

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 PROVIDING HOUSEKEEPING SERVICES AT

PERFORMANCE CHEMISERVE LTD. (PCL)

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TENDER DOCUMENT FOR HOUSEKEEPING SERVICES

Tender Ref.: PCL/HK/2024-25

Date: 12.01.2024.

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 23/01/2024.**

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.**

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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 Ganesh Suryarao. Mob No: 8097227748. For commercial queries you may contact Mr. Khodidas Moghariya. Mob No: 8758810205

Thanking you,

Yours faithfully,

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

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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.

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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

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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

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

5.0 EARNEST MONEY **DEOSIT** (EMD)

The amount of 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.

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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.

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- 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

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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

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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,

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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.

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- 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:

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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

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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.

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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.

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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 45 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.

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4. Payment Terms: Monthly one Bill to be submitted to job co-ordinator. Payment will be made within 15 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 Taloja. 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

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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

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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. Ganesh Suryarao 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.

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(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)

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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)

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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)

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SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) 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 **with Digitalize operations and Housekeeping Checklist**.

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	Housekeeping service charges	Month	12		
	Total Amount in Rs.				

The Price Bid / Monthly cost submitted by you shall include:

1. Manpower Cost with Breakup
2. Machinery
3. Tools & Tackles
4. Consumable
5. Digitalization of Services / Checklist, etc.

SCOPE OF WORK (SOW) FOR HOUSEKEEPING SERVICES AT PERFORMANCE CHEMISERVE LTD., TALOJA PLANT

The Housekeeping services mentioned in the Enquiry are the guidelines and the Contractor is required to do all other activities to keep the premises neat and clean. The contractor will assure good housekeeping inside the plant and the buildings / offices, and it will be entirely their responsibility to see that all the areas are properly cleaned. House Keeping is the essence of the Contract. The successful bidder is expected to discharge all those duties and activities as per the tender document. In addition to this the new requirements coming during the contract period will also be a part of the Contract.

Contractor has to consider optimum manpower and ensure that the job is not affected by any shortage/absenteeism of workers. You will ensure completion of job in time with good manpower planning and effective services in entire PCL, Taloja plant.

CRITERIA FOR QUALIFICATION TO SUBMIT BID:

The eligibility criteria for qualification are as under:

- a) Only professional vendors in the said area will be considered.
- b) The contractor/agency/firm must have Digitalize Operations of Housekeeping Service. All checklists and reports should have a digitalized base (QR Code/Bar code base) which should link to Housekeeping Performance.

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- c) The contractor/agency/firm must have **experience of a minimum of 4-5 completed years** in similar work in Industrial Facilities Management.
- d) The bidder should have an average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, at least 10-15 Cr. The financial data shall be certified by the Chartered Accountant under his signature, stamp and membership number. All the documents or certifications which are provided by CA after 1st July 2019 must contain UDIN thereon.
- e) The Contractors / Service Provider should have satisfactorily executed one work of similar nature.
- f) Submission of ITRs of last three financial years.
- g) Submission of Balance Sheets for last three financial years.
- h) Availability of Registered Office/Branch office in Mumbai, Navi Mumbai, Panvel.
- i) Availability of Back-end support office in Mumbai/Navi Mumbai for technical assistance as and when needed.
- j) Should be able to handle Local Matters.

We require comprehensive housekeeping services for the following locations/area within our plant facility:

Sr. No.	Area Name	Nos. of Employees	Cabins (Nos.)	Toilets (Nos.)	Workstation	Pantry / Mess Rooms	Conference /Meeting Rooms	Total Area in Sq. Ft.
1)	Security Bldg.	5	2	2	3	1	1	910
2)	Admin. Bldg. Gr. Flr.		4	3	1	1	0	12,066
3)	Admin. Bldg. Fr. Flr.	32	6	3	26	1	2	
4)	Admin. Bldg. Second. Flr.	17	6	4	11	1	2	
5)	Admin. Bldg. Third Flr.	18	2	2	22	1	2	
6)	OHC	3	5	3	1	1	0	
7)	Fire St.	8	2	3	6	1		
8)	Ammonia Control Room Gr. Flr.	7	4	2	6	1	1	29,191
9)	QA Lab	6	10	2	3	0	1	13,670
10)	Electrical Sub Station		1	0	0	0	0	
11)	Water Control Room	3	2	3	3	2	0	
12)	Stores	13	1	3	6	0	0	19,203
13)	Workshop	22	5	2	29	0	1	
14)	ZLD Filed Operator Cabin	4	1	1	1	0	0	188

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15)	HRSG Filed Operator Cabin	4	1	1	1	0	0	188
16)	ISBL Filed Operator Cabin	4	1	1	1	0	0	188
17)	Car Parking Area			0	0	0	0	6,027
	TOTAL	146	53	35	120	10	10	81,631
18)	Road	0	0	0	0	0	0	3.3 KM

RFQ Requirements:

- Service providers must conduct a site visit to assess the facility and propose the number of manpower required for effective maintenance. The proposal should also include the types of housekeeping equipment necessary to maintain the plant.
- All staff provided by the service provider should be well-trained in housekeeping services.

SCOPE OF WORK:

- This scope of work essentially indicates (CFMS) services pertaining to upkeep & smooth working of the entire premises / Facility as per the satisfaction of client / end user.
- Facility Management Contractor (FMS) will be directly reporting to the officer authorized by the PCL. The FMS shall deploy the adequate manpower and equipment as per the requirement.
- This document describes the work to be carried out under the Facility Management Services and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

CLEANING SERVICES

The FMS shall

- a) Perform routine cleaning of the internal and external areas to meet the required service standard.
- b) Cleanliness of all common spaces and space inside the location within Plant.
- c) Perform periodic cleaning of glass facades, structure at entrance, external claddings etc. at all heights (internally and externally)
- d) Additional housekeeping services as and when required by PCL.
- e) Deploy equipment's for cleaning and shall be responsible for always maintaining these. All costs for Purchase / Repair / Spares / Maintenance / Digitalization, etc. for these equipment's will be borne by FMS.
- f) Responsible for the safekeeping of these equipment's at the Plant facility and shall not take out these equipment's any time during the term of contract other than for repairs.

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- g) Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Plant Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- h) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- i) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- j) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- k) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- l) Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- m) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

HOUSE KEEPING SERVICES – COMMON

- a) Cleaning of sanitary areas in the entire Plant premises.
- b) Dusting of walls and ceiling once in a week to remove any cobwebs, dirt etc.
- c) Cleaning of all wash basins once a day with detergent (like surf/det) mixed with bleaching powder.
- d) Cleaning/washing of all minors.
- e) Always Ensuring availability at all washing place liquid soap of good, reputed make. Contractor should maintain House Keeping material required for one week at given time (broom, mops, liquid soap, Iteol / Phenol, Naphthalene balls, Air Fresheners etc.)
- f) All toilets / latrines / urinals shall be thoroughly cleaned once with detergent in each shift.
- g) All the waste, dirt and unusable pieces of any nature should be collected daily at proper places as per the directives given from time to time.
- h) Cleaning of dustbins / garbage containers from all over the Plant premises.
- i) Any other jobs of a similar nature (Housekeeping) not anticipated now but which become necessary during the course of the Contract period shall also be the responsibility of the Contractor within the same terms and conditions.

WEEKLY SERVICES

- a) All roads shall be scrapped clean of accumulated dirt and washed,

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- b) All windows, venetian blinds, door glasses, window frames, glass doors, shall be cleaned and washed in the entire Plant premises.
- c) Stains on floors shall be removed. All cobwebs shall be removed and. ail premises (including all cabin rooms, car park etc.) shall be maintained neat and tidy, throughout the Plant.
- d) Cleaning of toilets with detergents daily and cleaning of tiles etc. on every Saturday.

CONTRACTORS OBLIGATION

- a) The Housekeeping is the essence of the Contract. The contractor is expected to discharge all those duties and activities as per the tender document. In addition to this the new requirements coming during the contract period will also be a part of the Contract.
- b) The services mentioned in the Contract are the guidelines and the Contractor is required to do all other activities to keep the premises neat and clean. The contractor will assure good housekeeping inside the plant and the buildings / offices and it will be entirely their responsibility to see that all the areas are properly cleaned.
- c) Contractor should make appropriate arrangement of supervising of all House-Keeping work, to ensure satisfactory and quality services at the stipulated timings and provide the services as required by the Company from time to time in all the shifts. The Supervisor who will be handling the day-to-day affairs should preferably be a qualified person.
- d) The Contractor will be required to make the contributions in respect of Provident Fund, ESIC, Gratuity, Labour Welfare Fund at the rates as applicable from time to time and as per prevailing legislation/law in that respect. Contractor has to pay to Casual workers on the basis of minimum wages Act and are required to be covered under ESI and other applicable Acts, from time to time.
- e) The Contractor shall ensure **that all** time the persons appointed by him to serve in the said premises are physically fit and are free from any disease, injury or illness contagious or otherwise, in order to ensure that healthy, hygienic and clean services are maintained.
- f) The Contractor shall ensure his workers/supervisors deployed in the Company abide by our 'NO SMOKING POLICY' inside the Plant premises.
- g) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty at all times and attend the duties regularly,
- h) The Contractor's workmen shall be liable to be searched by the Company's Security and shall have to strictly follow the Company's direction relating to cleanliness, wearing of uniform and personal protective appliances etc.
- i) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen.
- j) The Contractor shall ensure that his workers/supervisors deployed in the Company abide by the Security and Safety Rules and Regulations of the Company. All workers engaged by the Contractor should wear safety shoes, helmet and safety goggles, Safety mask, Hand Gloves etc. in the Plant premises. The Contractor will be responsible for any act of commission or omission on the part of his workers. The Contractor shall also ensure that

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his workers behave properly with the Company's employees. If at any time, the workers of the Contractor are found to be committing any misconduct in the opinion of the Company, the Contractor shall take necessary action against such workmen as per the advice of the Company including the termination of such workmen. The deployment, working arrangements, attendance and other activities of the workmen shall be controlled and regulated by the Contractor and shall be scrutinized by Company's Officer.

- k) The Contractor shall register his firm under the Contract Labour (R&A) Act and comply with all the provisions of Contract Labour (R&A) Act. The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1952, Minimum Wages Act, Payment of Wages Act and any other Labour Laws as applicable to him and cover his employees under the said Acts. He should maintain all the records and furnish all returns as required under all the said Labour Laws and produce the same to the Company and the Government Authority as when demanded. Any default in this respect shall be viewed seriously by the Company and in eventuality shall render the Contract liable for termination. In case of any default on the part of Contractor on these aspects, any penalty/recovery/damages caused to the Company shall be recovered from the Contractor.
- l) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of this Contract or for any damage or compensation due to any dispute between the Contractor and his employees. All liabilities arising out of the various labour laws/enactment of State/Central Government and Municipal Corporation in force during the tenure of the Contract shall be part of Contractor's responsibilities.
- m) The Contractor's workers shall have to make their own arrangement for transportation & food. The Company's transport arrangement will not be made available to them.
- n) The Contractor shall have a separate code number under Employees State Insurance Act and Employees Provident Fund and Misc. Provisions Act.
- o) The Contractor shall obtain at its cost the Labour Licence from the Government and shall keep the same valid through the Contract period and submit copy of the same to the Company. The Contractor shall comply with all the provisions of the Contract Labour (R & A) Act, as applicable from time to time.

Statutory Compliance:

- A) The Contractor shall pay to personnel deployed by it wages in accordance with the applicable rules, regulations and the law in force relating to the payment of wages.
- B) The Contractor shall comply with the provisions all the personnel related statutes (and the corresponding rules framed under these various statutes) as may be applicable including, but not limited to, The Payment of Wages Act, 1936, the Minimum Wages Act, 1948, The Employer's Liability Act 1938, The Workmen Compensation Act, 1923, the Industrial Disputes Act, 1947, the Maternity Benefit Act, 1961, The Mines Act, 1952, The Contract Labour (Regulation & Abolition) Act, 1970, or any applicable labour codes or modifications thereof as may be applicable at the appropriate time. It shall solely be The Contractor's responsibility to ensure compliance with the applicable statutes in this regard and it therefore follows that penalty, if levied for non-compliance with any of the statutes and/or provisions thereof shall be to The Contractor's account.

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- C) The Contractor shall be liable to pay its contribution as well as the employees' contribution to the State Insurance Scheme, provident fund and such other schemes, statutory or otherwise in respect of all personnel deployed by them for the execution of the Contract, in accordance with the provisions of the Employees "State Insurance Act, 1948, The Employees Provident Fund, etc. as amended from time to time. In case The Contractor fails to submit full details of such statutory contributions along with monthly bills, the concerned nominated PCL executive shall be compelled to insist upon submission of the supporting documentation with regards to statutory contributions before the bill(s) can be processed for payments.
- D) Provided always that in any eventuality the PCL receives any notice whatsoever and/or is directed to pay or compensate including any penalties to the personnel's of The Contractor or to the statutory authorities for non-observance of statutory provisions or dues of its personnel's, the PCL will be entitled to recover from The Contractor such amount by deducting it from the security deposit, if deposited or from any sum-due by the PCL to The Contractor whether under this contract or otherwise.
- E) All statutory record keeping, and compliance shall be done by the Contractor and will always remain their responsibility. Service Provider shall also be required to maintain all records pertaining to labor laws and shall make them available as and when required by the PCL and/or statutory authorities. A register of personnel deployed by Service Provider recording each day's attendance shall be maintained in accordance with the aforesaid statutory regulations and shall be made available for inspection as and when desired by statutory authorities as well as by PCL.
- F) The antecedents of the personnel of The Contractor shall be verified by the concerned police station.

CONTRACTOR'S STATUS AS INDEPENDENT CONTRACTOR

- a) It is hereby agreed and understood that there is no nexus of employment or any employer-employee relationship between the Company and the Contractor's workers.
- b) It is hereby agreed that the Contractor is for the purposes of this housekeeping services an independent Contractor.

GENERAL:

- The Contractor shall ensure personal supervision for proper House Keeping in Plant and will meet Officer In-charge weekly or as and when required. The contractor shall provide qualified safety supervisor.
- All the activities will be carried out in such a manner that it does not affect the environment in and around the Plant.

PERIOD OF CONTRACT:

- The Contract period shall be one year which may extend to two years based on your performance.

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- The Company reserves the right to terminate the contract by giving one month's notice in case the contractor's services are found unsatisfactory and no compensation will be paid to him on this account.
- Except for unsatisfactory services, for which the above clause will apply should it become necessary on the part of either the contractor or the Company to terminate the contract for any other reason, either parties should give three months' clear notice.

CLEANING MATERIAL:

- Cleaning material brought by the contractor shall be approved by the PCL officers. You must provide list of best quality/branded cleaning material which you will use.
- You have to submit challan copies for cleaning material used during the Month (duly stamped & signed by Security) along with the monthly bills.

POINTS TO BE NOTED BY THE CONTRACTORS:

To maintain good Housekeeping in entire PCL E-31, Talaja plant, you shall note the following points:

- You must provide your services with full attention on working days as well as weekly off and paid holidays.
- You shall ensure adequate supply and availability of good quality provision, phenol, liquid soaps, also naphthalene cubes / balls in urinals in the Plant/ Offices all the time. Complaints in this respect shall not be entertained,
- Your workmen shall not leave the workplace during working hours and shall always be present at their workplace.
- You will ensure for completion of job in time with good manpower planning, proper and effective services in entire Talaja plant.
- You will ensure that job is unaffected by the absenteeism of workers.

GENERAL TERMS & CONDITIONS FOR CONTRACTOR

- We require all Contractors to comply with certain rules while working at the Company's plant.
- Premises apart from statutory obligations. These relate to Identification of contractor's personnel, Vehicle control, Restriction on movement of personnel, Restriction of smoking / alcohol drugs, Plant emergency regulations, Housekeeping, Fire protection, Access to plant utilities, Safety etc.
- Vehicle Drivers of Contractors/ Transporters/ Supplier's are not allowed to enter in to plant premises in drunk/alcoholic condition.
- Housekeeping / Toilet cleaning services should be provided round the clock on all days from Monday to Sunday in scheduled shifts, so that all areas are neat and clean all the time.

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Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8:30 am in rooms where work will start at 9:30 am (General Shift).

- Surrounding atmosphere. In such cases, the contractor will have to take all safety precautions while carrying out the work and procure safety permits from Officers concerned.
- The Contractor will have to observe all the rules and regulations framed by **PERFORMANCE CHEMISERVE LTD.** He will have to obtain the necessary Gate-pass, Work Permits etc. as per Company's requirements.
- The contractor shall abide by the provisions of Employees Provident Fund Act, Minimum Wage.
- Act and should possess a valid labour license under section 12(1) of the Contract Labour (Regulation & Addition) Act 1970, while carrying out the job. The contractor should possess an ESIC, Provident Fund Code, Works contract tax registration numbers and Income Tax Clearance Certificate for the last 3 years.
- The contractor should have a separate code number under Employees Provident Fund and ESIC as per statutory requirements. The contractor shall make all payments under this Act within the stipulated time period. The contractor shall maintain all records, registers, including Attendance Registers, Payment of Wages Registers and submit Returns as required under the various applicable Acts from time to time.

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 **23.01.2024** 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 Ganesh Suryarao. Mob No: 8097227748. For commercial queries you may contact Mr. Khodidas Moghariya. Mob No: 8758810205.

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

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ANNEXURE 1 : SERVICE LEVEL MATRIX

SERVICE LEVEL MATRIX						
SL. NO.	ACTIVITY	Frequency	Desired Average	Out of	Achieved-1 Not Achieved-0 Not Applicable-NA	ACHIEVED AVERAGE COMPLIANCE LEVEL ON MONTHLY BASIS
1	Security Building					
1.1	Dry mopping of Floor	4 times a day	80%	1		0%
1.2	Wet mopping of floor	4 times a day		1		
1.3	Dusting of workstation	Once in a day		1		
1.4	Cleaning of Entry Glass pannels and Glass door	4 times a day		1		
1.5	Scrubbing of Floor	Once a week		1		
1.6	Washing of Doormats	Fortnight		1		
1.7	Cobweb Removal	Once in a week		1		
1.8	Cleaning of Porch area	Once in a day		1		
1.9	Cleaning of Light shades (with the help of elect)	Fortnight		1		
1.10	Cleaning of security Cabin's	Once in a day		1		
1.11	Cleaning of washrooms	Twice a shift		1		
1.12	Cleaning of Security Cabin's	Once in a day		1		
				12	0	
2	Admin building					
2.1	Entrance door cleaning	6 times in a day	80%	1		0%
2.2	Cleaning of reception	4 times a day		1		
2.3	Dry & Wet Mopping of Staircases	once a day		1		
2.4	Dry and moping of floor	Once in a day		1		
2.5	Wet moping of floor	Once in a day		1		
2.6	Cleaning of Common passage/connecting pathway/Elevaators	Once in a day		1		
2.7	Cabin cleaning	Fortnight		1		
2.8	Cleaning of Reachable height glass	Fortnight		1		
2.9	Cleaning of Utility Area	monthly		1		
2.10	Scrubbing of Floor	Once a week		1		
2.11	Cleaning of fire extingusihers	Once a week		1		
2.12	washroom cleaning	Every Hour		1		
2.13	Cleaning of Light Fixtures	fortnight		1		
2.14	Dustbin clearance	Once a week		1		

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2.15	Cleaning of meeting & conference room	Once day		1		
2.16	Cleaning of cafeteria/pantry	twice in each shift		1		
2.17	Dusting of work station	2 times a day		1		
				17		
3	OHC					
3.1	Entrance cleaning	Twice in a day	80%	1		0%
3.2	Dry & wet moping of floor	Twice in a day		1		
3.3	Cleaning of doors	Twice in a day		1		
3.4	Cleaning of Doctor cabin	once in a day		1		
3.5	Cleaning of patient room	Once in a day		1		
3.6	Cleaning of a Ac Grills	Once a Month		1		
3.7	Cleaning of Pharmacy	Once in aday		1		
3.8	washroom cleaning	Once in a shift		1		
				8	0	
4	Fire station					
4.1	Dry and wet moping of floor	Once in a day	80%	1		0%
4.2	Clearing of garbage bins	Once in a day		1		
4.3	Cleaning of workstation entrance doors	Once in a day		1		
4.4	Dry and wet moping of floor	Once in a day		1		
4.5	washroom cleaning	4 times a day		1		
4.6	Cleaning of store	Once in a day		1		
				6	0	

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SERVICE LEVEL MATRIX

SL. NO.	ACTIVITY	Frequency	Desired Average		Achieved-1 Not Achieved-0 Not Applicable- NA	ACHIEVED AVERAGE COMPLIANCE LEVEL ON MOTHLY BASIS
5	MCC Bldg-Ammonia control room/QA Lab/ Sub stn					
5.1	floor cleaning	twice in a day	80%	1		0%
5.2	Clearing of garbage bins	twice in a day		1		
5.3	Cleaning of locker room	twice in a day		1		
5.4	Cleaning of UPS room	twice in a day		1		
5.5	Cleaning of control room	twice in a day		1		
5.6	Cleaning of conference room	twice in a day		1		
5.7	Cabin cleaning	Once in aday		1		
5.8	Dry and wet moping of staircase	Once in day		1		
5.9	Cleaning of QA Labs (5 nos)	Once a day		1		
5.10	Cleaning of IT room	Once aday		1		
5.11	Cleaning of training area	Once aday		1		
5.12	washroom cleaning	4 times day		1		
5.13	Cleaning of HVAC room	Once in aday		1		
				13	0	
6	Water Control Room					
6.1	Entrance cleaning	Twice a day	80%	1		0%
6.2	floor cleaning	Twice a day		1		
6.3	Cleaning of pannel room	Twice a day		1		
6.4	Cleaning of office	Twice a day		1		
6.5	Cleaning control room	Twice a day		1		
6.6	Dry and wet moping of staircase	Once a day		1		
6.7	Cleaning of washrooms	4 times in each shift		1		
6.8	removing cobwebs till reachable height	Fortnight		1		
6.9	Cleaning of pantry	Once a week		1		
				9	0	
7	Stores / workshop					
6.1	Floor cleaning of store	Once a Day	80%	1		0%
6.2	Floor cleaning of work shop	Once a Day		1		
6.3	Staircase cleaning	Once a Day		1		
6.4	Cleaning of work station	Once a Day		1		
6.5	removing cobwebs till reachable height	Once a week		1		
6.6	rack cleaning	monthly		1		
6.7	Cleaning of conference room	Once a day		1		

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6.8	Office cleaning (8 nos)	Once a day		1		
6.9	Staircase cleaning	Once a day		1		
6.10	washroom cleaning	4 times in each shift		1		
				10	0	
8	Others					
7.1	Cleaning of ZLD cabin	Once a day	80%	1		0%
7.2	Cleaning of HRSG Cabin	Once a day		1		
7.3	Cleaning of ISBL Cabin	Once a day		1		
7.4	Cleaning of security Cabin's	Once day		1		
7.5	Car parking	Once in a day		1		
				5	0	
8	Compliance					
7.1	Staff ID Card		80%	1		0%
7.2	Staff PF			1		
7.3	Staff ESIC			1		
7.4	Staff KYC			1		
				4	0	
			Total		0	

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Penalty Evaluation					
Sr No	Location	Out of	Points achieved	% achieved	Minimum Cut off
1	Security Building	12	0	0%	80%
2	Admin building	17	0	0%	80%
3	OHC	8	0	0%	80%
4	Fire station	6	0	0%	80%
5	MCC Bldg-Ammonia control room / QA Lab / Sub Station	13	0	0%	80%
6	Pantry / Cafeteria / Terrace	9	0	0%	80%
7	Stores / workshop	10	0	0%	80%
8	Others	5	0	0%	80%
9	Compliance	4	0	0%	80%
Total		84	0	0%	80%

Penalty Matrix - Offices		
Sr No	%	Penalty
1	> or = 80%	Instances shall be reported and corrective actions to be taken
2	Between 75 to 80 %	Deduction of 2% of Monthly Invoicing
3	> 75 %	If 3 consistent times warning will be given
4	< 75 %	Will lead to contract termination by giving one month notice period