

Silox India Private Limited
Kalali Road, Atladra, Vadodara 390 012, Gujarat, India
Telephone: +91 265 2680401-05
URL: www.silox-india.com

**TENDER DOCUMENT FOR ANNUAL CONTRACT
FOR PROVIDING HOUSEKEEPING SERVICES
AT SILOX INDIA PRIVATE LIMITED.**

Silox India Private Limited having its registered office at Kalali Road, Atladra, Vadodara-390 012 wishes to enter-into an Annual Contract for Housekeeping Services as per the details enclosed in the Tender Document. Interested Bidders may fill in the enclosed Tender Form along with acceptance of Terms & Conditions attached herewith and submit the same in a **“SEALED OPAQUE ENVELOP”** to:

SENIOR MANAGER (Materials)
Silox India Private Limited,
Kalali Road, Atladra, Vadodara - 390012
Phone: 91 265 2680401 - 5

SITE	: Atladara and Ekalbara
TENDER NO	: SIPL/TENDERS/ HOUSEKEEPING/2025-26/2
CONTRACT PERIOD	: 2 Yrs (From 01.01.2026 to 31.12.2028)
LAST DATE OF RECEIPT FOR BIDS	: 10-10-2025
EMD AMOUNT	: Rs.25,000/-
CONTACT PERSON	: Ms. Nehal Kalgude

Note: EMD – DD in favour of M/s Silox India Private Limited

Any recipient of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit this tender or not) shall treat the details of this document as “Private and Confidential”.

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NOTICE INVITING TENDER

Silox India Private Limited,
Kalali Road, Atladra, Vadodara - 390012
Phone : 2680401 - 5

SUBJECT: Tender for providing Housekeeping Services at Silox India Private Limited.

TENDER REF NO.: SIPL/TENDERS/HOUSEKEEPING/2025-26/2

Bids are invited from reputed and reliable Service Provider/ Agencies who are experienced in Handling job in Chemical Industry by FLT (Faith, Love & Trust), fulfil the Eligibility Criteria mentioned in the General Terms & Conditions hereinafter and can provide Housekeeping Services as mentioned in Tender Document at Various Plants of Silox India Private Limited (SIPL).

Bid cannot be submitted after due date and time. The Company reserves the right to accept or reject any bid without assigning any reason thereof. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidder & the Company at any stage. The company reserves the right to award the contract to one or more Service Providers at its sole discretion.

INSTRUCTION TO THE BIDDER

Silox India Private Limited (SIPL) is a Indo-Belgium Joint Venture, embodying a combined vision to excel in the Global Inorganic Chemical Industry. Guided by science and driven by technology, our product portfolio caters to diverse end use segments such as Textile, Paints & Coatings, Rubber, Pharma, Polymer, Ceramic, Paper and Personal Care etc. Please visit our Website (www.silox-india.com) for more information.

SIPL wishes to enter-into an Annual Contract for Housekeeping Services at Atladra and Ekalbara site as per scope of work mentioned in the Tender document.

The following Information / Credential of Service Providers / Bidder is Compulsory and should be furnished completed in all aspects along with your offer.

1. Brief history of organization, along with organization chart, mentioning the Name, Address, List of Branches with details, Designation & Telephone Nos of the contact persons in your company holding all key positions.
2. List of work executed of similar nature during last five years
3. Maximum amount of Work done of similar type of works
4. Last three years' balance sheet of the company
5. Bank's solvency certificate/ Banker's name and your Company's annual audited report.
6. Income tax clearance certificate
7. Partnership deed if firm is partnership firm & memorandum of articles, if company is limited one.
8. Work Experience / Credential Certificate from the client for successfully executed work
9. Resumes of key technical persons
10. Completion certificate of the works executed for last 5 years
11. If the space provided in the registration form is not enough, please attach separate Sheets and give Annexure reference number on the attached sheet.
12. GST SAC (Service Accounting Code) Code & GST Tax % applicable.
13. PF / ESIC Registration Certificate.

14. Registration Details

- a. Firm's/Company's Registration No. (Kindly attach Self-Authorised photocopy)
- b. Membership to any body
- c. Any other Statutory Registration.
- d. Partnership deed/Proprietor or Limited CO's Certificate.
- e.** Registration details with taxation authorities (Kindly attach a Self-Authorised photocopy): Permanent Income Tax A/c No., Goods & Service Tax (GST)
Registration No.

SCOPE OF WORK

1. This scope of work outlines the housekeeping services to be provided to maintain a clean, hygienic, and pleasant environment across all organizational premises, including administrative, operational, and visitor areas. The client is the organization requiring these services, and the provider is the contracted housekeeping agency responsible for execution.
2. SERVICE PROVIDER will depute at SIPL's sites, personnel required based on specifications and work spelt out in ANNEXURE I – ATLADARA SITE AND ANNEXURE II – EKALBARA SITE. This Contract will be concluded on total cost toward the work requirement and not on basis of number of Manpower deployed.
3. Personnel deputed to SIPL must be those who have a valid contract of employment with SERVICE PROVIDER.
4. SERVICE PROVIDER shall provide well-trained personnel with a good moral character between the age group of 20 - 45 years and in case of Supervisors, the age limit is 25 to 55 years.
5. In performing the terms and conditions of the contract, SERVICE PROVIDER shall at all times act as an independent Service Provider. The contract does not in any way create a relationship of principal and an agent between SIPL and SERVICE PROVIDER. SERVICE PROVIDER shall not act or attempt or represent itself as an agent of SIPL.
6. The contract does not in any way create a master and servant relationship between employees of the SERVICE PROVIDER and SIPL. Under no circumstance SERVICE PROVIDER employees shall be considered as employees of SIPL nor shall such relationship be considered to exist, and SERVICE PROVIDER shall be sole and only employer of such employees in this arrangement.
7. Personnel assigned by SERVICE PROVIDER to perform services shall have suitable experience and qualifications required to perform the services in accordance with professional standards. All services shall be performed in a professional manner and services shall be delivered to SIPL as required.
8. The services shall be provided round the year for a period commencing from 01.01.2026 to 31.12.2028.
9. The workmen employed by the SERVICE PROVIDER shall be directly supervised and controlled by them and shall have no relation whatsoever with SIPL. SIPL shall have no power to control or supervise such workman or to take any action against them except as permissible under law. Such workman shall also not have any claim against SIPL for services or regularization or services by virtue of being employed at SIPL against any temporary or permanent post at SIPL. However, SERVICE PROVIDER shall ensure highest standard of discipline and quality of service.
10. SERVICE PROVIDER must agree to execute and discharge the work and obligation at entire satisfaction of SIPL in accordance with the direction and specific instruction as may be issued from time to time.
11. Consumables and Tools required for Housekeeping services at Atladara and Ekalbara site are mentioned in Annexure-III.

CONTRACT TERMS AND CONDITIONS

1. SERVICES

- 1.1. The Client agrees to avail the Services from the Service Provider and the Service Provider agrees to provide the Services to the Client on the terms and conditions specified in this Agreement.
- 1.2. The Service Provider shall:
 - (a) Provide the Services in compliance with this Agreement and Applicable Laws. If any Approvals are to be obtained for the provision of Services, the same shall be obtained by the Service Provider.
 - (b) Perform the Services (i) in a professional diligent and timely manner (ii) as per good commercial practices and (iii) within the rates specified by the Client.
 - (c) Retain and utilize a sufficient number of qualified personnel to perform the Services;
 - (d) Ensure that all Personnel who are engaged to perform the Services are appropriately trained and qualified to perform such Services; and
 - (e) Devote its time and attention necessary to provide the Services in accordance with the best of the industry standards and meet any quality standards as may be specified by the Client.
 - (f) Ensure that Services are performed in accordance with applicable Safety, Health and Environment (EHS) requirements notified by the Client, and that all Personnel operate in compliance with relevant occupational safety standards under Applicable Law.
- 1.3. Unless otherwise authorized in writing, the Services Provider shall not have any authority pursuant to this Agreement to commit the Client to any obligation in any manner whatsoever with respect to third parties or to enter into any contracts on behalf of the Client. The Service Provider shall not have, nor represent itself as having, any authority under the terms of this Agreement to make agreements of any kind in the name of or binding upon the Client.
- 1.4. The Service Provider shall keep the Client promptly informed of all material matters which come to the Service Provider's attention relating to or affecting the business of the Client or any matters concerning the provision of Services hereunder by the Service Provider.

2. RECORDS

- 2.1. At the time of commencement of this Agreement on the Commencement Date (hereinafter defined in clause 9.1), the Service Provider shall provide copies of all documents, filings, licenses and / or registrations.
- 2.2. During the term of this Agreement, the Service Provider shall maintain proper and accurate records, in relation to all matters concerning the Services (including records pertaining to its Personnel, pay slips of the Personnel, billing, invoicing, tax and expense records) in accordance with Part B of Annexure IV to this Agreement, any Applicable Laws and any protocols and practices specified by the Client in this regard.
- 2.3. Upon Client's request, the Service Provider shall promptly provide Client (and to its advisors and representatives) may, upon prior notice, access and audit such records at the Service Provider's premises, including Personnel deployment, compliance documents, wage records, and statutory contributions related to Services under this Agreement, including all records of billing, invoices, supporting documents, taxes, and payments records (including evidence of statutory and non-statutory contributions, filings, records, registers, pay slips, etc.).
- 2.4. The Client reserves the right to audit (or demand copies of) the Service Provider's invoices, records of expense, charges, Personnel payments and statutory contributions, at its discretion. Payment of any Service Provider invoice by Client does not constitute Client's waiver of auditing rights, nor shall it prevent Client from exercising any rights it may have under this Agreement or under Applicable Laws.
- 2.5. Further, the Service Provider shall seek appropriate consent from its Personnel and shall give all such information concerning the Services that is within its control and solely to the extent permissible under Applicable Law, regulation and contract, to Client as may be requested in writing including but not limited to salary / compensation information, offer letters/consultant agreements of the Personnel, challans and returns demonstrating the payment of social security obligations, licenses, and registrations obtained or filed under the Applicable Laws for auditing/assessing the compliance of the Service Provider's obligations under this Agreement or under the Applicable Laws.

3. Statutory Obligations:

- 3.1. It is expressly agreed and understood that the sole responsibility for determining, assessing, and ensuring compliance with any and all statutory obligations, including but not limited to the adequacy, eligibility, classification, and applicability under relevant Applicable Laws in respect of Personnel, shall vest exclusively with the Service Provider.
- 3.2. From the Effective Date of this Agreement, the Service Provider ensure compliance with all relevant statutory provisions under the relevant labour laws, including but not limited to the following:
 - (a) The Factories Act 1948;

- (b) The Employees' Provident Fund and Miscellaneous Provisions Act 1952 ("**EPF Act**");
- (c) The Employees' State Insurance Act 1948 ("**ESI Act**");
- (d) The Minimum Wages Act 1948;
- (e) The Payment of Bonus Act 1965;
- (f) The Employees' Compensation Act 1923;
- (g) Payment of Gratuity Act 1972;
- (h) Maternity Benefit Act 1961; and
- (i) Child Labour (Prohibition and Regulation) Act 1986

The Service Provider shall ensure compliance with all applicable provisions relating to retrenchment benefits as prescribed under the Industrial Disputes Act 1947, and any other applicable labour laws, as amended from time to time, in respect of the Personnel engaged for the provision of Services, and the Client shall not be responsible for the same.

- 3.3. Further, the Service Provider shall be solely responsible for ensuring that its Personnel are provided with amenities and welfare facilities (including access to canteens, restrooms, drinking water, and first-aid arrangements) as may be required under Applicable Laws, including the Factories Act, 1948, where applicable.
- 3.4. The Service Provider shall ensure accurate and timely computation and processing of payroll, including salaries, wages, overtime payments, and applicable statutory contributions / payments / deductions in relation to all Personnel engaged to render Services under this Agreement, and shall furnish documentary evidence of the same to the Client in such frequency as may be mutually agreed. The Service Provider shall obtain and maintain, at its own cost, a workmen compensation policy and comprehensive insurance providing insurance coverage to its Personnel, as applicable.
- 3.5. The Service Provider shall be solely responsible for ensuring that the working hours of all Personnel engaged under this Agreement are in strict compliance with the provisions of the Factories Act, 1948, the Shops and Establishments Act. The Service Provider shall ensure that no Personnel exceeds the maximum permissible limit of overtime hours as may be prescribed under Applicable Laws. In the event if any Personnel are required to work in excess of the daily or weekly working hours, such work shall be treated as overtime and shall be compensated by the Service Provider strictly in accordance with the overtime rates mandated by the Applicable Laws. Such additional payments shall not be payable by the Client or recoverable by the Service Provider from the Client.

- 3.6. The Service Provider shall ensure that all Personnel are granted weekly rest days and statutory leave entitlements (including earned, casual, and sick leave) in compliance with the Factories Act, 1948, the applicable Shops and Establishments Act, and other Applicable Laws. It shall maintain accurate leave records and ensure appropriate carry-forward or accumulation of any unavailed earned leave and subsequent encashment thereof at cessation of service, in accordance with Applicable Laws.
- 3.7. Upon cessation of employment of any Personnel, the Service Provider shall be solely responsible for ensuring timely disbursement of all full and final settlement dues, including but not limited to retrenchment compensation, gratuity, leave encashment (as maybe applicable). Costs of such payments made by the Service Provider shall not be recoverable from the Client.
- 3.8. It may be noted that any invoices / bills submitted by the Service Provider for Services rendered shall be processed by the Client only up on submission of satisfactory proof of statutory remittances, including relevant filings and / or challans under the EPF Act, ESI Act, state-specific professional tax and labour welfare fund statutes, in respect of the Personnel engaged by Service Provider.
- 3.9. Any costs, penalties, or liabilities incurred by the Client due to the Service Provider's failure to comply with Applicable Laws or statutory requirements, shall be recoverable in full from the Service Provider, and the Client shall be entitled to deduct such amounts from any payments due or recover the same as a debt.
- 3.10. The Service Provider shall strictly adhere to and comply with the EHS standards and policies of the Client, as may be communicated from time to time. The Service Provider shall also provide an undertaking confirming that it has understood all the applicable EHS requirements and shall ensure full compliance with the same at its worksite / premises.

4. CONSIDERATION

- 4.1. In consideration of the Services rendered by the Service Provider, the Client shall pay to the Service Provider, Charges as specified in the Contract on a monthly basis.
- 4.2. For avoidance of doubt, it is hereby clarified that Unit Charges payable to the Service Provider shall be inclusive of contractual and / or statutory wages, social security and other statutory contributions and payments, cost of Personnel Protective Equipment and service charges payable to the Service Provider. Accordingly, it shall be the sole responsibility of the Service Provide to ensure compliance with Applicable Laws.
- 4.3. The Unit Charges to be paid as specified above shall be exclusive of Goods and Services Tax (GST).
- 4.4. The Client shall pay the Unit Charges for Service Provided within 30 days of receipt of Invoice from the Service Provider.

- 4.5. In event of any service(s) provided that are not included in the list of services as specified in this Agreement, the parties shall mutually agree upon such services and charges thereof.
- 4.6. All payments made by the Client to the Service Provider shall be subject to deduction of applicable taxes. The Client shall issue the required certificate evidencing such a Tax deduction in accordance with Applicable Laws.

5. REPRESENTATION AND WARRANTIES

5.1. Each Party hereby warrants and represents to the other Party that

- (a) It has full power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) This Agreement has been duly executed by it and this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms contained herein;
- (c) The execution, delivery and the performance by it of this Agreement does not and will not (i) breach or constitute a default under its constitutive documents, or (ii) result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound.

5.2. The Service Provider hereby represents and warrants to the Client:

- (a) It will provide the Services in compliance with the provisions of this Agreement;
- (b) It will act in good faith and use reasonable skill and care in the provision of Services under this Agreement.
- (c) It will comply with all Applicable Laws in the provision of the Services;
- (d) It has all requisite corporate and other approvals, licenses and permits from relevant government authorities to provide the Services.
- (e) shall be responsible for paying all taxes, dues, wages, contributions, charges, etc., under the state and central laws with respect to Personnel and any other persons engaged by it, for the provision of the Services; and
- (f) shall maintain the registers, adhere to all applicable statutory compliances and file returns with the concerned authorities under the applicable labour welfare legislations.
- (g) It will indemnify the Client of all legal obligations/damages arising out of any statutory non-compliances from them in the area related to the Services provided to the Client.

6. OBLIGATIONS OF THE CLIENT

- 6.1. During the performance of the Services the Client will co-operate with the Service Provider as the Service Provider reasonably requires;
- 6.2. The Client shall provide information and documents as the Service Provider reasonably requires for provision of Services.

7. TERM AND TERMINATION

- 7.1. This Agreement shall commence on 01.01.2026 and continue to be in full force and effect for a period of 2 years, unless terminated as specified below. Thereafter, this Agreement may be renewed upon the mutual consent of the Parties.
- 7.2. This Agreement may be terminated as follows:
 - (a) By either Party upon providing a written notice of 90 (ninety) days prior written notice to the other Party; or
 - (b) By the Client, in this event a material breach of any provision hereof is committed by the Service Provider; by providing 30 (thirty) days written notice to the Service Provider with reasons of termination stated thereunder, or
 - (c) By the Service Provider, in the event of failure of the Client to pay Unit Charges, by providing 30 (thirty) days written notice to the Service Provider with reasons of termination stated thereunder.
- 7.3. After termination or expiry of this Agreement for any reason whatsoever, and at any time during its continuance, the Service Provider shall not (and shall ensure that its Personnel shall not) knowingly take any action that has the effect of disparaging the Client or any of its affiliates or its or their employees, contractors, consultants, artists, creators or affiliates. Immediately upon termination or expiration of the Agreement, the Service Provider shall cease providing the Services in accordance with the Client's written instructions and shall ensure that all its Personnel and employees comply with all such instructions and requirements stipulated by the Client.
- 7.4. The Service Provider agrees that at the time of termination of this Agreement, or at any time upon the Client's request, the Service Provider shall (and shall ensure that its Personnel shall) deliver to the Client (and shall not keep in their possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, materials, equipment, hardware computers, other documents, property, confidential information, intellectual property, or reproductions of any aforementioned items received from the Client or developed by the Service Provider (and/or its Personnel) pursuant to the Services, or that otherwise belonging to the Client (or to any of the Client's clients, customers or personnel). The Service Provider agrees to indemnify the Client for any and all losses, damages suffered by the Client as a result of the Service Provider's failure to promptly return any property or equipment described above to the Client.

- 7.5. After the termination of this Agreement, the Service Provider shall not (and shall ensure that its Personnel do not) at any time or for any purpose use the name, trademark, logo or property of the Client for any purpose, including in connection with their own business or the business of another or any other name in any way calculated or likely to suggest that they are or have been associated, affiliated or connected with the Client, nor shall they use any property, material, or information which they may have acquired in the course of or as incident to performance of the Services for the Client that concerns the Client, its affiliates, clients, customers or their employees or personnel.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- 8.1. Confidentiality: The Service Provider shall maintain the strict confidentiality of all proprietary information, trade secrets, intellectual property, and other confidential materials belonging to the Client ("**Confidential Information**"), and shall ensure that all Personnel engaged under this Agreement are bound by equivalent confidentiality obligations. Such Confidential Information shall not be disclosed, published, or used for any purpose other than as expressly authorised in writing by the Client and strictly in connection with the performance of the Services under this Agreement.
- 8.2. The Service Provider further agrees that neither it nor any of its Personnel shall, directly or indirectly, during the term of this Agreement or at any time thereafter, use, disclose, or permit the use or disclosure of any Confidential Information in connection with any business or activity other than that of the Client or its affiliates, unless such disclosure has been specifically authorised in writing by the Client. These obligations shall survive the expiry or termination of this Agreement.
- 8.3. Intellectual Property: Client shall retain all right, title and interest in and to Client's intellectual property and no right, title or interest therein is transferred or granted to Service Provider under this Agreement except for use in performing Services hereunder and for no other purpose. Service Provider shall retain all right, title and interest in and to its own technology and information and except as expressly set forth in this Agreement no right, title or interest therein is transferred or granted to Client under this Agreement.
- 8.4. In connection with provision of services, the Service Provider may generate, create, write, or produce literary works or other works of authorship including but not limited to manuals, training materials, report, advice, methodologies, code, test data, analysis, studies, research documentation (herein after referred to as "**Work Product**")
- 8.5. The Work Product and copyright and intellectual property rights in and to such Work Product created and provided by the Service Provider to the Client pursuant to this agreement shall be owned by the Client. To the extent that the ownership of such Work Product does not vest in the Client, the Service Provider hereby irrevocably assigns and shall cause the Personnel to irrevocably assign to the Client all right, title and interest that they may have or may hereafter acquire in the Intellectual Property in perpetuity and on worldwide basis and without any restrictions as to use or exploitation, including

but not limited to all copyright, patents, trademark and other intellectual property rights therein.

- 8.6. The Service Provider hereby irrevocably and unconditionally waive and shall cause the Personnel to waive any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to Intellectual Property including any and all material written, created or devised by the Personnel whether solely or jointly and pertaining specifically to the operation or business of the Client or resulting from or suggested by anything which its Personnel shall have done pursuant to the envisaged arrangement with the Client.

9. FORCE MAJEURE

- 9.1. If and to the extent that a Party's performance of any of its obligations under this Agreement is hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or any other similar cause beyond the reasonable control of such Party (each a "**Force Majeure Event**") and such nonperformance, hindrance, or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such nonperformance, hindrance or delay as applicable of those obligations effected by the Force Measure Event for as long as such Force Measure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay including through the use of alternate sources, work around plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Measure Event will immediately notify the other Party of the occurrence of the Force Measure Event and describe in reasonable detail the nature of the Force Measure Event.
- 9.2. If the Force Measure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts by the Parties in good faith if the Force Measure Event continues for a period of 90 (ninety) days either of the Parties shall have the right to terminate the Agreement by giving the other Party notice of termination in writing.

10. INDEMNITY

- 10.1. The Service Provider hereby agrees to fully and completely indemnify and hold the Client harmless from any and all damage, fines, penalties, costs, amounts and expenses, claims, actions, suits, judgements, enforcements and / or proceedings (including without limitation any attorney's fees), or other losses arising out of or relating to:

- (a) Breach of this Service Agreement by the Service Provider;
- (b) Breach of any representation or warranty by the Service Provider;

- (c) Infringement or unauthorized use of any Client's confidential information or intellectual property rights;
- (d) Fraud, misconduct, negligence or deficiency in the Services performed;
- (e) Any infringement claim by a third party in relation to the Services rendered; and
- (f) Failure to abide by Applicable Laws during the term of the Agreement.

10.2. The Client has and reserves the right to set off any such claims / payment from the Unit Charges or any other payments payable to the Service Provider.

11. SERVERABILITY

11.1. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.2. Any invalid or unenforceable provision of this Agreement shall be replaced with the provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

12. ENTIRE AGREEMENT

12.1. The Service Agreement constitutes the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

13. NO OTHER RIGHTS GRANTED

13.1. Nothing in this Agreement is intended to grant any right under any patent, copyright, or other intellectual property rights for any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's confidential information, except the limited right to use such confidential information in connection with the Services to be provided under this Agreement.

13.2. The Client or the Service Provider shall not receive any intellectual property rights in the confidential information of the other Party other than limited to the use of Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Party disclosing the Confidential information.

14. AMENDMENTS

14.1. Any change, alteration, amendment, or modification to this Service Agreement must be in writing and signed by authorized representative of both the Parties.

15. DISPUTE RESOLUTION

15.1. Any dispute(s) arising under this Agreement, shall as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

- (a) Any dispute under this agreement shall be referred to arbitration by a sole arbitrator to be appointed by the Managing Director of the Client.
- (b) The arbitration proceedings shall be held in Vadodara, Gujarat, India in accordance with the provisions of the Arbitration and Conciliation Act 1996 Or any statutory re-enactment or modification thereof for the time in force.
- (c) The parties agree that the arbitration award shall be final and may be enforced as a decree.
- (d) The parties further agree that subject to the above only the competent courts at Vadodara shall have jurisdiction in all matters arising hereunder.
- (e) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

16. INDEPENDENT PARTIES

16.1. The Agreement is on principal-to-principal basis and nothing contained or implied in this Agreement shall or shall be deemed to constitute or creates a joint venture or partnership between the Parties or place them in a partnership, employer-employee, agency, trust, or joint venture relationship.

16.2. The Service Provider's relationship with the Client is that of an independent contractor. The Service Provider is not an agent of the Client and is not authorized to and shall not have any authority to make any representation, contract or commitment on behalf of the Client, or otherwise bind the Client in any respect.

16.3. The Service Provider covenants that it has the sole right, control and discretion to perform and direct the means, details, manner and method by which the Services will be performed, and the right to perform the Services at any place, location and using any qualified personnel.

16.4. The Service Provider shall be solely responsible for all its tax, payments, filings and compliances required to be filed with (or made to) any authority with respect to the Service Provider's performance of Services or receipt of fees under this Agreement. The Service Provider shall comply with, and agrees to accept exclusive liability for non-

compliance with, all applicable governmental rules and regulations, including obligations such as payment of taxes and other contributions on the fees received by it under this Agreement.

17. EXCLUSIVITY

17.1. Nothing in this Agreement restricts a party or its group companies from discussing similar arrangements and or any related transaction with other party and regulatory body in India their respective successors.

18. NON-SOLICITATION:

18.1. During the term of this Agreement and for a period of three (3) years immediately following its expiry or termination, the Service Provider agrees not to adversely interfere with the business of the Client by directly or indirectly hiring or employing or soliciting or attempting to solicit its employees, executives, intern, independent contractor, or consultant to become an employee of, consultant to or director or advisor for the Service Provider or any other entity, without written consent of the Client.

19. ASSIGNMENT

19.1. The Service Provider shall not assign or transfer, whole or part of this Agreement awarded to him or whole or part of his work, services, obligations, responsibilities, liabilities and rights hereinabove or sub-contract any of its work, services, obligations, responsibilities, liabilities and rights hereunder to any other person or party without the prior written consent of the Company.

20. NOTICES

20.1. Except as otherwise specified in this Service Agreement all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this service Agreement shall be deemed given when sent to the address specified below:

(a) **Client:**

(i) Attention: Executive Vice President – Materials

(ii) Address: Kalali Road, Atladra, Vadodara- 390 012, Gujarat, India

(b) **Service Provider:**

(i) Attention: [insert details]

(ii) Address: [insert address]

20.2. Either party may change its address for notification purposes by giving the other party 10 (ten) days' notice of the new address and the date upon which it will become effective.

21. GOVERNING LAW

21.1. This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

22. PUBLIC ANNOUNCEMENTS

22.1. No Party shall make or publish any announcement or press release concerning or connected with this Agreement, without the prior written consent of the other Party, unless otherwise required by law.

23. SURVIVAL

23.1. The termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.

GENERAL TERMS AND CONDITIONS

1. Personnel must be deployed after due verification by company's HR Department and training by Safety Department.
2. The Service Provider will provide PPEs (ISI Approved) i.e., Safety Shoes, Safety Helmet, Safety Goggles, etc. mandatory to execute the task to its personnel.
3. Service Provider must submit Medical Fitness Certificate of all their personnel to SIPL from its approved list of hospitals. Also, yearly Medical Checkups to be conducted for all its personnel.
4. SIPL shall charge Penalty in case of violation of Safety Norms.
5. The Service Provider must maintain good housekeeping during & after work.
6. IDENTITY CARD of every personnel of Service Provider is mandatory.
7. The Service Provider shall ensure that all Covid-19 (Pandemic) related guidelines and safety precautions shall be strictly adhered to.
8. The Service Provider must make his own arrangement of accommodation for Personnel deployed.
9. No addition charges shall be paid to Service Provider for any urgent nature of the job executed as per instruction of SIPL.
10. No escalation of price & taxes shall be given to the Service Provider for allotted work during the contract period.
11. The Service Provider Personnel should follow the rules & regulations of our organization.
12. Rates offered must be inclusive of service charges and all statutory obligations (PF & EDLI, ESIC/WC Premium (as per the applicability at Atladra site), Bonus, Insurance, Minimum Wages, and any statutory payment applicable to the contractor)
13. Rates offered are for 30/31 days.
 - a. GST extra as applicable shall be paid as per rules.
 - b. Payment for amount of PF & ESI contribution will be reimbursed against submission of PF & ESI challans.
14. The Service Provider and its Personnel are not allowed to carry Mobile/pan-padiki-gutka/lighters matchbox inside the plant. Anyone found carrying the same the Service Provider would be penalized accordingly. No personnel are allowed on site under the influence of alcohol or drugs. SIPL reserves the right to ban such personnel from working at any of its sites.
15. No interest will be paid to the Service Provider on the Security deposit /Retention money.
16. Subletting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Service Provider directly or indirectly to any person, firm or corporation without written consent from SIPL.

Statutory, EHS, and Other Compliance Requirements

Pursuant to Agreement, the Service Provider shall ensure that the Services provided to the Client are in strict compliance with the following statutory, environmental, health and safety requirements:

1. HUMAN RIGHTS AND ESG

1.1. The Service Provider covenants that, in the performance of its obligations under this Agreement, it shall comply with all applicable labour, employment, environmental, health, and safety laws, as well as applicable human rights obligations under the Constitution of India and other laws in force, and shall adhere to internationally recognized standards and frameworks including, without limitation:

- (a) The United Nations Guiding Principles on Business and Human Rights;
- (b) The International Labour Organization Declaration on Fundamental Principles and Rights at Work; and
- (c) Any other ESG standards and sustainability frameworks as may be reasonably notified by the Client from time to time.

1.2. The Service Provider represents, warrants and undertakes that:

- (a) No forced, bonded, trafficked or child / adolescent labour shall be engaged in the provision of the Services;
- (b) The employment terms of all Personnel shall be fair, transparent, and compliant with Applicable Laws, including minimum wage, social security, and health and safety regulations;
- (c) All working hours and overtime arrangements shall be voluntary, lawful, and not exploitative in nature; and
- (d) Personnel shall be provided a safe and healthy working environment, in compliance with the Client's EHS policies and applicable occupational health and safety standards.

1.3. The Service Provider shall ensure that all Personnel engaged in connection with the Services are treated with dignity and respect and shall not be subjected to discrimination, harassment, coercion, intimidation, abuse (whether verbal, physical, or psychological), or any inhumane or degrading treatment. The Service Provider shall adopt, implement, and enforce appropriate policies to ensure a work environment free from all forms of unlawful discrimination or harassment, including sexual harassment, in accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

- 1.4. The Client (or its authorised representatives) shall have the right, on reasonable prior notice, to audit and / or assess the Service Provider's compliance with this Clause 24, including by requesting relevant documentation or conducting site visits. The Service Provider shall cooperate in good faith with any such audit or assessment.
- 1.5. In the event the Service Provider is found to have materially breached its obligations under this Annexure III or fails to take timely remedial action upon notice of any such breach, the same shall constitute a material breach of this Agreement and entitle the Client, without prejudice to any other rights or remedies, to terminate this Agreement, in whole or in part.

A. One-Time Documents Checklist for Pre-Onboarding and On-Boarding:

1. Copy of Registration under Companies Act,1956 (If registered)
2. Copy of Registration under Gujarat Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2019 / license under the Factories Act 1948
3. Copy of PAN Card under Income Tax Act, 1961
4. Copy of Registration under Central Goods and Services Tax Act, 2017
5. PF Code Allotment Letter under Employees' Provident Fund and Miscellaneous Provisions Act ,1952
6. ESIC Code allotment Letter under Employee State Insurance Act 1948
7. WC Policy under Employee (Workmen) Compensation Act, 1923 (as per applicability)
8. Copy of Work /Purchase Order
9. Registration Under Professional Tax Act 1975
10. Registration Under Gujarat Labour Welfare Fund Act, 1953
11. Proof showing Date of Commencement of work
12. Bank A/c Number, Address (Cancelled Cheque)
13. Name & Contact Details of Responsible Person on letter head of Firm/Company
14. Consolidated Annual Return
15. Factory License under Factories Act, 1948

B. Monthly/Periodic Documents

1. Employment Register (Form A)
2. Wages Register (Form B)
3. Register of Loan/Recoveries (Form C)
4. Attendance Register (Form D)
5. Leave with Wages Register & Card Form 18 under Factories Act,1948
6. Copy of PF Challan with ECR & Remittance Slip
7. ESIC Contribution History (names of person engaged for Services should be highlighted) and Payment Receipt
8. Bank Advice duly received by bank (names of person engaged for Services should be highlighted)
9. Form 19 Salary Slip under CLRA
10. Professional Tax Receipt (Employer contribution every year & Employee contribution every month)
11. Labour Welfare Fund Receipt (For June & December Month)
12. Form A,B,C,D Under Payment of Bonus Act,1965 (whenever applicable)
13. CNV Forms, ER1 and ER2 as per applicability
14. PF Nomination Form/Form-11
15. ESI Nomination Form
16. Gratuity Nomination Form - F
17. Relieving Formalities of exiting Personnel

FORMAT FOR OFFER LETTER

To,
Senior Manager - Materials
Silox India Private Limited.
Kalali Road, Atladra, Vadodara - 390012
Phone: 2680401 – 5

Sir,

1. We hereby undertake to perform the scope of work as defined in the Tender of Silox India Private Limited, Tender Ref no: SIPL/TENDERS/SECURITY/2025-26/2, dated _____ at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.
2. This offer is valid for a minimum period of _____ days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by SIPL and included in this contract.
4. We also enclose herewith the following documents:
 - a. Schedule of compliance with Acceptance of contract conditions.
 - b. Schedule of prices (Price Formats to be completed as below:)

Category	Atlalara	Ekalbara
Housekeeper		
Supervisor		
Material / Consumables		
Machinery		

- c. The offer should contain all the details like GST Reg. No., PF / ESIC Reg. No. etc.
- d. Documents required by SIPL as mentioned in "Instructions to Bidders".

M/s _____

Date:

Place:

Authorised Signatory
(Office Seal Name of the Company)

**BID FOR HOUSEKEEPING SERVICES AT SILOX INDIA PRIVATE LIMITED FOR
ATLADRA AND EKALBARA SITE FOR THE YEAR CY 2026-28**

- Name of the firm : _____

- Address : _____

- List of the branches along with details : _____

- Phone No. : _____
- Mobile No. : _____
- Email : _____
- Contact Person Name : _____

- PAN No.(Photocopy require
duly Self Authorized) : _____
- Partnership deed/proprietor or
Limited Co.'s Certificate : _____
- Copy of Registration certificate for
payment of Tax : _____
- Copy of Last 3 year filled Income-Tax Return : _____
- GST No. (Photocopy require
duly Self Attested) : _____
- PF / ESIC Registration No. : _____
(Photocopy require duly Self Attested)
- MSME Certificate : _____
(Photocopy require duly Self Attested)

ANNEXURE I

SITE - ATLADARA

OBJECTIVE:

- Ensure a consistently clean and sanitized environment across all designated locations.
- Maintain hygiene standards across all the defined areas.
- Create a welcoming and comfortable atmosphere in visitor and common areas.

DELIVERABLES:

Premises Covered:

- Admin Building (all floors, common areas, restrooms)
- Security Cabin (internal and external cleaning)
- R&D Lab (floor and surface cleaning per lab protocols)
- Stores (dusting, sweeping, mopping)
- Health Center (special hygiene focus)
- Visitor Rooms (daily cleaning)
- Plant Toilets (2 portable and 3 regular with multiple cleaning cycles daily)
- Parking Area (sweeping and garbage removal), Terrace (weekly cleaning and as needed).
- Road Area inside Site Premises – With help of Sweeping Machine (Manpower to be deployed during monsoon / breakdown as an alternate to the sweeping machine)

Cleaning Tasks and Frequency:

- Dusting and sweeping twice daily
- Mopping twice daily or more if required
- Restroom cleaning every two hours
- Garbage collection twice daily
- Surface disinfection twice daily focused on high-touch points
- Daily cleaning of security cabin, R&D lab, stores, parking area, visitor rooms, and pantry
- Health centre sanitization twice daily
- Terrace cleaning weekly on weekends
- Deep cleaning monthly or as instructed
- Disinfection of high-contact surfaces twice or more daily
- Staircases, Railings, and Elevators to be cleaned twice daily

Manpower Deployment:

- Contract will be awarded on fixed package cost basis and not on number of Manpower deployed. This data is for reference only.
- Morning shift (6:00 AM - 2:00 PM): 6 housekeepers and 1 supervisor; Evening shift (11:00 AM - 7:00 PM): 2 housekeepers. The supervisor oversees task allocation, checklist compliance, and coordination with client representatives.

Materials and Equipment:

- All cleaning materials, tools, PPE, and consumables shall be provided by the contractor, ensuring standard quality as per contract terms.
- Manual walk behind Road flipper/s (Sweeping Machine)
- Single disc scrubbing machine
- Wet and Dry Vacuum machine

Timeline:

- The housekeeping services will operate daily throughout the week following the specified cleaning frequencies.
- Deep cleaning will be scheduled monthly or as needs arise. Weekly supervisory surprise visits will be conducted to ensure quality and adherence.

Exclusions:

- The housekeeping staff will not clean inside the plant area

Roles and Responsibilities:

- **Housekeeping Contractor:**

Provide trained personnel, cleaning supplies, and ensure compliance with labor laws and safety protocols.

- **On-site Supervisor:**

Manage daily activities, monitor checklist adherence, and report issues promptly.

- **Field Officer:**

Conduct weekly surprise inspections and submit reports to Admin.

- **Client (HR):**

Coordinate with contractor, review reports monthly, and address maintenance issues as reported.

Additional Notes:

- All housekeeping staff must wear uniforms, carry identification cards, and follow safety and hygiene protocols at all times.
- Any maintenance issues detected during cleaning must be immediately reported to the HR department.
- The contractor shall ensure compliance with all applicable labor laws, including ESIC, PF, and worker insurance coverage.

ANNEXURE II

SITE – EKALBARA

OBJECTIVE:

- Ensure a consistently clean and sanitized environment across all designated locations.
- Maintain hygiene standards across all the defined areas.
- Create a welcoming and comfortable atmosphere in visitor and common areas.

DELIVERABLES:

Premises Covered:

- Cement / Tar Roads within Site Premises - With help of Sweeping Machine (Manpower to be deployed during monsoon / breakdown as an alternate to the sweeping machine)
- PQ Admin Building – Ground Floor Area including Canteen area except Kitchen, First Floor Area including washroom and hand wash areas.
- Global R&D Centre
- Offices in Alpha Plant Area
- Health Centre
- Portacabins
- Common Washrooms cross PQ & Alpha Plant (Utility area, R&D dept., Security Cabin, Truck Parking toilets & New FBC Boiler Toilets – PQ and Recovery Plant, Hydro Plant and SO2 Plant - Alpha)

Cleaning Tasks and Frequency:

- Dusting and sweeping twice daily
- Mopping twice daily or more if required
- Restroom cleaning every two hours
- Garbage collection twice daily
- Surface disinfection twice daily focused on high-touch points
- Daily cleaning of security cabin, R&D lab, stores, parking area, visitor rooms, and pantry
- Health centre sanitization twice daily
- Terrace cleaning weekly on weekends
- Deep cleaning monthly or as instructed
- Disinfection of high-contact surfaces twice or more daily
- Staircases, Railings, and Elevators to be cleaned twice daily

Manpower Deployment:

- Contract will be awarded on fixed package cost basis and not on number of Manpower deployed. This data is for reference only.
- Morning shift (6:00 AM - 2:00 PM): 10 housekeepers and 1 supervisor; evening shift (11:00 AM - 7:00 PM): 2 housekeepers. The supervisor oversees task allocation, checklist compliance, and coordination with client representatives.

Materials and Equipment:

- All cleaning materials, tools, PPE, and consumables shall be provided by the contractor, ensuring standard quality as per contract terms.
- Manual walk behind Road flipper/s (Sweeping Machine)
- Single disc scrubbing machine
- Wet and Dry Vacuum machine

Timeline:

- The housekeeping services will operate daily throughout the week following the specified cleaning frequencies.
- Deep cleaning will be scheduled monthly or as needs arise. Weekly supervisory surprise visits will be conducted to ensure quality and adherence.

Exclusions:

- The housekeeping staff will not clean inside the plant area

Roles and Responsibilities:

- **Housekeeping Contractor:**

Provide trained personnel, cleaning supplies, and ensure compliance with labor laws and safety protocols.

- **On-site Supervisor:**

Manage daily activities, monitor checklist adherence, and report issues promptly.

- **Field Officer:**

Conduct weekly surprise inspections and submit reports to Admin.

- **Client (HR):**

Coordinate with contractor, review reports monthly, and address maintenance issues as reported.

Additional Notes:

- Areas where the machine is not able to reach, cleaning with help of manpower to be done. Surrounding areas of plant, canteen and general washrooms will be done. The waste collected will be disposed through wheeled trolley provided by company at a site designated by the company
- The canteen building will be dry and wet mopped twice a day. The canteen floor area and tables will be cleaned after breakfast and lunch. The single disc machine will be used to scrub the floor to keep it clean. In between the times of breakfast and lunch the 1st floor with its conference and meeting rooms including passage and staircase will be dry and wet mopped and scrubbed with machine as and when required.
- Wash rooms of Plant, R&D, canteen & Truck parking will be attended at least 2 times daily. With the use of suitable hygienic chemicals, the Washbasins, urinals and commodes will be scrubbed with scotch brite and brush to remove stains and bad odour. The floor will be scrubbed with chemicals and left dry. Jet spray machine will be used to spray with high pressure water to remove bad odour, stains and keep area hygienic.

Annexure III

Sr. No.	Particulars	Make
1	Acid 5 Ltr.	Standard
2	Air Freshener	Standard
3	Aluminium Ceiling Broom	Standard
4	Bamboo	Standard
5	Bleaching Liquid 5 Ltr.	Standard
6	Check Duster	Standard
7	Chock Pump	Standard
8	Cleanex Handwash 5ltr	Dettol
9	Clip N Fit Mop Refil	Standard
10	Clip N Fit Mop with Handle	Standard
11	Colin Spray	Standard
12	Dry Mop Complete Set 75cm	Standard
13	Dry Mop Refill 75cm	Standard
14	Dust Pan	Standard
15	Feather Broome	Standard
16	Floor Duster	Standard
17	Garbage Bag Big	Standard
18	Garbage Bag Jumbo	Standard
19	Garbage Bag Small	Standard
20	Glass Duster	Standard
21	Glass Squeegee with Washer	Standard
22	Glass Wiper Rubber Patti	Standard
23	Green / Red / White Buffing Pad	Standard

Sr. No.	Particulars	Make
24	Hard Broom	Standard
25	Harpic	Standard
26	TAJ Industrial Wiper	Standard
27	Kitchen Wiper	Standard
28	Nepthalene Balls	Standard
29	WASHING POWDER	Nirma/ Wheel
30	Odonil	Standard
31	Plastic Bucket 13 Ltr.	Standard
32	Plastic Mug	Standard
33	Soft Broom	Standard
34	Room Freshner Passion	Standard
35	Rubber Hand Gloves	Standard
36	Sani Cube	Standard
37	Scotch Brite	Standard
38	Scraper	Standard
39	Spray Pump	Standard
40	Tall Brush	Standard
41	Floor Wash	Revachem / XXX
42	Glass Cleaner	Colin
43	Toilet Cleaner	Revachem / Harpic
44	Toilet Brush	Standard
45	Phinayle	Walker
46	Yellow Duster	Standard