

**ORINET CEMENT LIMITED – DEVAPUR**

**TENDER DOCUMENT**

**SUBJECT: HANDLING OF THE MATERIAL BY HEMM (HEAVY EARTH MOVING MACHINERY)**

Date: February 24, 2020

Dear Sir,

We are pleased to float our Tender Document on you for “Handling of the Material by HEMM (Heavy Earth Moving Machinery) at Orient Cement Ltd., Devapur “Company”).

**1 Your scope of Work:**

- 1.1 You shall deploy adequate number of equipment's, machines and other necessary resources for above subject job at Orient Cement Ltd, Devapur as per the work plan provided by the In-charge.
- 1.2 You will arrange adequate maintenance/operation personnel consisting of skilled operators, semi-skilled, unskilled with valid license, supervisor and mechanic for smooth functioning of the equipment and coordination with operation department.
- 1.3 You will deploy adequate required “Brand new Excavator and Tippers to achieve average handling target of the Hrs. /Day / Month / Year **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.**
- 1.4 You will arrange adequate no. of Excavator & Tipper **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.** In case of substantial additional quantity required to be handled, you will be given 2 months advance intimation for arrangement of additional equipment.
- 1.5 Approximate annual volume to be handled: **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.**
- 1.6 Minimum assurance quantity (MAQ):

The annual approximate quantity volume will be 55-60 Lakhs Tons per Year (Inclusive of OB) for **initial 3 years**. Quantity variation in 1st 3 years is min. however, in the 4th & 5th year we are expecting higher quantity to be handled as per our internal projections. The present equipment calculation is based on 1st 3 years quantity handling. Hence, additional equipment required for 4th & 5th year which will be communicated well in advance to you after reviewing situation and before end of 3rd year and accordingly separate rate to be finalized at that time based on requirement of additional equipment's for the additional tonnage which will be handled.

Minimum assurance quantity (MAQ): **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.** In case of any shortfall / excess, reconciliation of quantity will be done considering two years actual handled volume. Any variation in the MAQ, whether shortfall or excess shall be compensated by paying the component for fixed cost & variable cost respectively.

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- 1.7 Material to be transported for distance of about 2 Km one way.
- 1.8 In case of engagement of machinery for the job other than specified in this order, hourly rate shall be derived on actual cost basis and applicable for such job.
- 1.9 The feed size to the crusher should be maintained at 1.00 m x 1.00 m. This must be ensured by the operator while loading the material in the truck.
- 1.10 The Excavator operator and Shift supervisor should ensure to avoid entry of foreign materials to crusher like, Nuts, Bolts, tooth points, M S Plates, used filters Wear plates etc., which will damage the internal parts of the crusher or any other plant equipment's. If in such cases, a suitable penalty will be levied decided the plant authorities.
- 1.11 For better availability of tippers and hassle-free transportation; Compactor to be deployed for the maintenance of the entire haul roads to crusher
- 1.12 You will maintain the Daily Log- Book for record of material handled which will be certified by the Designated Officer of Company.
- 1.13 You shall obtain license from RLC (Central) for deployment of personnel if required under the rules.
- 1.14 You shall comply with all applicable statutory laws, rules and guidelines as may be required to give effect to this work order.
- 1.15 You are responsible for all the technical inspection of vehicle.
- 1.16 You shall ensure that all your equipment's are registered under Motor Vehicle Act and insured against fire, accidents, terrorism, any act of violence etc.,
- 1.17 You shall have Insurance and Mediclaim of your personnel working under your control and submit one copy of the same to the company.
- 1.18 You shall ensure to abide by the rules and regulations of our company and submit the reports to the company.
- 1.19 You shall have total responsibility for protecting your equipment and machines against any damage or loss and we will not entertain any claims thereof.
- 1.20 To carry out the above-mentioned jobs you should deploy the Machineries **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.**
- 1.21 You will arrange adequate maintenance/operation personnel consisting of skilled operators, semiskilled, unskilled, supervisor and mechanic **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}** for smooth functioning of the equipment and coordination with operation department.

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- 1.22 Minimum wage as specified by State / Central Govt authority time to time shall be applicable and you will have to pay to all your workman accordingly.
- 1.23 The experience of all manpower deployed by the you should not be less than 3 years. A copy of operator license must be submitted to Department Head of Company.
- 1.24 For effective supervision you must appoint sufficient no of supervisors in each shift **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.**
- 1.25 A competent Mechanical engineer should be appointed as Maintenance in charge for effective maintenance of all the HEMM equipment's and its availability.
- 1.26 You shall ensure the availability of required no of excavator operators, Tipper drivers, Compactor operator, during the operating Hrs. along with respective maintenance crew.
- 1.27 You shall arrange adequate numbers of welders & helper in your maintenance crew **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.** Whenever necessary the you should provide welder for company work.
- 1.28 You shall arrange adequate numbers of tyre mechanics and enough helpers for tyre repairing throughout the operating hours **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.**
- 1.29 Equipment availability should be maintained for continuous supply of material to crusher.
- 1.30 If the availability of equipment is less, then the standby excavators and tippers should be engaged for supply of material.
- 1.31 The auxiliary equipment i.e. Compactor, has to run as per stipulated hours (Min 150 Hours per month) and same will be reconciled every quarterly once. If found shortage of run hours the same will be deducted on pro data basis i.e. Rs. \_\_\_\_\_/Hr.
- 1.32 For the purpose of inflation of tyres of the vehicles and Equipment's, you shall continue to maintain an Air Compressor of suitable capacity in field area. Power connection for the same shall be provided by the company.
- 1.33 For better availability of equipment, tyre pneumatic tools shall be arranged and made continuously available in working condition along with necessary spares for pneumatic tools.
- 1.34 You must engage campers two number (2), for smooth control and supervision of Operations / Maintenance and for your supervisory staff throughout the operating Hrs.
- 1.35 Enough inventory of spares, tyres & oils and lubricants for all equipment to be maintained at site to reduce the breakdown time.
- 1.36 Any major breakdown where the equipment cannot be brought into operation for more than 72 hours, Spare equipment must be provided.

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- 1.37 An exclusive diesel bowser of cap. 3-4 KL with measuring system should be provided for filling up of diesel for crawler mounted equipment as per approved from PESO department, as per standard.
- 1.38 All scraps like tyres, old batteries, used oil and metal scraps, hazardous waste, discarded spare parts should be disposed at every 6 months to authorized vendors by CPCB.
- 1.39 Housekeeping must maintain by your team at workshop, your office and stores room, Oil and tyre storage rooms, workmen rest shelters and other working premises.
- 1.40 For better housekeeping and to maintain your inventory and stock, an exclusive store in-charge must be deployed.
- 1.41 All air vessels should be tested by authorized persons of Inspector of factories and safety once in every six (6) months and certificates shall be maintained at site.
- 1.42 Tools such as hydraulic jack, slings etc. should be tested yearly once by an authorized agency / person or Inspector of factories and safety and certificates shall be maintained at site.
- 1.43 Fire extinguisher in all HEMM equipment to be checked, maintained and replace if necessary, on regular basis when needed and record of the same to be maintained.
- 1.44 All the equipment deployed at site should be maintained with a compliance report as per the SHE Annexure and the report should be submitted to the company every month.
- 1.45 All your vehicles will continue to undergo technical inspection by our staff/expert as per applicable laws. The observations must be rectified by the you within the stipulated time.
- 1.46 You shall ensure that all your Equipment and vehicles are registered under Motor Vehicle Act and other applicable laws and insured against fire, accidents, and any act of violence etc. Third party insurance shall be taken by the you wherever necessary.
- 1.47 You shall ensure that all your employees and workman abide the rules and regulations of company about the physical fitness of workmen engaged by you and submit the reports to the company.
- 1.48 Consumption of alcohol, Tobacco products/drugs is strictly prohibited in the company premises and the same is strictly adhered and monitored by your site in-charges/staff. If company detected the above-mentioned practices, the concern workmen will not be permitted to work thereafter, and suitable penalty will be levied over you.
- 1.49 All your work men will have to be covered under the applicable Law. Hence, they are required to undergo vocational training and Medical Examinations under the applicable Law /Rules. The cost of the Vocational Training & Medical examination will be borne by you.

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- 1.50 Usage of smart phones in the company premises is not permitted for workmen. You shall ensure the same.
- 1.51 You will maintain the Daily Logbook for record of material handled & running hours of equipment, production, HSD consumption, and the day wise report consisting of the above details duly sign & certified by the Designated Officer of the company.
- 1.52 You shall obtain license from RLC (Central) for deployment of personnel if required under the rules.
- 1.53 You shall comply with all applicable statutory laws, rules and guidelines as may be required to give effect to this work order.
- 1.54 You are responsible for all the technical inspection of vehicles.
- 1.55 You shall have insurance and ESI of your personnel working under your control and submit one copy of the same to the company for record.
- 1.56 You shall have total responsibility for protecting your equipment and machines against any damage or loss and company will not entertain any claims thereof on any circumstance.
- 1.57 To take care of the petty welding requirements of your equipment, one suitable welding machine should be made available at the workshop by you and power connection for the same shall be provided by the company. In addition, one portable welding machine to be made available by you to carry out the welding works for an Excavators / Tippers etc.in side the company premises.
- 1.58 Accommodation for Site in-charge & Owner, Company will provide Family Quarter **{As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}**. And manpower engaged for above job is in your scope only. We shall provide the suitable space at suitable location for constructing the infrastructure for the accommodation, along Electricity & Water (Free of Cost) Drinking water in your scope.
- 1.59 Transportation of workmen to & fro to the working site should be carried out in the most possible safest mode of transport.
- 1.60 All your workman should maintain discipline at workplace. If found any indiscipline activities among workman. The concern workman should be terminated by you on intimation from company.
- 1.61 All workman should be covered under Workman Compensation Act and required labour license should be obtained from concern authority and license copy should be submitted to Company HR & User Department of the Company.
- 1.62 Tipper washing should not be done at working site and must be done at washing ramp behind workshop. Washing equipment should be procured and maintained by you only.

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- 1.63 You must deploy one (1) maintenance van for maintenance of your all equipment.
- 1.64 You must provide maintenance tools and tackles, electric battery chargers as per applicable standard.
- 1.65 You must provide PF, ESI, Gratuity, Bonus, leave, min. wages (State/Central as applicable), WC policy and PPE etc., as per relevant standards and in line with company policy.
- 1.66 Safety features in all HEMM equipment to be fitted and maintained with necessary spares as per applicable Law / Rules / Circulars. The following safety features should be there in the tippers and excavators.

1	Safety parameters in tippers (AC CABIN)	Audio Visual Alarm
		Rear view camera
		Rear view mirror
		Blind spot mirror
		Seat belt remainder
		Dump lift alarm
		Auto dippers
		Portable fire extinguishers (2 Nos)
		Propeller Shaft guard
		Driver anti fatigue device
		Cabin with ROPS/FOPS
		Battery cut off switch
2	Safety parameters in excavators (AC CABIN)	Cabin glass protection with mesh
		Auto Fire Suppression System
		Turbocharger guard
		Seat belt
		Battery cut off switch

- 1.67 Before appointment, the competency of all operators and drivers will be checked / interviewed by company officials and only on acceptance from company, you shall appoint the person.
- 1.68 PPE'S should be provided to the workman whenever necessary and a record has to be maintained for the same. If any workman found without required PPE'S, a suitable fine will be levied as per company SHE rules.
- 1.69 All workmen should be covered under PF Rules and other applicable rules as per the Labour Act.

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- 1.70 All coordination with statutory bodies and related expenses as agreed will be in your scope.

## **2 EMD & Security Deposit:**

### **2.1 EMD:**

You shall furnish to the Company an interest free Earnest Money Deposit (EMD) for an amount of Rs.15,00,000/- (Rupees Fifteen Lacks only) towards the participation of tender & subsequent finalization process in line with Company requirement. Incase of successful bid this EMD will be converted into security deposit.

### **2.2 Security Deposit:**

2.2.1 You shall submit Security deposit or Bank Guarantee in favor of company within 7 days of receipt of LOI, for an amount Rs 50,00,000/- (Rupees Fifty Lakhs only) (after adjusting the EMD it will be Rs 35,00,000/-). The security amount shall be released after full deployment of all the machineries & resources at Site. If you fail to provide the information for stage wise tracking or failed to deploy the equipment's in given time frame, company reserve the right to award the order to other agency after forfeiting the security amount of Rs 50,00,000/- with the claim of any consequential loss to the company.

2.2.2 Once the deployment is successfully done, you need to provide the security deposit of Rs 15,00,000/- (Rupees Fifteen Lakhs only) throughout the tenure towards the performance of its obligation under this order and for provision of its services. The Security Deposit amount shall remain with the company until the successful completion of the order tenure & will be adjusted in the last billing of order after completing the closure formality as per the company policy. In the event of your failure to render the services in accordance of this order & if you are committing any breach of the terms of this order of which the company shall be the sole judge, the company at his liberty to pay itself out of the security deposit without prejudice to any other right of action accruing to the company and in the event of such appropriation, further deposit in lieu of advance against further orders shall be made.

## **3 Our scope of Work:**

3.1 All working permission at site will be provided by us.

3.2 Company shall provide suitable space for labour hutment for managing accommodation workman. However, all infrastructure / construction requirement shall be borne by you. We shall provide the sufficient points for electricity & water supply on free of cost basis. At any point of time, this facility/infrastructure will remain the property of company and you shall not raise any claims during the demobilizing/evacuation for any reasons whatsoever. At the time of exit, if you wish you can dismantle & take away the remains/assets/scrap as installed/constructed by him.

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3.3 Company shall provide you a suitable space near the site to carry out the maintenance work. For establishing temporary workshop for maintenance of your equipment's. office, storeroom and other infrastructure facilities like drinking water will be in your scope.

#### 4 Prices:

4.1 Monthly / fortnightly billing and payment shall be done on actual quantity handled during the period.

4.2 You shall be paid Rs ..... per MT (excluding HSD) till 30<sup>th</sup> June 2025.

4.3 The rates will remain firm & fix through-out the tenure of this contract & no escalation shall be entertained on any ground.

4.4 Payment for Shortfall / Excess quantity handled –

**4.4.1** The quantity reconciliation shall be as per clause No. 1.6 and in case of short fall or excess the component of fixed cost and variable cost will be paid respectively {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.

#### 5 HSD, Oil & Lubricants & Spares & Services for Equipment:

5.1 HSD shall be in scope of company and it shall be provided to you as per specified diesel consumption norms on LTR per Ton basis. In the event if HSD consumption goes above stated norms, the same shall be treated as deficiency in delivering service. As such, you shall reduce the value of excess diesel consumption in your bill and charge GST only on net amount.

**For Example –**

Company have issued Diesel for Rs 50,000 (Allowable: Rs 45,000, Excess: Rs 5,000)

Your Gross Bill Value (say): Rs 1,00,000/-

Less Deficiency in Service (say): Rs 5,000/-

Net Bill Value (say): Rs 95,000/-

Add: Value of Allowable Diesel Value: Rs 45,000/-

GST @ 18 % on say Rs 1,40,000/- = Rs 25,200/-

5.2 Initially HSD norm shall be fixed after conducting 1-3 months (or as deemed fit) of field study. Further HSD consumption will be studied annually and revised according.

5.3 Oil and Lubricants and all spares / consumable or additive or spares or services required to maintain and upkeep all your machines will be in your scope. Company will provide only HSD as supplied by Oil Company as per prevailing standard.



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#### 6 Payment:

You will submit the bill fortnightly. Company will pay 40% of bill amount within three (03) days to compensate the expenses. Balance shall be paid within 15 days from the date of submission of bill. TDS will be deducted at the applicable rate from time to time from each of the bills, as per applicable tax laws and rules.

Payment will be made on tonnage basis and each trip will be weighed in the weighbridge. For billing purpose weigh bridge quantity will be considered, but during exigencies/maintenance of Weigh Bridge either **(a)** belt weigher reading will be considered as billing quantity or **(b)** average weightment of quantity by weighing 5-10 trips per shift on random basis. The choice of option **a)** or **b)** shall be discretion of Company In-charge. However, prior information will be provided to you.

#### 7 Taxes:

7.1 The above rates are inclusive of all taxes except GST and same shall be paid extra as applicable.

7.2 You warrant that you are registered under the Goods and Service Tax Act ("GST Act ") and will notify us if you cease to be registered for GST at any point of time.

7.3 It is hereby agreed that if the Services/supply render by you are a taxable service/supply under this PO, we shall pay you an amount equal to the GST amount paid by you on that taxable service/supply to the relevant GST authorities subject to following conditions:

7.3.1 You shall provide us a valid tax invoice in accordance with the GST Act that will allow us to claim the Input Tax Credit.

7.3.2 Company shall not be under any obligation to make any payment until the receipt of the tax invoice.

7.3.3 Payment of GST shall be released once GST credit is available to us on GST portal.

7.3.4 Notwithstanding anything contrary stated herein in the PO, we will have a right to raise Debit Note (along with interest) upon you in the event of we are not able to claim any Input Tax Credit under the GST Act for the services/supplies made under this PO for any reason attributable to you.

7.3.5 In the event an adjustment arises in connection with a service/supply made under this PO, you must provide us a credit note or debit note in accordance with the GST Act.

7.4 As an independent Service provider/Supplier, you shall be solely responsible to satisfy any current or future taxes that may be imposed under GST Act. We shall not be making

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any additional payments towards satisfaction of such taxes. You shall at all point of time comply with all the provisions of GST Act and rules/regulations made thereunder including but not limited to the anti-profiteering clause and in the event of any penalty, loss or damage caused to us as a consequence of you unable to comply with any of the provisions of the GST Act, you hereby agree to indemnify us and our employees, Officers, Directors and agents for such penalty, loss or damage without limitation and we reserves the right to debit your account to such extent and to adjust the same against your future dues.

#### **8 Rules and Regulations for Health, Safety & Environment (HSE):**

You will follow the all safety measure as per **Annexure-HSE** - Annexure-5 enclosed with order.

#### **9 Compensation and Liabilities:**

9.1 You shall ensure that the vehicle will be covered under comprehensive insurance which shall include compensation to passengers in case of accidents as per the provisions of prevailing laws. You shall provide us copy of all the documents like registration book, insurance certificate and license of your Operators.

9.2 We shall not be responsible for any dealing/ dispute with the R.T.A, any accident, payment of taxes, insurance, theft and other legal formalities, if any violations committed by you and your Operator appointed by you including their behavior/ discipline.

9.3 We shall not be responsible for any loss or injuries sustained because of your own negligence or otherwise.

9.4 In the event of the work order being terminated, the maintenance/operation personnel under this work order shall also stand terminated. Such personnel shall have no claims, whatsoever, on the Company for being provided with the further employment or termination benefits etc. on termination of the work order.

#### **10 Validity:**

The work order will be valid for a period of 5 years w.e.f 01.07.2020 to 30.06.2025 unless terminated under the applicable provision of this order.

#### **11 Attendance Record:**

You shall ensure that all your resource/personnel as may be required to render the services stipulated herein are registered with the Face Reading Attendance Machine installed at the Plant and should further ensure that all your resource/personnel should mandatorily record their attendance while entering and while leaving from the Plant on daily basis. Any unregistered resources/personnel with the Face Reading Attendance Machine shall not be allowed entry inside the Plant. If any resource of yours is found inside the Plant without registering with the Face Reading Attendance Machine, the Company reserves the right to penalize you for such default besides terminating the order forthwith.

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**12 Reconciliation:**

Reconciliation of the services and resource/personnel as deployed by you should be done and carried out by you on periodic basis as defined or as and when requested by the company.

**13 No Sub-Contracting:**

You shall not sublet or assign any portion of the services to any other person/ agency or any third party without the prior written consent of company. However, in case of your failure in getting work done in time, the company reserves the right to award such work to any other service provider for its completion. In such cases, any extra cost borne by the company shall be recoverable from you.

**14 Insurance:**

You shall purchase and maintain during the subsistence of this order at your own cost and expenses such insurance as required under the applicable Laws and in accordance with Good Industry Practices and such other insurances to protect from claims which may arise out of or as a result from performance of the services or otherwise under this order, whether such claim may arise due to action or omission by you or by anyone for whose acts you may be liable.

You shall take out and maintain adequate professional liability insurance as well as insurance against third party liability (such as sub-vendor, consultants, advisors, specialists). Further, company undertakes no responsibility in respect of any life, health, accident, travel or other insurances which may be necessary or desirable for your personnel or workers or sub-vendor for the purposes of rendering the Services.

**15 Indemnification:**

You shall protect, defend, indemnify and hold the Company, its employees, representatives, directors, agents, stakeholder etc., harmless from and against:

- 15.1 Any and all losses arising from injury to or death of third parties or damage to or loss of property of third parties arising out of acts or omissions of you in the performance of your obligations under this Agreement except to the extent such losses are caused by the negligence or intentional or willful misconduct of, or breach of this Agreement by Company provided that you shall be responsible for any claim arising in respect of or in consequence of any accident or injury to any of your personnel or workers or resources.
- 15.2 Any and all losses arising from or incurred by reason of the acts or omissions of yours or any of yours officers, directors, employees, servants or agents in the performance of your obligations under this Agreement or upon any material misrepresentation, breach of obligation or covenant under this Agreement.
- 15.3 Any and all losses arising from or incurred by reason of claims or sanctions or penalties imposed by any governmental or statutory authorities or others for any actual or

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asserted failure by you or any of your officers, directors, employees, servants or agents to comply with any Applicable Laws.

15.4 Any and all losses arising from or incurred by reason of any failure of you or any your officers, directors, employees, servants or agents (i) to pay any taxes or dues relating to income or any other taxes required to be paid by such person; (ii) to make any payments or deposits in respect of taxes, provident fund, premium which are to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax or any other returns as required by Applicable Law or comply with reporting or filing requirements under Applicable Law; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent or Relevant Authorities .

15.5 Any loss or damage to any property of the company arising out of acts or omissions of you in the performance of your obligations under this Agreement.

#### 16 Force Majeure:

If at any time during the subsistence of this Agreement, you, for reasons beyond your control, unable to carry out the work in terms hereof and /or the Property or building in which it is situated is destroyed or damaged by fire, tempest, earthquake, accident, Act of God, war, flood, strike, lay out, lay off etc., .i.e. Force majeure so that the work and the terms of this Agreement cannot be reasonably fulfilled, the same shall not be treated as breach of Agreement and either parties shall have the option to put an end to this Agreement forthwith if such force majeure events continues for more than Five (5) days.

#### 17 Termination:

17.1 At any time during the subsistence of this Agreement, Company may terminate this Agreement upon the occurrence of one or more of the following events, by a written notice,

17.1.1 Of seven (7) days, in case of a material breach or failure to comply in any material respect to any provision of this Agreement by you and such failure continues unremedied for more than seven (7) days following written notice by Company to the you.

17.1.2 Of seven (07) days, in case of appointment of any receiver, and manager or administrator or order passed for the winding up or liquidation for their equivalent in any jurisdiction which is applicable to you or any material part of their undertaking, except for the purpose of merger or amalgamation for corporate restructuring purposes as per terms and conditions approved by Company.

17.1.3 Of 7 (seven) days, if the relevant authority refuses to grant any of the requisite government approval or withdraws any governmental approval granted (other than for reasons attributable to you) or imposes additional conditions with respect to any governmental approval granted which are not acceptable to you,

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in relation to the performance, execution and implementation of the Services and such refusal, withdrawal or imposition of additional conditions is/are non-appealable or the parties mutually accept and do not appeal against such refusal, withdrawal or imposition of additional conditions.

17.1.4 Of seven (07) days, in case you assign or transfers this Agreement or any right or interest herein or fails to perform or expresses its inability to perform the Services in accordance with the terms of this Agreement.

17.1.5 Of 7 (seven) days in case you fail to meet the requirement after being intimated by company or the company representative of the same.

17.1.6 Of 7 (seven) days in event of shortage of any raw material at the plant.

17.1.7 Immediate termination in case of any strike.

Without prejudice to any other rights or remedies available to company, Company shall be entitled to terminate this Agreement without notice, if you fails to maintain/retain all Applicable Permits in accordance with Applicable Laws and/or if any of the Applicable Permits are cancelled /withdrawn by concerned Authorities for any reason whatsoever.

In the event of termination Company shall be liable to pay the amount due up to the date of such breach / termination / services being provided by you & you shall be liable to perform all its obligations under this Agreement up to this date of termination/services offered.

**17.2 Termination by Either Party:**

Either Party may terminate this Agreement with a written notice of 90 (Ninety) days to the other party.

**17.3 Termination Exclusive of other Remedies:**

The termination or purported termination of this Agreement under this Clause shall be without prejudice to any claims or rights of any party previously accrued to it against the other party before the effective date of termination.

**17.4 Consequences of Termination:**

17.4.1 On termination of this Agreement by Company, Company shall have the right to engage the services of a third party for the provision of the Services and the resources/personnel of you may be undertaken by any such new third party. You hereby provide your unconditional approval for the same. Further you should handover all the records/registers/equipment or tools provided by company etc. to the new assigned party.

17.4.2 Upon termination of this Agreement, You and your resource/personnel shall be required to remove all its belongings from the Plants and/or the Company office

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within a period of seven (07) days. Failure to comply with this requirement shall entitle Company to seize all the items within the office and store.

17.4.3 If the Services are terminated, you shall be entitled to be paid for the Services rendered until the date of termination.

17.4.4 In the event of termination of this Agreement by Company, you shall, if required by the Company's Representative, continue to perform the services or any of them as required for a period specified by the Company's Representative but not exceeding sixty (60) days whilst the successor operation and maintenance You installed. during any such period, you shall continue to act in all respects in accordance with this Agreement as if the same had not been terminated and your obligations hereunder continued during such period. Company shall afford you reasonable assistance in redeploying staff or making use of temporary staff to carry out its obligations and shall pay you during such period the Service Fee, as would have fallen due during such period if this Agreement had not been terminated.

#### **18 Jurisdiction:**

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, the Courts at Hyderabad, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **19 Dispute Resolution and Arbitration:**

##### **19.1 Mutual Resolution**

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussion, only failing which, by resorting to arbitration.

##### **19.2 Arbitration:**

All disputes and questions whatsoever which shall either during the continuance of this Agreement or afterwards arise between the parties hereto or arise between any party hereto or arise between any party hereto and the representatives of the other party hereto touching these presents or regarding the interpretation or the construction of any of its terms, conditions or stipulations or application thereof the matter shall be referred to Arbitration consisting of Sole Arbitrator. Such arbitration shall be in accordance with the Arbitration & Conciliation Act of 1996. It is agreed that the Sole Arbitrator shall be appointed by the Company. The award of the Sole Arbitrator shall be final and binding on both the parties hereto. Such award shall be reasoned and in writing. The arbitration proceedings shall, be held at Hyderabad. Provided, however that the Company shall at liberty to take steps in the Courts, for the appointment of receivers or otherwise.

**ORINET CEMENT LIMITED – DEVAPUR**

**TENDER DOCUMENT**

**SUBJECT: HANDLING OF THE MATERIAL BY HEMM (HEAVY EARTH MOVING MACHINERY)**

Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations hereunder.

**20 Other General Terms & Conditions:**

- 20.1 You shall at all times during the term of this work order abide by all Applicable Laws relating to the performance of the Services and with all rules and regulations framed by the Relevant Authorities having control or jurisdiction over the Plant and other areas where the Services will be implemented and undertaken.
- 20.2 You at your own cost shall procure all required permits, approvals as per the Applicable Law from competent authorities required for effective performance of the Services under this Work Order before the execution of this Agreement.
- 20.3 You with respect to the deployment of resource for the performance of the Services shall comply without limitation, with all requirements of any Applicable Law relating to the deployment of resources or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, payment of provident fund contributions, payment of gratuities, payment of bonuses, medical examination and Factories Act.
- 20.4 We reserve the right to withhold your payment, if you failed to perform obligation as mentioned above.
- 20.5 You shall provide your own identity cards duly verified and attested, to your personnel which they shall wear on person while on duty.
- 20.6 You are responsible for any injury or damage to the Company property and personnel caused by your men and pay for all the expenditure towards the treatment/repairs and replenishment of such injured personnel/properties.
- 20.7 You shall submit to the Company a list of personnel engaged by you giving full particulars like name, father's name, current and permanent residential addresses, PF No, Aadhar No, educational and professional qualifications, experience etc., or any information as called for by the Company from time to time.

**21 Attachments:**

- 21.1 Annexure 1A- Cost Element & Bid Sheet (No of Sheet 3)
- 21.2 Annexure 1B- Cost Element & Bid Sheet (No of Sheet 3)
- 21.3 Annexure 3- Applicable Penalty Clause (No of Pages 2)
- 21.4 Annexure 4- Statutory Rules & Regulation (No of Pages 7)
- 21.5 Annexure 5- Safety Health & Environment Policy (SHE Policy) (No of Pages 24)
- 21.6 Annexure 6- Pre-Qualification (Contractor Safety) (No of Sheet 1)
- 21.7 Annexure 7- Bank Detail RTGS (No of Pages 1)
- 21.8 Annexure 8- Tracking of Mobilization of Equipment's (No of Pages 1)