



Rothe Erde India

(Bearing Division)

GATE PASS REQUISITION FORM (Contractor)

MaQES

F20155

Name of Contractor : _____ Work Order

No. _____

Validity of W.O _____ Gate pass period _____ Sanctioned Manpower _____

Whether Contractor has got his own P.F.Code No. : Yes / No.

Date of Application :

Labour Licence No. _____ No.of Labourers _____, Validity of Licence _____

Insurance Coverage Policy No :

Company :

No. of Employees :

Validity :

Sr.no	Emp.no	Name of Cont. Labour	P.F A/C No.	If replacement, mention name of Cont.Labour	Remarks
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Address: Rothe Erde India Private Limited, Gat No. 429, Village Wadivarhe, Post Gonde, Taluka Igatpuri, Dist Nashik, Maharashtra, 422 403, India.

Phone: +91 (0) 2553 302231 Fax: +91 (0) 2553 302300 Internet: www.rotheerdeindia.com / www.thyssenkrupp.com Email ID:

info.rotheerdeindia@thyssenkrupp.com

Chairman: Mr. Winfried Schulte

CEO: Mr. Manish Aggarwal

CIN No: U27109MH2006PTC161325

Bankers: Deutsche Bank AG, Mumbai; HSBC, Mumbai; HDFC Bank, Nashik. Income Tax Pan No.: AADCR 3029 G

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Sign. of Contractor

Head of Dept.

Safety Dept.

Personnel Dept.

ANNEXURE - A

GENERAL TERMS AND CONDITIONS FOR WORK ORDERS

- 1 This order contains the final and complete agreement between Purchaser and Contractor and no other agreement in any way modifying any of its terms and conditions will be binding upon Purchaser unless made in writing and signed by an authorized representative of Purchaser.
- 2 Contractor shall send his acceptance to this Work Order within 48 hours of receipt of the same. However acknowledgement of receipt of this order or shipment of goods or performance of services against it constitutes acceptance hereof.
- 3 The time for delivery of goods or the performance of services as specified in the Work Order is of the essence of this order. If Contractor fails to deliver goods or perform the services at the time specified herein, Purchaser may cancel this order and purchase the goods / services from elsewhere and differential cost & charges shall be borne by the Contractor. In case of any anticipated delay in delivery of goods or the performance of services, the Contractor should notify the Purchaser well in advance.
- 4 All work performed shall be subject to the inspection and acceptance of Purchaser at any time within thirty days after completion of the work. In case of rejection of any material / work, the same shall be immediately made good by Contractor at their cost and in case of failure of the Contractor to do same, the Purchaser will have liberty to do the same at Contractors cost and Risk, from other contractors.
- 5 Contractor warrants that the goods and/or services covered by this order will comply with the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that such goods will be merchantable, of good material and workmanship, free from defect and fit for the particular purpose or purposes for which they are to be used. The Goods supplied or Services offered shall be in acceptable condition, shall operate satisfactorily for a period of 12 months from the date of usage or 18 months from the date of receipt whichever is earlier, and shall conform to all applicable occupational health and safety standards.
- 6 All the civil works executed shall be as per Indian Standard Specifications and mode of measurements shall be as per IS Specifications, unless otherwise specified.
- 7 **SAFETY RELATED INSTRUCTIONS** - As per the requirement for OHSAS 18001:2007 Certification the Contractor is required to follow the below mentioned Instructions -
 - a) Contractor shall provide the safety measures like safety shoes, safety belts, hand gloves, uniforms, helmets to their employees at their cost. In case the same is not provided by Contractor, the same will be provided by REIPL & the cost of the same will be debited to Contractor.
 - b) Contractor shall abide by all the safety rules and regulations prevailing at the time of performance of the services and also arrange for safety training of their employees, as practiced by the Purchaser.
 - c) Contractor will be solely responsible at all time for proper control & supervision of their employees while on duty and to initiate a disciplinary action wherever lapses occur on the part of their employees.
 - d) Contractor shall not do or commit to do anything which may cause damage to the property of REIPL.
 - e) Contractor will obtain suitable insurance cover for all the workers employed by Contractor to perform the activities under this work order, to cover the life/ medical expenses in case of any

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- eventuality and to keep such insurance cover effective and valid. Contractor will submit a copy of the insurance cover obtained as mentioned above to REIPL administration department/concerned site authority before Contractor undertake the activities under this work order. Payment of Compensation arising out of any accident on work site shall be the responsibility of the contractor.
- f) Any of Contractor's employees if found medically unfit or any other reason, Contractor will have to replace such employees as and when they are called upon.
- g) Contractor shall ensure that their workmen are covered under workmen compensation policy and a copy of such insurance policy taken by Contractor should be submitted to REIPL immediately after receiving a copy this work order.
- h) Contractor shall obtain either of the following permits before commencing the work – hot permit / excavation permit / electrical permit / confined space permit / maintenance or operations work permit / working at height permit / relevant permit as per the job requirement from our concerned authority.
- 8 Contractor will ensure that all statutory provisions are as applicable to Contractor at present and from time to time would be complied with and record should be produced without delay on demand of the company or the Govt. Officials. Some of the statutory provisions are listed below for the contractors reference:
- The factories act 1948
 - The payment of wages act 1936
 - The minimum wages act 1948
 - The contract labour (regulation & abolition) act 1970
 - The workmen's compensation act 1923
 - The employee's provident funds & miscellaneous provisions act 1952
 - The E.S.I.C. act 1948.(as and when becomes applicable)
- 9 Force Majeure: Purchaser shall not be required to accept or pay for any goods or services covered by this order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Purchaser.
- 10 Contractor agrees not to assign this order or delegate the performance of its duties hereunder without the prior written consent of Purchaser.
- 11 Any disputes relating to the order shall be deemed to have arisen in Nashik and subject to Jurisdiction of Nashik Court.
- 12 All payments will be made after deducting TDS as per statutory rules.
- 13 You shall mention our Work Order no and date in all future communication.
- 14 While charging the GST amount in bill, you shall mention our GST number and also your GST number on the invoices, failing which the tax amount will not be paid.
- 15 While issuing Excise invoice, you shall mention Excise Reg. No, Range, Division, Commissionarate and E.C.C. No. failing which Cenvat amount will be debited to your account (if applicable).
- 16 Our PAN no, Sales tax, Excise, GST details are as below:
GST number - 27AADCR3029G1ZJ
PAN No.: AADCR3029G
VAT TIN No. 27890566763V dtd. 18.10.2006.
CST TIN No. 27890566763C dtd. 18.10.2006.
Excise Reg. No. AADCR3029GXM001. Range: 5, CFC Building Ambad, Nashik
Division: II, Jande Park, Takli Road, Nashik
Commissionarate: Gadkari Chowk, Nashik
E.C.C. No.: AADCR3029GXM001.

(Bearing Division)

CIN No: U27109MH2006PTC161325

Primary place of Business - Rothe Erde India Pvt. Ltd.

Address - Gat No.429, Village#Wadivarhe ,Post-Gonde, Taluka # Igatpuri, Dist :- Nashik # 422 403 , Maharashtra, India.

Type of service provided - Manufacturer of Bearings with HSN 84821090

17 **Environment Management Related Instructions:** As per the requirement of ISO 14001:2004 (EMS) Standard the Contractor is required to follow the below mentioned Instructions –

- a) Contractor shall abide by statutory rules & regulations as required by environment management system from time to time & include maintaining high standard of housekeeping at respective work areas.
 - b) Contractor shall ensure that packing material used will be Eco-Friendly, Bio-Degradable Recyclable.
 - c) Whenever Contractor / their representative / their nominated transporter is visiting REIPL premise the Contractor shall ensure that the vehicle has valid PUC Certificate and the person driving the vehicle has valid Transporter's Vehicle Driving License. In the absence of these documents the vehicle will not be allowed to enter REIPL premise.
 - d) In case the Contractor uses wood in packing of material then the Contractor shall ensure that the wood is procured by them against valid legal documents (TP) in compliance with Indian Forest Act, 1927. It is your sole responsibility to comply with all the legal requirements and follow the guide lines issued by Indian Forest Department from time to time.
- 18 REIPL shall impart awareness training on EMS, OHSAS in their premise if you demand.
- 19 **Indemnity:** In case Contractor contravene any provisions of law, and on account thereof REIPL suffer any damage or loss or harm due to any Contractor's acts of commission or omission, Contractor shall be bound to indemnify REIPL. Contractor shall also be responsible for the discharge of all legal liabilities towards REIPL and also for observing of laws and government rules and regulations relating to labour laws.
- 20 **Confidentiality:** Contractor shall not disclose to anyone regarding the information, details, formulae, any documents that may come to their knowledge whilst undertaking the operation and maintenance activities referred to above relating to REIPL, which may adversely affect REIPL interest.
- 21 **Arbitration:** In case of any disputes or differences arising under this work order, the same shall be mutually discussed and settled between the parties, failing which it shall be referred to arbitration of a sole arbitrator under the provisions of arbitration and conciliation act, the venue of the arbitration shall be Nashik.
- 22 You shall submit the detailed corrective & preventive action report on any quality issue, detailed corrective and preventive action report feedback on less Vendor Rating within 10 calendar days to the buyer.
- 23 You shall pro-actively seek our feedback for your performance on a quarterly basis and you shall pro-actively take an improvement target of minimum 10% on previous year's performance.
- 24 With respect to statutory & Regulatory norms , your transporter should carry the valid documents such as Registration Certificate, Road permit, Insurance Cover, Transporter's Vehicle Driving License, PUC, Term Card, vehicle age etc
- 25 You / Your transporter shall comply with all the legal obligations as specified under Motor Vehicles Act
- 26 You shall always comply to all the guidelines and requirements of e-way bills.

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Chairman: Mr. Winfried Schulte CEO: Mr. Manish Aggarwal
CIN No: U27109MH2006PTC161325
Bankers: Deutsche Bank AG, Mumbai; HSBC, Mumbai; HDFC Bank, Nashik. Income Tax Pan No.: AADCR 3029 G