

To,

TENDER ENQUIRY

- 1. For Annual rate contract of Greenhouse plastic replacement.**
- 2. Maintenance & Replacement of parts in Green House**

Dear Sir,

We are pleased to invite the “**Per square feet rates for Plastic replacement and other parts replacement in GH**”.

1.0 Types of Operations:

Replacement of UV stabilized plastic of Green house includes plastic stitching as per requirement.

2.0 Scope:

- UV Stabilized Plastic shall be provided by Company –GSFC Agrotech Ltd-GATL.
- Miscellaneous material i.e. clip, spring, profiles etc. shall be a scope of the contractor /party.
- Plastic stitching machine shall be a scope of contractor/party.
- Heat-lawn to prevent plastic from warm GH Channels shall be a scope of contractor/party.
- All required labour shall be in scope of contractor/party.
- After replacement of plastic, covering of GH with Shade net with stitching shall be in scope of contractor/party.
- The required Shade net (in size of 3X50 meter) shall be provided by company

3.0 Locations of Operations:

Fertilizernagar Township (Green house area).

4.0 General terms for entire job:

- You shall deploy adequate manpower for satisfactory execution of the scope of work under the contract within time limit. You shall deploy adequate manpower to complete the Job. .
- You shall have to engage Supervisor who will be supervising the work and report regularly about progress of work to the concerned Supervisor/Officer of Tissue Unit.

He will receive the instructions from Supervisor/Officer and subsequently implement accordingly with obtaining necessary permission.

5. **Time Schedule for Plastic replacement of one GH (one week):**

Working hours is 8.00 AM to to 5.00 PM from Monday to Saturday. Work will be closed on Sundays & Holidays declared by the Company. In case of urgency, the work shall remain continue on Sundays and declared Holidays also. GATL has right to revise the working hours.

6. **Validity of the Contract:**

The validity of contract shall be for One year after issuance of Work order on ARC basis. In the event of offering such extension by the Company, you will have to accept the same with same terms & conditions as well as rate.

7. **Payment Terms:**

Payment shall be made within 30 days from the date of submission of bill which should be certified by GATL in charge officer.

8. **Security Deposit :**

Contractor shall submit Security Deposit @ 5% of the total value of the work order, before the commencement of work against work order. Security Deposit shall be refunded after two months of validity of the work order and the Company will not pay any interest on the SD.

9. **Penalty / Termination Clause:**

- a. Supervisor of the Tissue Culture Unit shall issue a Warning letter in writing in case of poor quality of work or non completion of work in time.
- b. Entire job has to be carried out without damaging any equipment/instrument or building. In case of any damage observed recovery to that effect shall be recovered from bill.
- c. In case of delay / incomplete in work Company will undertake this job and will recover the expense of the job from the running Bill of the contractor.
- d. In case of any fault in work such as breakdown of plastic stitching, sleepering of plastic in clip fitting, loose fitting of plastic etc, the loss shall be recovered from running bill/ SD.

10. **QEHS Requirement:**

GSFC QEHS Policy is furnished here under for Contractor's consideration, appraisal and compliance. We strictly expect from contractor to ensure complete conformance with these policy commitment while at work at GSFC.

- (II) Comply with all applicable legislation and other requirements to which we subscribe.
- (III) Eliminate, minimize or control the environmental aspects as well as occupational health & safety (OHS) hazards and risks.
- (IV) Conserve natural resources in particular water, energy and raw materials and promote the development of green surroundings.
- (V) Incorporate suitable techniques for quality improvement, prevention & control of pollution, recycling & reuse of wastes into manufacturing operations & processes.
- (VI) Proactively monitor the incidents, unsafe conditions, unsafe acts, hygiene and promptly report and act on such conditions.
- (VII) Follow working procedures & practices with self discipline and hold everyone accountable for their QEHS performance.
- (VIII) Strengthen awareness, skills and competence of our employees & contractor workmen through their on going training & involvement.
- (IX) Provide high degree of safety promotion and encourage safe behavior among all.
- (X) Periodically review the adequacy, suitability and effectiveness of our QEHS management systems;

11. Safety Requirements:

- a. Contractor shall make himself fully conversant with our rules, regulations, orders, prohibitions, and ground rules in force from time to time in respect of safety and will ensure and enforce their strict observance and adherence by you and your employees and labourers. In case of any breach of or failure to observe or adhere to any such rules, regulations, orders, prohibitions or ground rules, we shall be entitled to take such disciplinary or other action as we may deem necessary, fit or proper and you will be liable for any loss, damage or injury caused as a result of such breach or failure.
- b. You shall have to execute the job in coordination with the Supervisor / Officer of Tissue Culture Unit and necessary precautions in respect of fire and safety shall have to be observed as per the rules and regulations of GATL as mentioned in the tender documents and in this work order.
- c. If the job is to be carried out within the plant area, necessary permit from time to time, from the plant personnel or any competent authority shall be taken and you shall comply with all the requirements in connection with the issue of permits. The safety permit issued by competent authority shall have to be renewed on daily basis or twice a day or even more.

12. Important Safety Requirements:

- a. You should supply Safety appliances like safety shoes, safety helmets, gloves which are compulsory while working.
- b. Safety belt should be of full body harness and it should be of IS standard.
- c. Before starting any work, take permit and keep record and regularly renew it from the concerned in charge.

- d. The Contractor Supervisor will have to undergo safety training.
- e. Contractor/Supervisor shall have to allot work to his labours as per their skills only and as per advice of Supervisor / Officer of Tissue Culture Unit.
- f. In case of accident, inform concerned Officers / Supervisor and Safety Unit. Take medical aid at Factory Medical Unit / Township Medical Center and if recommended by GSFC Doctor, take the accidentee to the S.S.G / Other Hospital and accompany him and regularly report to concerned Officer / Supervisor of Tissue Culture Unit.
- g. Please carefully see the "General Safety Rules especially for contractors and contractors' labour" mentioned at Clause (11.4) hereunder, Follow 'Contractor Safety Instruction' for better safety adherence at safety dept. Obtain a copy from Safety Dept.

13. GSFC General Safety Rules Specially for Contractor and Contractor's labour.

- a. Unauthorized entry into battery limit of a plant is strictly prohibited.
- b. It is forbidden to take children and under age worker inside the factory.
- c. Smoking and carrying match box or cigarette lighter or any other source which may produce naked flame is strictly prohibited in the battery limit of G.S.F.C. Ltd.
- d. Use an electric torch instead of naked light in places where inflammable liquids, vapors, gases or dusts are liable to be present. Do not enter into such premises with footwear having iron nails or studs.
- e. Use only non-ferrous tools for opening empty or filled drums/cans of inflammable liquids.
- f. Do not check gas leaks with a lighted match or other flame.
- g. Contractor must provide safety appliances to their labourers. Use of helmet and safety shoes is compulsory while working in the plant.
- h. Any unsafe condition observed should be immediately reported to the in charge of the plant / contract awarding authority.
- i. Do not temper with any type of valves, electric switches or any other apparatuses or moving machinery installed in the factory area.
- j. Do not operate any switch which is protected with Danger Board/Tag.
- k. Sitting or walking on rail, trucks, crossing between wagons, taking rest under stabled wagons, crossing the rail through the openings underneath the stationary wagons are strictly prohibited.
- l. While welding or cutting metals, make sure that sparks and molten slag do not come in contact with combustible material.
- m. No welding work should be done in any area without obtaining Permit from the concerned Department-In-charge.
- n. No where fire should be lighted, without obtaining 'Safety Permit'
- o. Always use carrying cases such as hand-cart in transporting corrosive, intensive and irritating chemicals.
- p. Always keep gas cylinders away from direct rays of Sun, hot places, acids and electric live lines, valves on cylinder should never be lubricated.
- q. Gas cylinders should be kept away from work place. Acetylene cylinders should be kept vertical.

- r. Cylinders should never be rolled on roads for transportation from/to Store. Use suitable handcart for the purpose.
- s. It is prohibited to carry gas cylinders upstairs in the plant for gas cutting and welding.
- t. Before you start any machinery, make sure everyone is in the clear position. Keep guards in position.
- u. No work on any equipment in the battery limit should be undertaken by any person without obtaining prior permission from the concerned Dept. Head. If necessary, appropriate shutdown should be obtained before commencing any work on such equipment.
- v. It is prohibited to work on or near moving machinery by putting on loose clothings.
- w. Nobody should try to clean, lubricate or examine any part of moving machinery.
- x. Never tamper with electrical equipment. Always consider the electrical equipment is live unless it is ensured that it is dead.
- y. Welding cables and connections should be in good conditions. Fix the earthing cable at the welding place only.
- z. All the electrically operated tools must be earthing wire in good physical conditions.
- aa. No electrical connections should be done without suitable fixtures such as plug, switch board and fuses.
- bb. Do not stand under a suspended load. Do not work in the around the suspended load.
- cc. When work has to be done on roofs, towers any other lofty position without guards, use of safety belt is compulsory.
- dd. Undercutting a heap is strictly forbidden. In case of excavation work, undercutting is also prohibited. Always maintain a proper slopping to avoid sliding of heap of earth.
- ee. Excavated pit and road should be cordoned suitably and safety tags should be displayed.
- ff. If you get chemicals splash, wash off the affected areas immediately with plenty of water.
- gg. Washing of your hands thoroughly before touching anything that goes in mouth.
- hh. Necessary gate-pass should be obtained from Safety Unit for entering the tank farm area and should be registered with Security of Tank farm.
- ii. Contractor and their laborers are required to obey safety rules otherwise suitable actions such as suspension of work or contract will be taken for breach of rules.

14. Industrial Relations:

Labour laws to be complied by the contractor.

Labour laws:

Contractor shall be solely responsible for strictly following all Labour Laws, Industrial laws, Factories Act, and such other laws which are applicable from time to time

including but not limited to the notification amendments or additions which are made to these laws during the period of contract. The Contractor shall also be responsible for various levies of State Government, Government of India or any Statutory Body. The contractor shall have to, at his own expenses, comply with labor laws and keep the company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under, but not limited to:

- a. The contractor shall submit following documents to New Time Office (NTO) before commencement of the job.
 - i. Copy of the documents showing allotment of PF Code No. by the RPFC Office.
 - ii. Copy of receipt / cover note / insurance policy obtained to comply with the provision of Workman Compensation Act, 1923.
 - iii. Copy of challans showing remittance of Security Deposit and license fee to obtain the labour license as per the provisions of the Contract Labour (R & A) Act, 1970.
 - iv. Copy of work order to be submitted in the NTO.

After verification of above stated documents, entry permits for the contract labourers will be issued by Security Deptt. to the contractor.

- b. The Contractor shall submit application to the Licensing Officer to obtain the license as per the provisions of the Contract Labour (R & A) Act, 1970 before commencement of the job after remittance of license fee and deposit as stated under:
 - i. Payment of deposit in respect of each contract labour at the rates prescribed by the Govt., with the office of Commissioner of Labour, Ahmedabad as per the Contract Labour (Regulation and Abolition) Act, 1970.
 - ii. License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and rules framed there under depending upon the number of workman employed by the contractor.

The contractor shall also submit copy of labour license to NTO within 15 days from the date of commencement of work.

- c. The contractor shall not employ any contract labour whose age is below 18 years.
- d. The contractor shall also maintain valid labour license under Inter State Migrant Labour act if required under this law and shall comply with the provisions of inter state migrant Labour Act.
- e. The contractor shall allow women employees to work in factory between the hours of 06.00 a.m. to 07.00 p.m.
- f. The contractor shall obtain photo identity cards cum entry passes for all his labourers and supervisors as per the security regulation of the company in force from time to time and no person shall be allowed entry without such pass.
- g. The contractor shall make payment of own share / contribution by way of employer's, contribution towards provident fund, Pension Scheme, Deposit Linked Insurance Scheme, administrative Charges, etc, at the rates made

applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.

- h. The contractor shall provide safety appliances / articles / equipment at this own cost to his is labourers.
- i. The contractor shall pay extra wages for over time to the labour as per provisions of Factories Act, 1948.
- j. The contractor shall pay the wages as fixed by him or rates fixed under the Minimum Wages Act from time to time, whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the month in respect of which the wages are payable. The payment shall be disbursed in the presence of Management representative during the working hours in the factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the Company. The contractor shall inform date, time and place of disbursement of wages in advance to the representative of the Company.
- k. The contractor shall pay bonus to his eligible employees in accordance with provision of payment of Bonus Act. He shall keep and maintain register as prescribed under payment of Bonus Act and shall produce before authorized officers of the Company as and when asked for inspection.
- l. The contractor shall pay gratuity to his employees in accordance with provision of payment of Gratuity Act. He shall keep and maintain required registers as prescribed under payment of Gratuity Act and shall produce before authorized officers of the Company as and when asked for inspection.
- m. The contractor shall keep and maintain registers and forms as prescribed under. The Factories Act, 1948, Payment of Bonus Act, 1985, Payment of Gratuity Act, Contract Labour Act, PF Act, and other Labour Laws in force from time to time.
- n. The contractor shall allow his employees to avail paid leave at the rate of one day for every 20 days of working or shall encash the earned leave as per the provisions of the Factories Act. PF deduction and contractor's contribution at applicable rate shall also be remitted on such encashment.
- o. The contractor shall make payment of retrenchment compensation, notice pay and other liabilities as per Industrial Dispute Act in case of retrenchment of his labourers and shall also make any payment to his employees arising out of any claim of dispute under Industrial Dispute Act, 1947 or any other labour laws.
- p. The contractor shall make payment of compensation in case of accidental injury in accordance with provisions of Workmen Compensation Act, 1923. For this, the contractor shall take insurance policy for the labourers engaged for this job. The contractor shall also submit copy of insurance policy to NTO before commencement of work.
- q. The Company reserves the right to terminate work order if awarded under this tender enquiry / work order if contractor fails to comply with the labour

laws as stated above and the labour laws which are applicable to his firm from time to time.

- r. The contractor shall give his telephone number, and address to the Company.
- s. The Company will be entitled to deduct directly from the bills to be paid to the contractor any sum or sums payable by him and which sum / sums the company is required to pay as Principal Employer on account of his default in respect of all liabilities referred in above clauses.
- t. The contractor shall display on his notice board showing the rate of wages, hours of work, wage period, date of payment of wages, name and address of Govt. Labour Officer and Inspector under Minimum Wages Act having jurisdiction. The notice shall be displayed in language understood by the majority of workers.
- u. The contractor shall ensure adherence to the provisions of Gujarat Labour Welfare Fund in respect of his labourers from time to time.
- v. Periodic Medical check-up of the contract labourers shall be got done as per the provisions of The Factories Act at contractor's cost.
- w. Every contractor shall be required to issue an Employment Card in Form No. XIV to each worker within 3 days of the employment of the worker and the card is required to be maintained up-to-date and any change in the particulars shall have to enter therein.
- x. As per the provisions of Bombay Welfare Fund Act, 1953 the contractor is required to deduct Rs.3.00 per workman as workman's contribution in the month of January and July and to pay contractor's contribution of Rs.6/- per workman engaged by him and deposit the amount to NTO within a week's time. The Contractor's contribution shall have to be borne by the Contractor.
- y. In case of any dispute resulting into litigation by either of the parties hereof, the Courts of Law in the City of Vadodara only shall have the jurisdiction and both the parties hereunder expressly and of their own free will agree to submit to such jurisdiction and there by agree to accept the decision of these Courts of Law at Vadodara.
- z. It is the responsibility of the contractor to manage the work without overtime. However, under certain unforeseen circumstances, if the contract labour is detained on overtime, the contractor is required to make the payment at double the rate of the minimum wage and shall produce documentary evidence for having paid the overtime amount to the contract labour.
- aa. Please note that Canteen facility will not be provided to the job contractors and contractor will have to make their own arrangement for their labourers employed by them.
- bb. The contractor is required to send half-yearly return in form No. XXIV in duplicate, so as to reach the Assistant Commissioner of Labour not later than 30 days from the close of the Half year.

15. Contractual Obligation & Legal Aspects:
a. Assignment or Transfer:

You will not assign or transfer whole or part of the contract awarded to you hereunder or whole or part of your work, services, obligations, responsibilities, liabilities and rights hereunder or give a sub-contract for carrying out all or any of your work, services, obligations, responsibilities, liabilities and rights hereunder to any other person or party without our prior written consent.

b. Damage to Persons and Property:

You shall ensure that no loss damage or injury is caused to or suffered by any of our employees, labourers, agents, contractors, buildings, structures, silos, roads, machinery, plants, equipments, vehicles or other properties, goods or materials in any manner whatsoever by any acts, omissions, breach or failure on your part, or on the part of any of your employees, labourers, agents or sub contractors or by your vehicles or equipments during the doing, performing rendering, executing, fulfilling keeping, carrying out, discharging or handling of all or any of your work, services, obligations, responsibilities or liabilities hereunder. You shall be liable for any such loss, damage or injury and for any claim for compensation thereof.

You shall be liable and responsible for the safety and/or for any loss, damage or injury caused to or suffered by any of your employees, labourers, agents, sub-contractors, vehicles, equipments, goods, materials or other properties, by accident or howsoever otherwise wherever and whenever and for any claim for compensation therefor.

16. Arbitration:

In case any dispute or difference whatsoever arises between the parties hereto in respect of or relating to or touching this Contract, then the parties shall try to settle every such dispute or difference amicably. Any such dispute or difference, which the parties cannot resolve in an amicable manner, shall be finally settled by reference of the dispute to a Sole Arbitrator appointed by GATL in accordance with the Arbitration and Conciliation Act, 1996 and Rules framed there under. The decision of the Sole Arbitrator shall be final and binding on the parties. Arbitration proceedings shall be conducted in Vadodara and the language of arbitration shall be in English. Notwithstanding the existence of any such dispute or difference or any reference thereon, the liabilities and obligations under this contract will continue to be fulfilled by the parties hereto during the arbitration proceedings.

17. Jurisdiction:

Any suit or proceedings to enforce the rights of either party under this contract shall be instituted and tried only by the court in the city of Vadodara and by no other courts, and parties hereto expressly agree to submit to the exclusive jurisdiction of courts in Vadodara.

- 18.** The maximum or minimum work quantity cannot be decided, it is given to party as per companies requirement.

19. Your Quotation should superscribed with “**Plastic and other parts replacement in GH**” on or before **5.00 P.M of 02/11/2017**. Before quoting the rate you may like to pay the visit of site. For any clarification please contact at following address.

Mrs Khushboo Dumka, Agro Development Officer, Ph: 0265-3093038
GATL Tissue Culture Unit, Fertilizernagar Township, GSFC dist: Vadodara

“Rates for Replacement of GH Plastic”

To,
Manager (TC)
GATL,
Fertilizernagar Township,
GSFC, Vadodara.

Date:

Dear Sir,
With reference to your tender no GATL/TCU/GH-Plastic dated _____, we are please to submit per square feet rate as given below.

Table A

Sr. No.	Particulars of work	Unit	Approximate area Sq. Ft.	Rate Quoted (Rs.)
1	Covering of Green Houses by new UV Stabilized plastic Sheet fitting.	Rs./ Sq.Ft.	30000	

Table B

Sr.No	Particulars of work (should include fitting charges)	Unit	Approx. Qty	Rate (Rs.)
1	Cellulose cooling pads 4inch thickness, LXB (4 ft X 2 ft.)	No.	99	
2	Electric Motor for Pad 2HP, rpm-2840 Volt- 230 single phase	No.	3	
3	Brass Ball Valve (12.5mm)	No.	8	
4	GI Ball Valve – (Patti Valve) 12.5 mm (0.5 Inch)	No.	22	
5	Ele. Motor for Fogger 1-hp, Single-Phase, 3000 rpm, 3.5 kg pressure.	No.	5	
6	Screen (Jacket) filter Capacity- 10 m3/hr, Pressure – 2kg/cm2, Size of Aperture-125 micron.	No.	6	
7	Electric Motor for Green House Fan Motor Rpm2780,220V,Head 5/27,Size 25*23 Single phase	No	3	
8	Drainage canal including support & all connections. (50 mm UPVC pipe canal length)	Running ft	1000ft	
9	Water supply system up to storage tank. 1. Water supply 32 mm GI pipe to individual pad inlet.	Running ft	-	
10	Fogger system Entire network of fogger lines in all the chambers (6 in no.)	Running ft	64 foggers & 4lines/ chamber	
11	Service charges per day	-	-	
12	GI Gutter frame for pads	Running ft	500	
13	Plumbing work	Running ft	50	
14	Brick masonry work (230mm thickness)	Meter cube		
15	Brick masonry work (115mm thickness)	Square feet		

Party name & address with stamp