

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



TENDER DOCUMENTS

FOR THE DEPLOYMENT OF OHC STAFF FOR 1 YEAR

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.

TENDER DOCUMENT FOR THE DEPLOYMENT OF OHC STAFF

Tender Ref.: PCL/OHC/2024-25

Date: 12.03.2024.

The bids are invited in Three sealed envelopes specified against each as detailed here under. Each sealed envelope & outer sealed big cover shall be super scribed with Tender Reference Number, Name of Work & content in it.

Stage I Bidding

Sealed Envelope –I General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work

Sealed Envelope – II – Earnest Money Deposit

Sealed Envelope – III- Commercial Price bid

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 & send the documents through hand delivery **latest by 20/03/2024.**

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

E-Auction:

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

Technically acceptable contractors against this tender shall be enlisted in our pre-qualified list of Contractors for Contract worker jobs to be carried out at our E-31 plant. **The Contract would be finalized by Online Auction Procedure.**

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



The Tenderer 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 PCL. PCL 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 Nandkishor Dabade. Mob No: 9860776858. For commercial queries you may contact Mr. Piyush Koche. Mob No: 7020784575

Thanking you,

Yours faithfully,

For
PERFORMANCE CHEMISERVE LTD. (PCL)
Yogesh Bodhe
GM (Commercial)

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS: -

1. Earnest Money:

(a) **Earnest Money Deposit of Rs. 1,00,000/- in the form of Bank demand draft to be submitted in favour of** "PERFORMANCE CHEMISERVE LTD. (PCL) drawn on any nationalized bank or

any reputed private banks, like IDBI, Axis Bank, etc. to be submitted along with tender document. The Earnest Money Deposit will not carry any interest.

Every vendor should follow the minimum wages rate applicable. Anybody quoting less than minimum wages at the time of Auction shall not be qualified for this tender.

(b) PCL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason. Late tender will not be accepted / received.

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

(d) 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.

(e) The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.

(f) If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the PCL reserves the right to reject such tenders without assigning any reason.

(g) Not more than one tender will be submitted by one Tenderer for the same work.

2. All pages of the tender form and questionnaire must be signed and sealed by Tenderer.

3. Tenderer have to submit details along with documentary evidences for the following:

- 1] Registration/ Incorporation 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 Goods And Service Tax (GST).
- 4] Allotment letter under ESIC Act
- 5] Registration certificate under Maharashtra Labor Welfare Board.
- 6] Registration certificate for professional Tax.
- 7] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- 8] ISO Certification holder: Name of certification: ----- Validity: ----- (Attested Copy to be enclosed)
 - 9] Organization Chart: Executive -----, Technical Staff----- (Attested Copy to be Enclosed giving the details)
 - 10] List of requisite machineries, tools & tackles, equipment. (Attested Copy to be enclosed)
 - 11] Audited annual Turn-over: for last three Financial Years.
 - 12] List of similar jobs carried out in other company with proofs.
 - 13 Client List:
4. PCL 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 forfeiting of EMD.
 7. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be.
 8. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract. Tenderer are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 9. If the Tenderer give wrong information deliberately to create conditions for acceptance of the tender, the PCL 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 Tenderer 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) Tenderer shall quote in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Tenderer. Tenders should

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



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 Tenderer 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) 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.

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

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

(viii) The rates CTC Should be based on minimum wages applicable for the labour. The rate is fixed during contract period. Any change (increase / decrease) in minimum wages during the contract period will not be payable extra by PCL.

3.0 AMENDMENT TO NIT (Notice Inviting Tender)

At any time prior to the deadline for submission of bids, PCL 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.

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

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

5.0 EARNEST MONEY DEPOSIT (EMD)

The amount of Rs. 100,000/- as Earnest Money shall be deposited in the form of **demand draft**. **The EMD should be in the name of “PERFORMANCE CHEMISERVE LTD.(PCL).”** 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 (LOI) / Work Order, the EMD shall be liable to be forfeited. 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 on receipt of Bank Guarantee towards security deposit. The tenders without E.M.D. shall be liable for rejection. E.M.D. amount will not carry any interest. E.M.D. of the unsuccessful participated bidders will be refunded at earliest.

6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

PCL 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 PCL. If a Contractor whose past performance has not been found satisfactory in the opinion of PCL, then PCL reserves the right to refuse the tender documents or reject the tender while opening or evaluating the tenders. The decision of PCL regarding performance evaluation shall be final & binding on the Contractors.

7.0 VALIDITY OF BIDS:

Bids shall be valid for at least 120 days after the date of price bid opening prescribed by the PCL. A bid valid for a shorter period may be rejected at the discretion of PCL. In exceptional circumstances, PCL 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 PCL. 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 PCL due to change in specifications / scope or otherwise.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



ANNEXURE II - SPECIAL TERMS AND CONDITIONS: -

1. SAFETY ASPECTS:

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

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

- A. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at PCL 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.
- B. No young, minor Child shall be allowed to enter and work at site of PCL.
- C. The Contractor shall ensure the safety training of their workman prior to start of the job.
- D. Electrical hand tools, welding machines deployed for the job shall be confirmed for proper earthing. The same shall be inspected by PCL Safety Officer and Electrical department.
- E. Contractor shall deploy Safety Supervisor for the contracts valuing more than Rs. 1 Crore Per annum.

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 PCL Safety officer to all manpower reported on duty. The contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors' workers. Every contractors' workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of PCL. The certificate will be valid for a period of six months from date of issue. After the validity is over, contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

1.03. Accident Reporting:

- 1) Safety of the worker/s is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contractors worker shall be notified to the PCL Supervisor and Safety Officer on duty.
- 3) Any near miss, minor injury, accidents 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 further treatment advised by OHC /Factory medical officer shall be made available by Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. PCL shall not be responsible for the same.

1.04 Safety performance

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

2. Labour law and Safety codes:

All the matters concerned with labour management shall be as per the Labor laws/applicable Labor Codes in future. 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 PCL Administration in the prescribed format. If labour license is not applicable, the Contractor shall obtain a confirmation to this effect from PCL Administration.

Contractor will comply with all applicable labour codes in future and other existing statutory laws applicable from time to time. All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 read 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

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



Act 1936, Maharashtra Labor Welfare Act, etc. should be adhered to by the contractor and such other rules/ regulations/ laws made applicable from time to time.

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

Safety Code:

- a) Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from PCL Safety Manager. Hazard Identification and risk assessment shall be done for each activity and accordingly risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
- b) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
- c) 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.
- d) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
- e) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work everyday.
- f) Every electrical supply shall be taken through closed socket and ELCB, every electrical hand-tool will be having proper earthing arrangement.
- g) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- h) An injured person shall be taken to a public/private hospital without loss of time, in cases where the injury necessitates hospitalization.
- i) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

2.01 Deployment of Medically Fit Manpower:

For the due execution of this Contract, the Contractor shall deploy workers/supervisors who are at all times physically and mentally fit and are not disabled/handicapped and do not suffer from any chronic or contagious disease. It shall be the responsibility of the contractor to ensure that its Workers/Supervisors

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



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 PCL 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 PCL's Medical Officer in this regard shall be final.

2.02 MEDICAL EXAMINATION:

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

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

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

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

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

2.03 UNIFORM:

The contractor shall provide uniforms to their staff at his cost.

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 PCL P&A dept. that they are maintaining necessary records as required under labour laws.

3. Documents required at the time of issuance of gate passes :

Whenever the Contractor applies for gate passes to his worker/s to enter into PCL premises, they have to apply on its letter head as per the format with HR Department,

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



along-with following documents. The application should be recommended by authorised User Dept.

1. Copy of Work Order issued by PCL
2. Copy of Temporary or Regular ESIC Card of each worker (under ESIC Act) or Employees Compensation Policy (If contract worker drawing wages more than Rs.21000/-, required authentic proof i.e. appointment letter or last month payslip) or Employees Compensation Policy along-with list of employees who is covered under the said WC.
3. In case more than 49 persons are to be engaged, contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of ESIC Allotment letter under ESIC Act
5. Copy of Registration certificate with PF organization for allotment of PF code number along with previous month ECR copy
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 / Copy identity card.
11. Copy of Insurance coverage act covering PCL, as workplace, 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 PCL.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. Copy of GST certificate and Copy of Establishment Pan card
14. Copy of Aadhar card of contract employees.

4. Procedure to be followed by the contractors during the work period.

Documents / Registers / Challans are to be maintained & original signed copies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month(No photocopy will be accepted)

- 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 PCL. 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 PCL.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- 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 PCL.
- 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 PCL.
- 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 PCL.
- 7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell & xerox copy of same to be submitted to PCL.
 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.
- 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.
- 13) 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. PCL has right to hold the bill for any particular month if the Contractor has not complied with the mandatory statutory compliances.

5. 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.

6. ASSIGNMENT OR SUB-LETTING OF CONTRACT:

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



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 PCL. Any breach of this condition shall entitle PCL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to PCL 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 PCL. and shall not release the Contractor of any responsibility under the Contract.

Agreement on stamp paper (Rs. 100/-) is mandatory. The agreement should not be for manpower supply. It should be Activity based.

7. CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC.-

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

8. INDEMNITY:

Without prejudice to any other provisions in these conditions, the Contractor shall be bound to keep PCL, its Directors, any representative, employees of PCL fully indemnified against any action, cost, penalty, damages, 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, PCL has to take-over the liability, PCL 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 PCL to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to PCL

9. Declaration of Tenderers/ Contractors Relation with PCL Employee(s):

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

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



time. If the Tenderer/ Supplier fails to inform the same, PCL shall at sole discretion may reject the tender.

The Tenderer/ Contractor shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the “NITT”.

10. Dispute not to hold up works:

The successful Tenderer(s) shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Tenderer shall be considered as a breach of contract and PCL reserves the right to take such action as it may deem fit keeping its interest as paramount.

10. 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.

11. 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.

12. 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.

13. Contractor’s liability for all taxes as per Govt. Notification.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



14. Deduction for non-compliance: If PCL job-controller observes non-compliance by the Contractor in complying with provisions of labour statutes and specific Acts relevant to the Contract, PCL shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case PCL is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, the PCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the PCL to the Transporter/ Contractor whether under this Contract or otherwise.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



COMMERCIAL TERMS AND CONDITIONS :-

1. Contractor to submit their offer for the Monthly charges which includes Manpower, Equipments / Machinery, Tools & Tackles, Consumables, Digitalization of services/Checklist Uniform & PPE's, etc.
2. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.
3. Invoice & payment: The contractor shall submit on or before the expiry of the 1st week of the following month proforma running bill of the last month in the format provided by PCL, in triplicate, to the EIC of the work giving abstract and attached with detailed, duly signed, joint measurement sheet for the various items of work executed during the month. The joint measurement sheet will be submitted to EIC, within two days of completion of job by the contractor.

The contractor shall prepare final running account bill based on the certified measurements and summary sheets and submit the same along with the enclosures mentioned herein to the person designated by the owner. Invoice shall be submitted exactly as per the original work order in line with the line items with actual quantity executed. Additional quantity (other than W/O) shall be claimed only after the issue of amendment to the work order. Also, where the rates are not available but the jobs are executed as per the instructions of EIC, contractor shall submit the invoice only after the issue of amendment to original Work order. Accordingly, payment shall be released in two phases i.e. Based on original WO & based on amendment to original WO.

The Job coordinator shall effect payment within 30 days from the date of receipt of final running account bill provided the same is complete in all respects & duly certified by the engineer- in - charge.

The applicable TDS shall be deducted as per the existing provisions of the law in force. The number of payments to be made to the contractor shall be restricted to one in each month.

The payment shall be released by RTGS or NEFT with nominal charges per transaction. The contractor should provide requisite details of their bank, Account No. Branch code, etc.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



4. Payment Terms: Monthly one Bill to be submitted to job co-ordinator. Payment will be made within 30 days only after the receipt of original bills duly certified by job coordinator & AGM's/ GM's authorization.
5. The payment will be made on due date.
6. The quantity mentioned in the enquiry document is Approximate and may vary. However the contractor will be paid as per the actual execution of the job which is to be certified by our job coordinator.
7. Validity of the contract: one Year from the date of receipt of PO. The contract may be extended by another 3 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 PCL.
8. Conditional Offer: Conditional offers will not be accepted under any circumstances.
9. Taxes and Duties: Taxes and duties will be paid by PCL as per government notifications
10. **Security Deposit :**

In the event of contract, the Contractor shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days from date of issue of LOI/PO. The security deposit can be furnished by way of a Irrevocable Bank Guarantee from any Nationalized or reputed private bank. The Bank Guarantee must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting Bank Guarantee. Contractor has the option to deposit Security Deposit in the form of Demand Draft, payable at Talaja. The security deposit will be forfeited in case of failure terms & conditions. No interest shall be payable on Security Deposit. No interest shall be payable by us for the sum deposited as a Security Deposit and it will be returned to you at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.

The Security Deposit must be valid till completion of the contract in all aspects. No charges are reimbursable for getting Bank Guarantee.

11. **Relationship :**

Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction.

12. **Supervision :**

A competent supervisor(s) of Contractor shall be available or visit time to time at work site at the time of actual work to understand the requirement of PCL from time to time and/or instructions. Contractor's representatives and workers shall follow at all time the instructions given by the concerned department/authorities.

13. **Force Majeure condition:**

The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood, Pandemic, Disease 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

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



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.

14. Jurisdiction:

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

15. 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 PCL and the Contractor mutually. If the Contractor inspite of giving opportunity fails to appoint Sole Arbitrator then, PCL shall in accordance with Arbitration and Conciliation Act, 1996 appoint Sole Arbitrator which shall be acceptable to the Contractor. Arbitration sitting shall be in a place as chosen by arbitrator and the proceedings shall be conducted in English. The award passed in pursuance thereof shall be binding on the parties. The cost of arbitration shall be equally shared.

16. Termination:

- A. The contract can be terminated by either party i.e. PCL or the Contractor, after giving three (3) months notice to the other party, extendable by mutual agreement till such time, PCL finds alternate arrangements. However, PCL 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. PCL decision in such a situation shall be final and binding on the contractor without any objection or resistance.
- B. On termination of the contract, the contractor will hand over all the equipments/furniture/article etc. supplied by PCL in good working condition back to PCL except normal wear and tear.
- C. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of housekeeping, PCL 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 PCL finds alternative arrangement.

17. In the event of contract not being considered, we reserve our right to extend the expiry date by not more than 3 months for smooth handover. There should not be any breach of any rules and / or regulations or any violation of the terms and conditions once the order will be finalized and during the complete tenure of contract. In case any breach / violation / misconduct observed, then PCL will impose appropriate penalty on the vendor / contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at the risk and cost of the vendor / contractor. Any loss and / or damage to the Plant and / or machinery or any property belonging to

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



PCL or its contractors due to the negligence / mistake on part of any manpower employed by the contractor will be dealt with seriously and will culminate in recovering from your monthly bills. It will be the sole discretion of PCL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.

Insurances :

Contractor shall obtain and keep valid, at all times adequate insurance cover for its personnel, material and equipment, against all losses and liabilities whether at common law or under any statute relating to workers Compensation or Employer's Liability in the jurisdiction in which the Services are performed, from any accident or injury to any person employed by it in connection with the Services and shall ensure that all its workers, staff, employees and representatives labor are similarly insured in respect of their employees including claim against third party liability.

Job Controller – Mr. Shri Nandkishor Dabade of PCL shall be the job controller or any other person appointed by the Company from time to time.

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.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



(On Contractor's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by PCL 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)

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



GENERAL INFORMATION :

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

(Signature of the Contractor & Seal)

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



INFRASTRUCTURE / RESOURCES :

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

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

(Signature of the Contractor & Seal)

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



SELECTION OF AGENCY FOR DEPLOYMENT OF OHC STAFF AT PERFORMANCE CHEMISERVE LTD, TALOJA

PERFORMANCE CHEMISERVE LTD (PCL) needs professional Service Level Agreement (SLA) base Housekeeping Services with digitalization applications to maintain the cleanliness and hygiene of our plant facilities in **TALOJA**. We are seeking Tender / Quotations from experienced service providers for this critical requirement **for the deployment of OHC staff**.

ANNEXURE 1 - Service Level Matrix, Penalty Evaluation and Penalty Matrix- Offices given in the end of documents which will be base for Service Level Agreement (SLA) and payment process. **PRICE BID** to be submitted based on Service Level Matrix and Monthly cost for **CFMS to be mentioned**.

Sr. No.	Description	UoM	Qty.	Unit Rate in Rs.	Total Amount in Rs.
1	Providing Factory Medical Officer	Month	12		
2	Male Nurse Services	Month	12		
3	SWEEPER CUM WARD BOY	Month	12		
	Total Amount in Rs.				

SCOPE OF WORK (SOW) FOR DEPLOYMENT OF OHC STAFF AT PERFORMANCE CHEMISERVE LTD., TALOJA PLANT

TECHNICAL SPECIFICATIONS & SCOPE OF WORK

- 1) Providing 1 Occupational Doctor (Qualification and working hrs. mentioned in Duties of Medical Officer – Industrial Experience at least 5 years)
- 2) Providing medical nurses working round the clock and 365 days on shift basis. (Experience at least – 5- 10 Yrs.)
- 3) Providing ward boy working round the clock and 365 days on shift basis.
- 4) All Statutory requirements like PF/ESIC/PPEs/Uniform to be provided by the contractor.
- 5) Contractor shall be responsible for all the legal liabilities.

Factory Medical Officer:

Qualification- MBBS, AFIH, (Mandatory)

Work Location – MIDC Taloja, Raigad (Maharashtra)

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- Day to Day Management of the Occupational Health Centre (OHC) along with the Paramedics
- Identification of occupational health hazards at the plant across various shop floors
- Identification of notifiable diseases (if any) as per the schedule II of the Factories Act
- Address medical problems of the workers as well as any industrial occupational health related problems.
- Conduct pre-employment health record evaluations and shall discuss with the concerned employee and inform any abnormalities found in report. To mention about regular annual health check-ups of all employees and maintain proper records.
- Maintain medical health records at the OHC. Files of Unit employees, other records shall be kept up to date.
- Conduct health & wellness awareness programs & workshops on various topics lifestyle diseases, prevention of occupational health hazards, and importance of using PPEs etc.
- Ergonomics and basic health management sessions, counselling, trainings First Aid & Emergency Care/Basic Cardiac Life Support (BCLS)
- Provide emergency care to the employees in case of workplace related injuries, illness, and exposure. During any emergency, Doctor shall consult Site EHS head apprise him line of action required.
- Doctor shall attend all cases referred to hospital from the Designated Place, give the progress report EHS head & HR head.
- Conduct a hygiene inspection of the workplace including the canteen and submit a report along with observations and recommendations.
- Conduct regular audits of the plant & OHC to ensure compliance to the health and hygiene requirements.
- Site Sops related to OHC shall be followed and maintain the records as per SOPs.
- Medicine management at the OHC
- Maintain proper hygiene & proper disposal of bio-medical waste complying with legal requirements.
- Work with the EHS head and HR team to drive various awareness programs on health.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- As part of wellbeing activities, doctor shall co-ordinate with EHS & HR and arrange the employee well-ness programs on periodical basis.
 - Maintain a congenial work environment with workers, management & Manage the OHC medical team.
 - OHC Reports and communication management.
 - Maintain Documentation as per the Factories Act. Like, Incident / Accident register, Health register, employee health records, bio medical waste returns etc.
 - Doctor shall attend to safety committee and explain about the health-related issues.
- General Shift Timing – 09.30 pm to 5.30 pm
No. of working days – Monday to Saturday (Full time)

Duties of Nurse:

Qualification – GNM or B.Sc. Nursing

Work Location – MIDC Taloja, Raigad (Maharashtra)

- To help Doctor in all OHC related activities.
- Shall attend to all the patients coming to OHC.
- Shall attend all patients promptly in a professional and courteous manner.
- Shall follow universal precautions always.
- Shall follow the instructions of medical officer.
- Responds to job-related medical emergencies and provides onsite treatment to sick or injured workers.
- Shall check the expiry dates of medicines, indent the required medicines in consultation the doctor.
- Recommend additional or specialized medical treatment when necessary. (Is it Nurse's duty or Doctor as it concerns additional or specialized duty?)
- Promotes and maintains the health and wellness of workers.
- Identifies hazards in the workplace; recommends ways to reduce and prevent hazardous exposures on the job.
- Conducts training for first aid, safety, CPR, and health programs under Doctor's guidance.
- To assist the doctor to prepare accident reports and workers compensation reports.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- Presents recommendations for tasks that can be potentially hazardous to workers.
- Maintains current knowledge of industrial safety and medical best practices.
- Performs other related duties as assigned from time to time.
- Medicine management at the OHC & shall maintain stock register for medicines.
- If doctor is not present Nursing staff shall intimate him about any serious patient to HR, and EHS head.
- Will do the medical check-up for contract employees & outsourced employees.
- Shall inform injury and ill ness cases immediately to FMO, HR and EHS.
- Shall maintain all the medical devices in working condition all the time, if any damage or repair inform to EHS for rectification.

Required Skills/Abilities:

- Ability to administer medical aid in emergency situations.
- Ability to work in high pressure situations and remain calm in medical emergencies.
- Good knowledge of nursing principles and procedures.
- Good knowledge of workplace hazards and safety risks.
- Excellent verbal and written communication skills.
- Proficient in Microsoft Office.

Shift Timing – Full time in all shifts (1st Shift - 07.00 am – 03.00 pm, 2nd Shift - 03.00 pm - 11.00 pm, Night Shift - 11.00 pm – 07.00 am)

1. Manpower mobilization schedule:

Contractor should ensure the required manpower for OHC services as follows:

A. Doctor (FMO)	01
B. Nurse/Shift	01
C. OHC ward boy/Shift	01

All the OHC team members must follow instructions given time to time by their respective seniors & PCL officials.

Probable Shift timings:

- Doctor - 09:30 hrs. to 05:30 hrs.
- Other OHC team
- A. First shift - 07.00 hrs. to 15.00 hrs.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- B. Second shift – 15.00 hrs. to 23.00 hrs.
- C. Third shift – 23.00 hrs. to 07.00 hrs,

1.1 Desired Qualification – As per Technical specification

1.2 Detailed Conditions:

- a) The identified OHC staff should have undergone training in First aid, Fire & Safety drills, rescue operations etc., from recognized institute. Documentary proof shall be submitted in this regard for the proposed candidates.
- b) Contractor has to ensure statutory provisions w. r. t. weekly off and deploy manpower in each shift.
- c) Contractor has to release monthly shift schedule and to be prior approved by EHS department (Contractor shall prepare monthly shift schedule subject to take approval from PCL EHS Department). OHC personal shall attend the duties as per approved schedule. Any change in the approved shift schedule, for valid reasons, in exceptional cases shall be approved by PCL EHS Department.
- d) In any case, same person shall not continue his duty in the next immediate shift.
- e) Contractor should supply at least two sets of uniform to his employees and all the deputed staff shall attend duty in uniform.
- f) The personnel to be deputed by contractor shall be medically fit to work to attend duties of OHC service and from the age group of 25 – 35 years.
- g) Medical fitness certificate issued by FMO, K-1 shall be produced at the time of joining for every personnel.
- h) Working hours of Occupational health System and related System/ Services etc. will be round the clock, seven days a week, 365 days a year.
- i) Contractor shall at all times or whenever required, submit their records, registers or books to duly authorized representative of PCL for inspection.
- j) Maintenance of muster roll will be the responsibility of designated OHC nurse under the direction of EHS manager of PCL.
- k) Contractor will be responsible for any damage caused to the property of PCL due to negligence of personnel deployed by him for the job. In such cases, he will be charged on account of expenditure arising for repair/replacement of the same.
- l) Employee details: For security reasons, the successful bidder shall submit the following documents of all his employees before deploying at works for review & acceptance by PCL:
 - Biodata with two passport size photos.
 - Proof of qualification / experience.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



- Proof of residential address issued by State Govt./ Govt. of India.
- Character & Antecedent report from the Police authorities nearest to the respective native place.
- Appointment order/ employment wage card (Form –XIV) as per Contract Labour (R&A) Act.

m) The contractor shall not engage or remove or change any person without the knowledge and concurrence of the PCL EHS Head. PCL shall have the right to advise the contractor to terminate the services of any employee (person deployed by the contractor) for any violation of security provisions and / or indiscipline / violent behaviour, agitation, instigating other peaceful works. In case of such advice, contractor shall comply with the same with immediate effect with or without assigning any reason and assign a replacement immediately by submitting all the required documents for verification.

n) Resignation of contract employees shall be informed to department in advance and also copy of relieving order shall be sent to PCL EHS Head. The Contractor will be responsible for deployment of new employee as replacement who is fulfilling above mentioned qualification & other criteria with approval of EHS Head, prior to relieving the old one. In case of failing to maintain required manpower, penal action against the contractor may be taken from PCL.

o) Gate Pass System:

- The contractor shall submit the list of personnel along with their address proof. It is the responsibility of the contractor to return / surrender the gate passes after expiry and in case of non-compliance in this regard, PCL reserves its right to withhold the payment till such time the passes are returned.
- Transportation, Accommodation and Canteen facility: The contractor shall make own arrangements for total transportation, accommodation and canteen facility of the persons engaged in the works. Hostel or any other mode of accommodation and transportation will not be provided by PCL. Entry permit to Two wheelers/three wheelers will not be issued due to security reasons. They may be parked at identified parking area.

2. Payment Terms

2.1 The payment shall be made on monthly pro-rata basis

2.1.1 Invoice to be submitted by supplier before 7th of every month along with copies of work completion certificate, muster rolls of his employees, Bank statement for Contract employees previous (Exp: to claim January month bill December is the previous month) month salary payment proof, GST, EPF, ESI etc.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



2.1.2 Contractor has to pay salary to his employees before 10th of every month through bank on their account. The party should pay wages to his employees as per the minimum wages fixed by State / Central Govt. of India or as approved by PCL whichever is higher.

2.1.3 Monthly wages for the first two months may have to be borne by the supplier from his own resources if there are procedural delays expected during streamlining of the procedures in the initial bill settlements, work execution, facility allocation and bills verification by accounts etc.

2.1.4 It is the responsibility of the contractor to pay wages to their employees even if minor delays in clearance of bills by department due to invalid bills/delay in submission of bills without proper supporting documents, in case of any delay in releasing of payment from the department, contractor shall pay his employees salary before 10th of every month from his own resources.

2.1.5 Contractor has to provide monthly salary pay slip to their employees. (Pay slip shall contain the details like Basic wage, DA, EPF, ESI, Bonus, any other allowances and details of any deduction).

2.1.6 In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the party can be withheld till settlement of the disputes by Department or on the orders of the court of law.

2.2 Income Tax: The party shall have certificate from Income Tax Officer of tax exemption otherwise, Income Tax at the prevailing rate as applicable from time to time shall be deducted from the successful Bidders bill as per the Income Tax Act, 1961 and the rules there- under or any re-enactment or Modifications thereof

2.3 PROVISION FOR PENALTY:

i) In case of any theft, pilferage, loss or damage to any OHC or related equipment or accessories, the Company at its sole discretion, will be entitled to recover cost of such item as per market rates or estimated cost of loss/damage/pilferage from the bill of the contractor and the same will be binding on the Contractor.

ii) The minimum strength of OHC personnel shall be 100% (provided that maximum shortfall allowed in shift duties) as per the scope of work will be maintained at all times. Any deviation or short fall in maintaining minimum strength shall invoke a penalty of Rs. 1000/- per person per day or as mentioned above.

iii) If any OHC crew member is not found available for the job assigned or found sleeping on duty or found guilty or negligent in performance of his duties, penalty for an amount of Rs.500/- for each such default/offence will be deducted from the bill of the Contractor.

iv) Indiscipline cases as per clause of labour Law shall attract penalty of Rs. 1000/- per person or removed from the services as per decision of EHS Head.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



v) Non-compliance of statutory requirements shall attract a penalty of Rs. 2500/- per instance and shall be deducted from the monthly bill.

vi) Imposing of penalty in a particular month shall be informed to contractor by EHS Manager. For all of the above points, one appeal against such decisions will be permissible and will be placed before Head EHS, whose decision shall be final and binding on the Contractor.

2.3.1 Penalty (if any) shall be applicable only to the contractor and should not affect the salaries of the workforce.

2.4 Police verification of the character and antecedents of the work force: The Character and Antecedents of the workforce shall be verified by the Service Provider/Contractor from the concerned Police authorities and the Original Police Report (within 12 months validity, received from nearer police station of their AADHAR contact address) shall be submitted to this office on or before the first day of the contract.

2.5 Basis for Cost Estimation: The following are the major factors to be considered by bidder for estimating the cost towards completing the scope of work:

2.5.1 OHC team deployment & its services for a period of 1 year and works.

2.5.2 Minimum wages as per statutory laws

2.5.3 Following points shall be noted for Price Bid:

- The price for the 1st year contract shall be firm and fixed, no change is allowed during this period
- If the contract is extended beyond 1st year, on monthly basis, cost towards deployment of Manpower shall be quoted on monthly basis in the Price bid and same will be considered for the extension period.
- At the end of the 1st year, the contract value may be revised, if extended, based on escalation of the Govt. wages rate etc.

2.5.4 Uniform & Safety shoes per year: uniform (two Sets/pairs per person), safety shoes (one pair per person), industrial safety helmet, Raincoat, Winter Jacket, Eye Protection, Ear Protection, Water Bottle with sling, Gloves, etc.

2.5.5 ESI, EPF, Bonus, paid holidays and minimum wages hike as per MH /Central Govt. labor act whichever is high.

2.5.6 Food & accommodation expenditure in the scope of contractor

2.5.7 Buffer manpower to avoid penalty

2.5.8 Validity of Contract: 1 year and extendable for additional 12 months or part thereof if services found satisfactory.

2.6 Contract value: Bidder has to quote the contract value under following head –

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



A. Doctor (FMO)	01
B. Nurse/Shift	01
C. OHC ward boy/Shift	01

2.7 Award of contract: Contract will be awarded on Overall L1 basis (Cost of Service per month basis)

Special Conditions of the Contract (SCC)

- a) It is the prime responsibility of the contractor - to arrange substitutes for the absent employees, if any.
- b) Continuous Absence of OHC member or members / in shift duty will be treated as poor performance on the part of contractor and penalty clause as detailed under 3.3 of Section V, and also PCL reserves the right to invoke the clause of "Forfeiture of Security deposit Amount" as detailed in "n" below under Special Conditions of the Contract will be applicable.
- c) For all administrative & other purposes/ EHS Head / his representative's certified records, attendance sheets will form the basis for calculating daily attendance data.
- d) The Contractor shall abide by all the Statutory Laws while deputing OHC Personnel in PCL premises.
- e) The Contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at PCL. The Contractor has to obtain Gate passes for his deployed manpower from PCL HR Department/ Gate pass section after submitting required documents.
- f) The Contractor/ Bidder shall consider Mobilization & Demobilization charges, if any in the quoted prices itself. There is no separate provision for it.
- g) Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
- h) The Contractor will have to pay at least minimum rates of wage, fixed from time to time under the Minimum wages Act, to the personnel deployed by him at PCL. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labor Department.
- i) The Contractor shall be liable for indemnifying PCL from any liability on account of his employees and/or meeting any Statutory Obligations required under labor Laws of the Central/State Government(s). PCL will therefore not assume any responsibility thereto.
- j) PCL reserves the right to reject any of the offers at technical/financial stage, if the same is not meeting the specifications without any future communication.
- k) The employee (person deployed by the contractor) of Contractor shall ensure strict discipline and behaviour and diligent performance of their duties and the employees of Contractor shall not in any manner cause any interference, disturbance etc. to PCL staff

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.

l) PCL will not be responsible for any injury/death caused to the employees provided by Contractor at PCL. It will be the responsibility of Contractor to abide by all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by PCL in this regard.

m) Thorough checking of staff during entry/exit would be made by the PCL Security assigned persons.

n) Security Deposit: For faithful execution of this contract an interest free 10% or as communicated later in terms of security deposit of the work order value shall be deposited by successful bidder within 15 days from the date of release of work order. It shall be in the form of irrevocable Bank guarantee (as per our format) valid for entire contract period with a claim period of SIX months beyond the validity of contract. This will not carry any interest. In case of Non- Performance / Poor Performance, the Security Deposit shall be forfeited.

o) Tax deduction: All necessary and statutory taxes shall be deducted from contractor's bill amount at the rate prevailing during time of payment and necessary TDS certificate shall be issued by PCL.

p) Mobilization time: Mobilization of manpower shall be done within 30 days from the placement of contract. Contractor shall meet the PCL management with the copy of service contract for manpower mobilization for preparation of gate pass. All gate passes shall be arranged by contractor from PCL Admin dept.

q) Validity: This contract is valid for a period of ONE year from 100 % manpower mobilization date at PCL and Billing period will be considered accordingly. In case services are found satisfactory at the end of contract period, PCL may extend the contract for another 12 months or part thereof.

r) Labor laws and regulations: Contractor shall obtain necessary labor license from licensing authority under the "Contract labor (Regulation & Abolition) Act 1970" and central rules made there under.

s) Provident fund: The provisions of the EPF Act 1952 & rules/ scheme framed there under shall be applicable to the eligible contractor and his eligible employees to be engaged for this job. The contractor shall furnish the code no. allotted by RPFC authority to the PCL management. For this purpose, the contractor is liable to submit copy of each wage sheet and challan showing PF deposited with each bill to the Officer in-charge duly signed. Upon failure of the contractor to do so, the PCL shall be entitled to deduct applicable labour emolument as indemnity amount that shall be released only upon submission of related documents as a proof of PF compliance in respect of the employees to be engaged by contractor for this job.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



t) ESI scheme: Contractor shall also comply with the provisions of the ESI Act, 1948 & rules framed there under, in respect of their workers to be engaged for this job.

u) Contractor shall obtain ESI code No. from the local ESI authorities for the said purpose and furnish the code no. allotted by ESI authorities to the officer In-charge PCL before starting the job. v) Statutory documents related to PF & ESI:

- Wages register: Xerox copies of the wages register must be attached with the monthly bills. The wages of the personnel deployed by the contractor must be disbursed in the presence of the principal employer in the scheduled format.
- ESI compliance: Monthly xerox copies (of the previous month) of challans reflecting individual contributions of all contractual employees to be attached with the monthly bills.
- Half yearly return under contract labour (R&A) Act: Xerox copies of form XXIV under this Act need to be submitted along with the bills in the month of January & July every year for the services rendered.

v) Insurance cover for workmen: The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged towards compensation as admissible under 'The Workmen's Compensation Act 1923' & rules framed there under upon death/disablement of a worker and the same has to be produced to the PCL management before commencement of the work.

w) In case, any person deployed by contractor or by agencies who have been engaged by contractor for execution of this contract suffers work injury or complaints of illness within the plant or in the presence of other PCL personnel on duty, the concerned person may be treated by the available medical/para medical personnel who have been appointed by the company. Subsequently subject to the decision and guidance of the company's medical officer the concerned person may be hospitalized, in such cases and in the absence of contractor's authorized representatives or of the concerned agencies, all expenses related to the initial treatment and/or hospitalization expenses shall be borne by PCL management and may be subsequently recovered from contractor's bills. Once the Agency/ Contractor takes charge of the injured person, all the relevant medical documents related to the case shall be handed over to the person who took in charge on behalf of the Agency / Contractor to enable the Agency / Contractor to claim insurance benefits, if any. In such events, all decisions taken by the PCL Medical officer, related to the treatment and/or hospitalization of the patient may be considered to be final and binding on all concerned.

x) Personal Protective Equipment: Contractor shall provide all necessary personal protective equipment like Safety shoes, Safety helmet, hand gloves, Eye Protection, Ear Protection, Water Bottle with sling, Safety belt, Raincoat etc. to their employees.

y) PCL reserves the right to terminate the contract without assigning any reasons whatsoever giving three months' notice to the Contractor. Similarly, the Contractor will

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006

Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



also have to give three months' notice in case Contractor wants to discontinue the contract.

z) Criteria for Pre-Qualification:

i. The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.

ii. The bidder shall submit signed and scanned copy of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 7 years.

iii. The bidder shall submit signed and scanned copy of Tender Acceptance Letter.

iv. The bidder shall submit signed and scanned copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 7 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., VAT Clearance Certificate, Service Tax, TIN No., ITR, GSTIN and PAN etc.)

v. The bidder shall submit signed and scan copy of partnership firm/partnership deed, if any.

vi. The Bidder shall have adequate manpower resources to smoothly execute the work as per contract terms and conditions.

vii. The Contractor shall have a Registered Office.

viii. The Contractor shall also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from PCL shall be sent by E-mail/speed post.

ix. Integrity Pact (IP) shall also be applicable.

x. Offers of Bidders who are under suspension/banned/blacklisted by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered.

xi. PCL reserves the right to request for any further documents/ certificate/ clarification from the bidder/Contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from PCL, failing which suitable action shall be taken by PCL.

xii. The Contractor shall sign and submit Bidder's Information along with supporting documents.

PERFORMANCE CHEMISERVE LTD. (PCL)

Registered Office: Opp. Golf Course, Shastri Nagar, Yerawada, Pune – 411006
Works at: PLOT E-31, MIDC INDUSTRIAL AREA, TALOJA DIST: RAIGAD.



xiii. After opening of technical bids, if a firm/Company fulfils the technical criteria, its financial bid will be opened.

xiv. The bidder may be summarily disqualified in case of non- submission of required documents.

xv. Acceptance/Rejection of Bid PCL also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of PCL regarding the same shall be final and conclusive.

SUB-CONTRACTS

Complete work included in this contract shall be executed by the contractor and he shall not directly or indirectly sublet the contract without the prior approval of the company.

SUBMISSION DEADLINE:

All quotations must be submitted by **20.03.2024** to the following address:

PERFORMANCE CHEMISERVE LTD. (PCL)

PLOT E-31, MIDC INDUSTRIAL AREA,
TALOJA DIST: RAIGAD.

CONTACT INFORMATION FOR INQUIRIES:

If you have any questions or require further clarification, please contact Shri Nandkishor Dabade. Mob No: 9860776858. For commercial queries you may contact Mr. Piyush Koche. Mob No: 7020784575.

We appreciate your interest in providing housekeeping services for **PERFORMANCE CHEMISERVE LTD.** We look forward to receiving your proposal and quotations.