

TRANSPEK-SILOX INDUSTRY PRIVATE LIMITED

Kalali Road, Atladra, Vadodara - 390012
Tele No. 0265-2680401 / Fax No. 0265-2680102

NOTICE FOR INVITATION OF TENDER FOR

SUPPLY OF MANPOWER (Skilled, Semi-skilled and unskilled)

Tender No. TSIPL / ARC/ Manpower / A-E-PQ / 21-23 / 01

Date: 04.02.2021

LAST DATE OF SUBMISSION: 15.02.2021

Dear Sir(s),

1. Sealed tenders are invited for SUPPLY OF MANPOWER (Skilled, Semi-skilled and unskilled) Services for two years as mentioned in the Annexure(s) from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower under skilled, semi-skilled and Un-skilled categories specified under "Scope of Work" appended hereto. General Terms & Conditions of Tender are set out in the document attached.

2. Tenders must be submitted in sealed envelope only superscripted on the face thereon "TENDER FOR.... & TENDER NO... to :

The Deputy General Manager (Materials)

Transpek-Silox Industry Private Limited, Kalali Road, Atladara, Vadodara - 390012 Phone: 91 265 2680401 - 5 Fax: 91 265 2680407

3. TENDER FEE:-

- a. Participating tenderers must deposit Tender Fees of Rs.1, 000/- (Rupees One Thousand only) in the form of Demand Draft in favour of "TRANSPEK-SILOX INDUSTRY PRIVATE LTD", payable at Vadodara (Gujarat).
- b. EMD Submission of Earnest Money Rs 50000/-
- c. Cheque or any outstanding payment with Transpek-Silox Industry P Ltd. (TSIPL) shall not be accepted / considered as tender fees.
- d. The tender fee paid is non-refundable
- e. Tenders without Earnest Money are liable to be rejected

Enclosed: - Terms & Conditions and Annexure.

SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per govt . rules & regulations

The number of manpower may be increased or decreased at the option/ requirement of TSIPL from time to time.

TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

- i) TSIPL will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to TSIPL with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the TSIPL every month.
- v) The normal time to make the payment by the TSIPL is 45 days to 60 days from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by TSIPL due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of TSIPL.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract

Age: He / She shall be between age group of 18 years to 45 years

Contractor shall ensure that the payment is made to his workers on or before 15th of every month in presence of an authorised representative of the Company irrespective of the fact whether the bills have been cleared by the Company or not. However, Company shall make payment to the Contractor within 30 days of submission of bills.

TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i) The deployed manpower will get the benefit of paid holidays as notified/ declared by the TSIPL. For holiday on these days, the manpower will be paid wages at the rate equivalent to the average of his daily wages.
- ii) We need manpower for our operations of 24 X 7 X 365 days working..
- iii) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of TSIPL.

EARNEST MONEY DEPOSIT (E.M.D.):

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.50,000/- in the form of NEFT / Demand Draft/Pay order only in the name of TSIPL payable at Vadodara. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful bidders will be returned.

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of Rs.2,00,000 (Rs. Two lakh only) on total bid amount of one year which shall be valid for two years, shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only in the name of TSIPL, payable at Vadodara, having validity of two years. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by TSIPL after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

GENERAL INSTRUCTIONS:

i) Interested Parties shall submit their sealed tenders .The inspection of the premises can be made, if required between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of download of Tender.

ii) TSIPL reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.

iii) TSIPL takes no responsibility for delay, loss or non-receipt of applications.

iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by TSIPL shall be accepted by the tendering

Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of two years from the date of award of work order and may be renewed for further period of one year unless it is curtailed or terminated by TSIPL owing to deficiency of services, sub-standard quality of manpower, breach of contract, reduction or cessation of the requirements or for any appropriate reason

v) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

vi) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower on the same terms and conditions in reasonable time.

vii) All selected manpower shall wear Identity Card provided by the contractor every day during working hours.

viii) The tenderer will be bound by the details furnished by him/her to TSIPL, while submitting the tender or at any subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Vadodaras jurisdiction only.

ix) The persons deployed shall observe all etiquette and protocol while performing duty.

x) The successful tenderer will have to deposit the Contact agreement duly signed

RIGHT TO ACCEPT OR REJECT TENDER

i) The right of acceptance of tender will rest with TSIPL

ii) TSIPL reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

(i) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Skilled/ Semi-skilled/Unskilled manpower deployed by them in TSIPL in the given time limit:

a) List of persons deployed.[monthly]

- b) Birth proof of the candidates- [at the time of deployment]
- c) Copy of Aadhaar Card of the candidates
- d) Identity Cards issued by contractor bearing photograph - [within 8 days]

(ii) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.

(iii) The Contractor shall replace immediately any of its personnel found unacceptable to TS IPL because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from TS IPL.

(iv) The persons deployed are required to work in shifts as per TS IPL requirements. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.

(v) All the issues related to contract, monthly payments etc shall be communicated and processed through the Facility Coordinator appointed by Head of TS IPL.

(vi) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in TS IPL. The persons deployed by the contractor at TS IPL shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

(vii) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. TS IPL shall, in no way be responsible for settlement of such issues whatsoever.

(viii) TS IPL shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

(ix) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of TS IPL during the occurrence or after expiry of the contract.

(x) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in TS IPL.

(xi) The Contractor agrees to execute, fulfil and discharge the work and obligations hereinafter provided in the manner agreed to the entire satisfaction of the management of the Company.

(xii) The Contractor shall execute and efficiently handle the work entrusted to him in accordance with the direction and specific instructions as having been correctly executed and efficiently handled until the Company approves it. The scope of service to be provided under this Agreement is described fully in **ANNEXURE I**.

The activities listed in said **ANNEXURE I** shall be carried out in the shift basis deploying Labours and Supervisor by the Contractor on daily basis throughout the contract period irrespective of any festival or other holidays.

(xiii) The Company shall pay the Contractor as per the Rates shown in **ANNEXURE II**

LEGAL

(i) The contractor shall pay the minimum rate of wages as per Central Sphere – Ministry of Labour and Employment under the scheduled employment – Construction (The work to be carried is of data entry, scanning and digitization. No specific category for such type of work is available in Central Sphere.)

(ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in TSIPL.

(iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to TSIPL to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of TSIPL or any other authority under law.

(v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

(vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof TSIPL is put to any loss/obligation, monetary or otherwise, TSIPL will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(vii) The contractor shall keep TSIPL indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by TSIPL, in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of TSIPL, in the standard format, in this regard.

The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

Disputes & Differences:

Decision of the TSIPL regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

TERMINATION

This agreement may be terminated by either party or fully by giving one month notice in writing of the intention to terminate without specifying any reason(s) for termination.

On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

MODE OF PAYMENT

(i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Head of Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the Office.

(ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of TSIPL

A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract

Quality, Wastage and Penalty.

The Contractor is expected to depute trained personnel for each Activity to produce good quality product, keeping rejections at minimum. It is agreed by and between the parties that suitable penalty shall be levied on account of any negligence on part of the Contractor which is detailed in **ANNEXURE III.** Contractor agrees to rework all the damages, which are directly/indirectly attributed to the negligence on the part of Contractor without charging any

extra amount. The record maintained by the Company in this regard shall be treated as final.

1. The Company shall, if it suits to its convenience, give the necessary tools, equipment, infrastructure, place required for the purpose of execution of work entrusted to the Contractor and the Contractor shall properly account for the same and shall return the same to the Company. Company will be responsible for the routine maintenance of Company equipment. In this regard, Contractor is responsible for advising Company of the condition of Company equipment and informing duly authorised Company representative of necessary repairs. Contractor and Contractor's staff are responsible for using Company equipment in a prudent and careful manner and to attempt to prevent damage to Company property. Any damage to Company property above and beyond normal wear and tear shall be charged to the Contractor. Company equipment is to be used for the work of the Company and not any other purpose.
2. In case the jobs entrusted/assigned to the Contractor are not satisfactory or not in accordance with the specifications given by the Company, the Contractor shall be liable to repair the same and in default whereof the Contractor shall compensate the Company.
3. The Contractor shall maintain proper account of the material or other items provided by the Company for execution and completion of the jobs. The Contractor should also maintain details of the work carried out by them in the requisite format.
4. The Company shall have privy of contract with the Contractor only and shall give instructions to him and shall have nothing to do or concerned with the conditions of employment of the workers working for Contractor. Personnel provided shall be exclusively the Contractors employee and shall not in any event be deemed to be in employment of the Company, nor eligible for any of the benefits of the Company employment. The Contractor shall issue separate / independent appointment letters and / or its name to the employee.
5. The Company shall not be entitled to retain any control, supervision or the manner of the discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Contractor.
6. The Contractor shall be liable for due observation and implementation of the statutory conditions or requirements of labour and factory laws as applicable to his workmen.

7. It shall be the sole responsibility of the Contractor to ensure that their workers while performing their duty undertake appropriate and adequate safety measures. The Contractor shall be solely responsible for any accident/injury/death either in terms of compensation or any other form liability.
8. The Contractor shall adhere strictly to the provisions of the Contract Labour (R&A) Act.
9. The Contractor undertakes to cover his personnel under ESI Liability Policy or cover his personnel under adequate Insurance Policy covering all the risks arising out of and during the course of employment. The company will reimburse the premium to the contractor on production of its payment receipt. The Company shall not be responsible nor entertain any claims on account of any Injury/Death of Contractor's personnel.
10. The Contractor shall be free to work anywhere else or to undertake any contract provided that he shall remain responsible to the Company for the due and efficient execution of the jobs entrusted to him.
11. The Company shall not be, in any manner responsible for any act of omission or commission of any of the clauses mentioned in the contract relating to workers engaged by Contractor and no claim in this respect shall lie against the Company. If any such claim is made against the Company by any worker or his heirs engaged/employed by the Contractor, which the Company is obliged to discharge by virtue of any statute or any provision of law and rules due to the mere fact that the workers of the Contractor are working at the Company premises or otherwise, the Contractor shall be liable to indemnify/reimburse the Company all the money paid in addition to the expenses incurred by him for which the Contractor shall be required to take a suitable insurance coverage through any approved insurance Company .

PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of two years from the date of award of work order. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of TSIPL for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency

The contract may be terminated even before the stipulated period by either party by giving the other one month's notice in writing, however, the Company reserves the right to terminate this contract without assigning any notice/reasons if the

Contractor is found to be involved in any act of negligence, dishonesty or any such act which is detrimental to the image of the Company.

12. In case of any dispute the courts in Vadodara will have sole jurisdiction.

13. In case of any dispute or difference between the Company and the Contractor with regard to any matter including interpretation of implementation of any of the above clause, the same shall be referred to the arbitrator who shall be the Managing Director of the Company.

ANNEXURE I

(A) LOADING AND UNLOADING

1. Shifting of raw material to the plants.
2. Charging of raw materials to the reactor
3. Packing of the product in MS / HDPE drums / bags / jar / pouches of different sizes.
4. Stitching of bags / sealing of drums.
5. Weighing of drums / bags.
6. Stacking of drums / bags on pallets
7. Sorting of finished product

Note : Packing activities shall be on per Ton basis, derived based on minimum wages

(B) HOUSE KEEPING

1. Cleaning of plant premises
2. Cleaning of Toilets
3. Cleaning of Office premises
4. Maintaining of Proper house keeping of area of the Company

ANNEXURE II

Contractor will be paid at the following rate for the Manpower supply to carry out activities inside the company premises as mentioned in Annexure – I

Break up for Manpower supply Rate W.E.F. _____			
Atladra Site (Zone I)/ Ekalbara Site (Zone II)	Rs./Manday	Rs./Manday	Rs./Manday
	Unskilled	Semi-Skilled	Skilled
Basic Rate			
Special Allowance			
Total (Basic+S.A.)			
PF including Adm. Charges @13%			
ESI @3.25%			
Bonus @8.33%			
Service Charge (Fix)			
Total			
Supervisor Charges (Incl. all above)			
GST Extra as applicable - Presently @18%			

- The Basic rate is as per the applicable Minimum Wages declared by the Government and will get revised in the month of October and April.
- The Bonus amount will be retained by the Company and will be reimbursed to the Contractor on its actual payment to the workers and after submission of the proof in this regard, as per the provisions of the Bonus Act 1965 as prevailing in force at the time of payment.
- Tentative requirement of the manpower in Nos

Atladra site – 225 Nos
Ekalbara Site – 750 Nos

The requirement of the manpower is approximate, and may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower on the same terms and conditions in reasonable time.

- The Company shall provide Helmets to the contractor once based on the manpower deployed. Thereafter, the Contractor shall be responsible for maintaining the same.
- The Contractor shall provide Safety Shoes to their each workman deployed at the Company. The Contractor shall get approval for Quality of Safety Shoes from the Company's EHS Department.
- Other Safety equipment's that are necessary to perform the job awarded shall be provided by the Company.
- Contractor shall be responsible for arranging medical check-up as prescribed by TSIPL for the deployed manpower, once in a year.

ANNEXURE – III

PENALTY

- (A) Contractor will follow the disciplinary rules failing which company shall have the right to impose appropriate penalty.
- (B) For any stoppage of plant due to the reasons directly attributed to negligence on part of the Contractor a fine of Rs.5000/instance will be levied.
- (C) The Contractor shall deploy required nos. of labours as per schedule given. Failing to supply labours as per the schedule, penalty of Rs.500/- per person will be levied.
- (D) All your labours will wear PPEs as per instructions of our EHS Deptt.. Any labour found to be violating this rule, a fine of Rs.500/- will be levied per person on first instance, Rs. 1000/- for the second instance and for third instance the person shall not be permitted from entering in the factory thereafter.