensure the following things.

(i) You must provide Safety shoes, ISI approved Safety helmets, Safety belts, Safety goggles, etc. to your employees.

(ii) Suitable Safety appliances must be made available at work site and its test certificates must be provided as and we ask.

(iii) Portable hand tools and tackles must be with suitable guards.

(iv) For welding, cutting job Dissolve acetylene cylinder with flashback arresters must be used.

(v) All Contractors' workmen must go through Medical check-up every year from TSIPL's approved Medical Officer; the charges for the same shall be borne by the Contractor. Contractor must submit Medical Fitness certificate of all their workmen to TSIPL.

(vi) If any violation of safety norms our safety officer, plant & site engineer is authorized to charge Penalty.

(vii) The industrial training program is compulsory before execute job training will be provided by our safety dept.

(viii) The contractor should take permission from the safety office before-working below the grounds, working at heights on our premises.

(viii) All scaffolding material supplies with erection and dismantle should provide by the contractor. A contractor must make Metal scaffolding only with a provision for stairs/platforms to do the job safely (bamboo scaffolds rampantly tied with coir

ropes is not accepted). No extra charges will be considered for the staging of scaffolding at any level as per the safety requirements.

(ix) The contractor must take a permit for Electrical connection, earthing etc. before starting the job.

10. The contractor must attach reconciliation certificates with bills for free issue material, failing which will not be passed the Final invoice & Hold the payment.
11. The contractor must maintain good housekeeping during & after work.
  - a) House Keeping: If the feedback comes "poor" during work 5 %of the billing amount will be deducted from the Bill.
  - b) House Keeping: If the feedback comes "poor" at the completion of the work, at that time Bill will not be cleared until it becomes "Good".
12. The contractor must deploy 1 skill supervisor at every 15 works.
13. I CARD of every person of contactors is required.
14. The contractor shall ensure that all Covid-19 related guidelines and safety precautions shall be strictly adhered to.
15. The contractor must make his own arrangement of accommodation for Personnel deployed.
16. No special premium to be given for any urgent nature of the job.
17. No escalation of price & taxes is given to the Contractor for allotted work.
18. The contractor is responsible to provide all necessary documents required by our IR & ADMN Dept.
19. The contractor staff should follow the rules & regulations of our organization.
20. The contractor must follow the CHILD Labour act – 1986 & Amended thereafter (Confirming for engaging more than 18 Years of Age). Woman workers are allowed only to work between 7 AM. to 6-30 PM
21. Placement of Work order:

TSIPL reserves the right to award the contract to more than one contractor at its sole discretion. If any vendor participated in the tender and meeting eligibility criteria / having relevant experience, they will be called for negotiation.
22. Validity of Contract:

The contract will be valid be for 2 Years from the date of finalisation. However, contract period may be extended further to the successful bidder for next 3 months or till the new contract is awarded as it may be deemed fit and necessary on the same terms & conditions.
23. Termination of contract order:

This agreement may be terminated by either party on thirty (30) days advance written notice
24. The Contractor must abide by all the rules & regulations applicable under various Labour laws & have to comply with the same within the time frame. He must submit



- necessary challan / return submitted by him before various government authorities as & when asked by the company for due verification of the same.
25. Bar chart shall be submitted by the Contractor before starting job & review of the same is compulsory every weekend.
  26. Pl. sends us the order acceptance within 5 days. Failing which it is considered that order is accepted to Vendor /contractor in totality.
  27. The contractor should be presented the invoice to the user immediately but not later than 7 days from the date of preparation of the Invoice.
  28. The vendor must do the carting of all debris as per site Engineer instruction.
  29. The vendor must take the approval of all items / sample before starting any activity from the site Engineer.
  30. Separate Billing requires for Tender & Non-Tender items.
  31. The vendor must make joint measurements sheet for all above mentioned items & extra items as well and the certified copy of JMR should be attached along-with the invoice.
  32. Contractor must obtain written approval from TSIPL-Materials for extra items (Non ARC items) prior to carrying out the activity. For an extra item, we require rate analysis & rates will be decided mutually by TSIPL-Materials before starting the work.
  33. The contractor must take Insurance for his Manpower, Machinery & Tools- Tackles.
  34. In case any accident incurred by any of your employees while working in our premises, total responsibility of Contractor & should maintain the Accident register also. (You shall be liable to pay compensation under the workmen's compensation Act.)
  35. In case of theft, or any untoward incident, involving your employees, you shall cooperate with the association in any legal matters arising therefrom.
  36. The contractor will have to give a minimum 1 YEAR guarantee for the work done. If the workmanship is poor & failed, you will have to do the work free of cost.
  37. This contract supersedes all other terms & conditions, of whatsoever nature, that may have been agreed upon either orally or in writing between both TSIPL and yourself unless specifically amended documented.
  38. The contractors must obtain the workmen compensation policy (specifying the worksite) for his Labour work & submit a copy of the same to the HR department before the start of the work.
  39. The Contractor and his worker are not allowed to carry Mobile/pan-padiki-gutka/lighters matchbox inside the plant. Anyone found carrying the same the contractor would be penalized accordingly. No worker is allowed on site under the influence of alcohol or drugs. The employer reserves the right to ban such workers from working any of the Employer's sites.
  40. The company shall not be liable to give any benefits to the Contractor and its employees nor the company shall have obligation or responsibility regarding implementation of minimum wages Act, Factories Act, Employees PF Act, Bonus Act,

Gratuity Act, WC Act, Maternity Benefits Act, Contract Labour (Regulation & Abolition Act), and any other Labour Act in respect of the Contractor and its Employees.

41. No interest will be paid to the Contractor on the Security deposit /Retention money.
42. Subcontracts: The Contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract, under any circumstances.
43. The contractor must take all material at the site by own cost. (cost includes lifting, shifting, loading unloading of material at any floor)
44. Water & Electricity free supply at one point at site.
45. Penalty: If work does not complete within the time then, 0.5% per week maximum to 5% of the total job.

46. Liability:

Service Provider would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within TSIPL. Any damage to any life and /or property /and or cargo inside TSIPL premises due to negligence / mishandling of equipment by the operator and / or malfunctioning of the equipment would be to your account. It is mandatory that necessary 3rd party insurance cover is kept valid by you for the equipment's operating inside the TSIPL premises.

47. Statutory obligations:

Service Provider would be required to ensure adherence of all statutory obligations related to your employees who would be working inside TSIPL premises. On award of the contract, you shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as follow:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) Factories Act 1965
- c) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- d) The Employees State Insurance Act 1948
- e) The Minimum Wages Act 1948&Bonus Act 1965
- f) The Workmen Compensation Act 1923
- g) Payment of Gratuity Act 1972
- h) Maternity benefit Act 1961
- i) Child Labour Act 1986

And other entrenchment benefit, Industries employment (standing order) act CG Industrial relation act and as amended from time to time in respect of the personnel deployed by you in the Company's premises. The contractor will discharge various liabilities relating to employee PF, Misc. provisions act 1952 contract labours as per procedure of TSIPL enforce. Contractor having valid labour license for 20 or more than 20 workers shall be considered for award for which contractor are required to submit photocopy of Labour license along with the tender.

It may be noted that the bill submitted by you for services rendered shall be processed only on submission of satisfactory proof of remittances Challan in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by you in the

Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to you.

48. Subletting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without written consent from TSIPL.

49. Payment Terms:

Payment would be made after 30 days of submission of certified monthly bills. Appropriate tax, as applicable from time to time, shall be deducted from the bills as per the statutory regulations.

50. Acceptance of Tender

The company reserves the right to accept or reject the offer without assigning any reasons, whatsoever. All the pages should be signed and sealed without fail as a token of acceptance of the terms and conditions mentioned in the tender documents.

51. Arbitration

Any dispute or difference whatsoever arising between the parties shall be referred for adjudication at Vadodara to a Sole Arbitrator to be appointed by the Chairman & Managing Director of TSIPL and the provisions of arbitration act 1996 including any statutory modifications or enactment thereof shall apply to the arbitration proceedings. The fees of the arbitrator if any shall be shared equally by both the parties.

## Documentation and Procedure

<b>A. Before Starting of any Contract Job (Labor Supply / Job Work).</b>	
Registration	Registration Form dully filled & signed by the concerned Department should be submitted to IR / Personnel / Admn. Dept. along with- (1) P.O. Copy / Work Order copy. (2) Blank Letter head of Contractor / Agency. (3) Rs.100/- Blank Non-Judicial Stamp paper purchased in name of Contractor / Agency for Standard terms & conditions Agreement. (4) ESII PF Code number letter (If Separately Registered under the Act.)
License	If Contractor/ Agency works with 10 or more employee must Submit copy of License issued from Labor Commissioner Office.
<b>B. On Starting of job.</b>	
ESI   PF   ID Declaration Forms	(A) If contractors are having his own PF/ESI number. Contractor must submit photocopy of ESI card and PF number of each worker with 2 PP size photograph of each worker for ID Card.
Attendance Card/ Register.	Contractors must maintain- (1) Attendance Card. (2) Attendance Register on daily basis.
<b>C. Entry / Exit of Contractor &amp; Contractor's workers.</b>	
Daily Entry / Exit	<ul style="list-style-type: none"> <li>• Contractor   Contractor's Supervisor must submit daily a list consisting Name &amp; ESI number of his worker to Security Gate Before taking entry from the Gate for work.</li> <li>• Each worker will have to carry ID Card with him at the time of Entry.</li> <li>• Security Personnel must mention Exit time of each Workers &amp; Submit this report to IR   Personnel   Admn. On next day.</li> </ul>
<b>D. End of the Month.</b>	
Wage Register.	(A) Contractors not having separate ESII PF code number must submit: (1) Attendance register (2) Wage register dully prepaid before 5th day of next month for Deduction of ESI/PF in system of passing the bills. (B) Contractors having separate ESII PF code number must submit self-certified copy of: (1) Attendance Register (2) Wage Register (3) Previous month PF/ESI paid Challan. (4) PF Form 12/A- dully received by PF Authority.
Compliance	Contractors are supposed to show minimum compliance for ESII PF in Compliance the ratio of 60:40 of Bill amount in case of Labor Job only and 30:70 of Bill amount in case of Labor with Material...
<b>E. Statutory Requirements &amp; Records</b>	
Statutory Requirement.	• Wages to worker should be paid along with wage slip on or before 7th day of next month in the presence of Authorized Representative of Company and has to take

Records	<p>Signature of Authorized Representative of the Company in Wage Register. Contractor will have to maintain following Records I Register Returns.</p> <ul style="list-style-type: none"><li>• Attendance Register Form No.6</li><li>• Attendance Card FormNo.5D</li><li>• Wage Register. FormNo.13</li><li>• Pay Slip Form No.19</li><li>• Over Time Register FormNo.23</li><li>• Employment Card FormNo.14</li><li>• Privilege Leave Register FormNo.18</li><li>• Privilege Leave Card FormNo.19</li><li>• ID Card &amp; ID Register AS PER FACTORIES ACT.</li><li>• Inspection Book AS PERF ACTORIES ACT.</li><li>• Yearly Return Form No.3</li></ul> <p>If Contractor is having License and deploying 10 or more than 10 workmen then they will have to maintain Extra following Registers.</p> <ul style="list-style-type: none"><li>• Deduction Register FormNo.20</li><li>• Penalty RegisterFormNo.21</li><li>• Advance Register FormNo.22</li><li>• Half Yearly Return.FormNo.24</li></ul>
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