

**M/s DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LTD.  
(DFPCL/ Company) Registered Office: Opp. Golf Course, Shastri Nagar,  
Yerawada, Pune – 411006**

**Works at: PLOT K1, MIDC INDUSTRIAL AREA , TALOJA DIST : RAIGAD.**

**RATE CONTRACT FOR SHIFTING OF "OFF SPEC" ANP MATERIALS FROM  
NP SILO AND NP BAGGING PLANT & OTHER AREAS AND CHARGING INTO  
RECOVERY VESSEL IN ANP PLANT.**

**Tender Ref.:** DFPCL RATE CONTRACT FOR SHIFTING OF "OFF SPEC" ANP  
MATERIALS FROM NP SILO AND NP BAGGING PLANT & OTHER AREAS AND  
CHARGING INTO RECOVERY VESSEL IN ANP PLANT/2013-14 **Date:**  
**10.01.2014.**

The bids are invited in two sealed envelopes specified against each as detailed here under. Each sealed envelope & outer sealed big cover shall be super scribed with Tender Reference Number, Name of Work & content in it.

#### **Stage I Bidding**

Sealed Envelop –I: General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work

Sealed Envelop – II – Earnest Money Deposit (What about EMD money)

#### **Stage II Bidding**

You will submit the price bid online through the platform provided by M/s E-procurement Technologies Ltd latest by

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents (Stage I) signing on each page & every component & send the documents through hand delivery **latest by 21.01.2014**

The Stage I Bid documents shall be opened on 21.01.2014

All the above documents should be handed over to Mr Rajesh M Shankaratti (Sr. Manager Purchase) Ph : 022-67684116 representative of DFPCL.

#### **E reverse Auction:**

After submission of Stage I bid documents and online price bid E reverse auction will be conducted. The E reverse auction will be governed by the Business Rules for Reverse Auction as per enclosed pages in Stage I bidding.

Technically acceptable contractors against this tender shall be enlisted in our pre-qualified list of Contractors for SHIFTING OF "OFF SPEC" ANP MATERIALS

FROM NP SILO AND NP BAGGING PLANT & OTHER AREAS AND CHARGING INTO RECOVERY VESSEL IN ANP PLANT. Contract would be finalized by Online reverse auction Procedure.

The Tenderers who do not fulfill all or any of the conditions laid down in the tender document are liable to be ignored at the sole discretion of DFPCL. DFPCL also reserves the right to reject any/all the offers without assigning any reason thereof.

In case of any Technical queries you may contact our Job Controller Shri . V K Kardekar/ S Bhatt Telephone No.: 022-67684276/022-67684274. For commercial queries you may contact Mr Rajesh Shankaratti Tel No 022 67684116.

Thanking you,

Yours faithfully,

For & on behalf of

Deepak Fertilisers And Petrochemicals Corporation Limited

S.Kartik  
Associate Vice President (Commercial)

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## **ANNEXURE I**

### **1.0 GENERAL TERMS AND CONDITIONS:-**

1. Earnest Money Deposit of Rs. 25000/- in the form of Bank demand draft will have to be submitted in favour of Deepak Fertilisers And Petrochemicals Corporation Ltd after pre-qualification but before Reverse Auction. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidences for the following :
  - 1] Registration/ incorporation certificate as Proprietary/partnership firm/private ltd or Public ltd Company.
  - 2] Registration certificate with PF organization for allotment of PF code number.
  - 3] Registration certificate with Central Excise Dept. for allotment of services tax number.
  - 4] Allotment letter under ESIC Act
  - 5] Registration certificate under Maharashtra Labor Welfare Board.
  - 6] Registration certificate for professional Tax.
  - 7] Registration certificate under Maharashtra Labor Welfare Board.
  - 8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
  - 9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
  - 10] ISO Certification holder: Name of certification: -----Validity : -----  
-- (Attested Copy to be enclosed)
  - 11] Organization Chart : Executive ----- , Technical Staff-----  
(Attested Copy to be Enclosed giving the details)
  - 12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)

13] Audited annual Turn over: for last three Financial Years.

14] List of similar jobs carried out in other company.

15] Client List:

Special Note: The contractors who are registered with DFPCL need not submit the documents mentioned above.

4. DFPCL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.

5. Late tender will not be accepted / received.

6. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiting of EMD

7. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender as the case may be.

8. The bidders are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.

9. If the Tenderers give wrong information deliberately to create conditions for acceptance of the tender, the DFPCL reserves the right to reject such tenders without assigning any reason.

10. Not more than one tender will be submitted by one Tenderer for the same work.

## **2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER :**

(i) The Tenderers are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender.

(ii) Tenderers shall quote the tender in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the tenderer. Tenders should be signed by person/s that are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.

(iii) Tender format should contain columns for amount in Rupees (if any),

(iv) The Tenderers shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the tenderers, who resort to canvassing, will be rejected outright.

(v) The work may be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of DFPCL Management.

(vi) Submission of a tender will be conclusive evidence to the fact that the tenderer has fully satisfied himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract,, local precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.

(vii) It will be obligatory on the part of tenderer to sign the documents for all the component part on each and every page.

### **3.0 AMENDMENT TO NIT (Notice Inviting Tendor)**

At any time prior to the deadline for submission of bids, DFPCL or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

#### **4.0 SUBMISSION OF TENDERS:**

The Bidder shall bear all costs associated with the preparation and submission of Bid and neither the company nor its nominee nor its consultants will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Any clarification required by prospective bidder shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

#### **5.0 EARNEST MONEY DEOSIT (EMD)**

The amount of earnest Money shall be deposited in the form of draft. The EMD should be in the name of M/s. Deepak Fertilisers And Petrochemicals Corpn. Ltd. The EMD will be forfeited in the event of the Contractor failing to commence the work within a 30 days period. The Earnest money deposited [E.M.D.] by the successful Tenderer's shall be Returned to the bidder after the commencement of the work and receipt of bank guarantee towards security deposit. The tenders without E.M.D. shall be liable for rejection. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent/Work Order, the amount of Earnest Money is liable to be forfeited. Earnest Money Deposit will not carry interest. E.M.D. of the unsuccessful participated bidders will be refunded with-in one month.

#### **6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:**

DFPCL reserves the right to accept at their sole discretion any tender in whole or part or split the work among two or more Contractors or reject any or all Bids without assigning any reason thereof. No claim for compensation etc. whatsoever will be entertained by DFPCL. If a Contractor whose past performance has not been found satisfactory in the opinion of DFPCL, then DFPCL reserves the right to refuse the tender documents or reject the tender

while opening or evaluating the tenders. The decision of DFPCL regarding performance evaluation shall be final & binding on the Contractors.

## **7.0 VALIDITY OF BIDS:**

Bids shall be valid for at least 120 days after the date of price bid opening prescribed by the DFPCL. A bid valid for a shorter period may be rejected at the discretion of DFPCL. In exceptional circumstances, DFPCL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of DFPCL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by DFPCL due to change in specifications / scope or otherwise.

## **8. Procedure for Reverse Auctioning**

**8.1 [a] Reverse Auction:** DFPCL will declare its **Opening Price (OP)**, which shall be displayed to all tenderers during the start of the Reverse Auction. The tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to DFPCL for all the (1) items mentioned in price bid. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.

**[b]** Reverse Auction shall be for a period of 60 minutes or as per DFPCL requirement. If a tenderer places a bid in the last **5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **5 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **5 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **5 minutes** of closing of Reverse



Auction, the auction shall get closed automatically without any extension. **However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

**[c]** After the completion of Reverse Auction, the **Closing / Final Price (CP)** shall be available on auction screen.

**[d]** At the end of the reverse auction, L1 Tenderer (i.e. Tenderer who has quoted lowest final closing price) has to immediately provide price confirmation giving a detailed break up item wise through email or fax on Tenderer's letter-head.

8.2. During Reverse Auction, if no bid is received within the specified time, DFPCL, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope

8.3. Placement of order on the conclusion of Reverse Auction shall be at the discretion of DFPCL. Bids once made by tenderer, cannot be cancelled or withdrawn. If bidder withdraws the bid then the EMD of the bidder will be forfeited.

8.4. It shall be the prerogative of DFPCL to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case DFPCL decides to have more than one supplier.

8.5. The tenderer shall be assigned a **Unique User Name & Password** by DFPCL'S Service provider. The tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from DFPCL Service provider. To ensure confidentiality. All bids made from the Login ID given to tenderer will be deemed to have been made by them.

8.6. The tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:

\_ Leading Bid in the Auction (Current Lowest Rate)

\_ Opening Price & Decrement Value.

9. DFPCL'S decision for award of Contract shall be final and binding on all the Tenderers.

10. DFPCL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

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## **ANNEXURE II**

### *Special Terms and Conditions:-*

#### **1. SAFETY ASPECTS:**

1.01 Contractor to provide safety appliances like dust masks, ear plugs, Full body harness, ladder, safety shoes, helmet, hand gloves, safety goggles, PPE, rain gears, Boiler suit/overall made up from cotton cloths etc. to their personnel working inside the Complex at his cost and should adhere to safety codes as given in General Conditions of the contract.

Penalty for violation of Safety norms: Rs 500 for first instance per person, in multiple for next similar violations.

1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Contractor has to report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty.
2. No young, minor Child and Female labour shall be allowed to enter and work at site of DFPCL.
3. The Contractor shall ensure the safety training of their workman prior to start of the job.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for proper earthing. The same shall be inspected by DFPCL Safety Officer and Electrical department
5. Contractor shall deploy Safety Supervisor for the contracts valuing more than Rs. 1 Crore Per annum.

#### 1.02. Safety Training

1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.

2) Safety training will be given by DFPCL Safety officer to all manpower reported on duty . Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.

- 3) Safety training certificate will be issued to all contractors' workers. Every contractors' workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of DFPCL. The certificate will be valid for a period of six months from date of issue. After the validity, contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

### 1.03. Accidental Reporting

- 1) Safety of the worker/s is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the DFPCL Supervisor and Safety Officer on duty.
- 3) Any **near miss.** minor injury , First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Contractor within 24 hours, with cause of the incident.
- 4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. DFPCL shall not be responsible for the same.

### 1.04 Safety performance

- 1) Every contract shall be vetted for safety performance of previous contract and experience
- 2) Safety training to workers, proactive performance, availability of safety appliances, Attitude towards safety implementation, rewards to the worker/s will be evaluation parameters.

### 2. Labor law and Safety codes:

All the matters concerned with labour management shall be as per the Labor laws. Contractor will obtain labour license/s on arrival at site before commencement of the job. The first RA bill shall be released only on

submission of the copy of labour license duly attested by DFPCL Administration in the prescribed format. If labour license is not applicable, the Contractor shall obtain a confirmation to this effect from DFPCL Administration.

Contractor will comply with all labour and other statutory laws applicable from time to time . All labour laws, such as Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra and Central Rules, Employees State Insurance Act with Rules & Regulations, The Maharashtra Workmen's Minimum House Rent Allowance Act, 1983 with Rules 1990, The Payment of Bonus Act, 1965 with Rules 1975, Factories Act with Mah. Rules, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act, etc. should be adhered to by the contractor and such other rules/ regulations/ laws made applicable from time to time.

The Contractor shall be solely responsible for its employees. And always keep the DFPCL Indemnified from all losses, actions, penalties etc arising out of this Tender/ Contract.

### **2.01 Deployment of Medically Fit Manpower:**

For the due execution of this Contract, the Contractor shall deploy workers/supervisors who are at all times physically and mentally fit and are not disabled/handicapped and do not suffer from any chronic or contagious disease. It shall be the responsibility of the contractor to ensure that its Workers/Supervisors employed are medically fit. The Contractor shall give a written declaration as regards the fitness of the Workers/Supervisors employed at the time of applying for the Gate Pass. If any employee employed by the Contractor becomes or is declared medically unfit after the issuance of the Gate Pass, the DFPCL shall revoke the Gate Pass.

Failure to comply with this stipulation shall entail penalty as may be decided by the management apart from refusing entry to such Workers/Supervisors of the contractor. The decision of the DFPCL's Medical Officer in this regard shall be final.

### **2.02 MEDICAL EXAMINATION:**

Contractor should ensure that all its Workers/Supervisors deployed at DFPCL sites undergo pre employment fitness examination. The form No.33 (

Prescribed under Rule 68T & 102) should be filled up for all its Workers/Supervisors deployed and should be submitted by Him/her to user department .

Contract Workers/Supervisors completing 12 months shall undergo annual medical examination. Such examination must include the following tests:-

- 1) Complete Physical Examination.
- 2) X-Ray chest PA view (Once in Pre-employment then once every three years)
- 3) Complete haemogram (T&D, Hb at minimum)
- 4) One urine examination using .Multistix.

All entries pertaining to the periodical examination must be made and maintained in form 32 (Bounded register) prescribed under Rule 68 T & 102.

Form No.32 must be maintained in bounded register & should be submitted to the OCCUPATIONAL HEALTH CENTER for records annually.

### **2.03 UNIFORM:**

The contractor staff shall wear uniform, Boiler suite, Rainy wear (During monsoon ) while working inside plant premises. They shall also wear badge/name plate while they are working at site. All labour laws/ regulations shall be strictly followed by contractor as per central/state govt. directives. Before executing the contract agreement, Contractor will ensure with DFPCL P&A dept. that they are maintaining necessary records as required under labour laws.

### **(A) Documents required at the time of issuance of gate passes :**

Whenever the Contractor applies for gate passes to his worker/s to enter into DFPCL premises, they have to apply on his letter head (Format with HR Department) along-with following documents. The application should be recommended by authorised User Dept.

1. Copy of Work Order issued by DFPCL
2. Copy of Temporary or Regular ESIC Card of each worker (under ESIC Act) **or** Employees Compensation Policy (If contract worker drawing wages more than Rs.15000/-, required authentic proof i.e. appointment letter or last month payslip) or Group Personal Accident Policy along-with

list of employees who is covered under the said GPA. The nature of work in the policy should be the same as provided in the work order.

3. In case more than 19 persons are to be engaged, contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of Allotment letter under ESIC Act.
5. Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.
6. Copy of nomination form in respect of workers/ supervisors to be engaged.
7. Copy of Registration certificate under Maharashtra Labor Welfare Board.
8. Copy of Registration certificate for professional Tax.
9. Copy of Register of workmen employed by contractor (Form XIII) – Rule 74
10. Copy of Employment Card (Form XIV) - Rule 76
11. Copy of Application for employment, appointment letter issued by contractor to his workers.
12. Copy of Insurance coverage act covering DFPCL, as work place, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by DFPCL.
13. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers of DFPCL.

8) If the job is subcontracted then no objection certificate from Contract Cell, DFPCL regarding subcontracting the work, work order issued to subcontractor by the main contractor and all the documents mentioned at Sr. No.1 to 13 are also required in respect of the subcontractor.

**(B) Procedure to be followed by the contractors during the work period.** Documents / Registers / Challans to be maintaining & photo copies of the same should be submitted to HR Department for verification on monthly basis on or before 28th of every month.

1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the workers.

2) Monthly wage to all contract labours as per their actual attendance to be paid on or before 7<sup>th</sup> Day of every month in presence of authorized person from DFPCL. Wage slip will be issued to all Contract Labours while disbursement of wages.

3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15<sup>th</sup> Day of the month and receipt of the same to be submitted with DFPCL.

4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21<sup>st</sup> day of the month and receipt of the same to be submitted with DFPCL.

5) Labour Welfare Fund is required to be deducted in respect of all the contract labours and deposited with concern authorities for the wages of June & December of every year within stipulated time and receipt of the same to be submitted with DFPCL.

6) Professional Tax is required to be deducted in respect of all the contract labours and deposited with concern authorities as per act and receipt of the same to be submitted with DFPCL.

7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:

1. Wage Register in form XVII. (under the C.L Act)

2. Muster Roll in Form XVI (under the C.L Act)

3. Register of deductions (under the C.L Act)

4. Register of Overtime (under the C.L Act)

5. Register of Fines (under the C.L Act)

6. Register of advances (under the C.L Act)

7. Bonus Register in Form C (under the Payment of Bonus Act)

8. Leave register in form 20 (under the Factories Act)

8) Copy of all the work orders (first two pages only -applicable only if not submitted earlier) for which clearance certificate is sought for.

9) Copy of Monthly Wage Register.



- 10) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.
- 11) Site wise breakup of PF: If contractor is working for various other companies then the site wise breakup of Monthly PF challan/returns.
- 12) Copy of Labour License (if not submitted earlier).
- 13) In case work period is February/March, then the receipted copy of Annual PF return for that year is required.
- 14) Inspection report of PF and Labour authority.

Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. DFPCL has right to hold the bill for any particular month if the Contractor has not complied with the mandatory statutory compliances.

**(D) Housekeeping:-**

Contractor shall do housekeeping and shall remove all unwanted materials from the work site immediately after completion of work. Housekeeping shall also be done in between the work to keep the work area clean & tidy. 25% of bill value will be deducted if housekeeping is not done properly.

**(E) ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

The Contractor shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of DFPCL. Any breach of this condition shall entitle DFPCL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to DFPCL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Contractor shall not establish any contractual relationship between the sub-contractor and DFPCL and shall not release the Contractor of any responsibility under the Contract.

**(F) CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC.-**

The Contractor shall be liable to pay all the taxes payable as per the statute made applicable from time to time by the concerned authority. DFPCL shall not be responsible for the same.

**(G) INDEMNITY**

Without prejudice to any other provisions in these conditions, the Contractor shall be bound to keep DFPCL or any representative or employee of DFPCL fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law.

The Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Contractor and if, DFPCL has to take-over the liability, DFPCL shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by DFPCL to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to DFPCL

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**Scope of Work:-**

RATE CONTRACT FOR SHIFTING OF "OFF SPEC" ANP MATERIALS FROM NP SILO AND NP BAGGING PLANT & OTHER AREAS AND CHARGING INTO RECOVERY VESSEL IN ANP PLANT.

NOTE:-

- 1) Estimated Quantity of this order is 6000 M.T. However, you will be paid at actual quantities as certified by our Job Co-ordinator.
- 2) The services need to be provided on all days of month. You will not be paid any extra charges for providing services on Sunday /Public Holidays declared by DFPCL.
- 3) Penalty for unsatisfactory services will be applicable at discretion of our Job Co-ordinator.
- 4) All other terms and Conditions as per AGREEMENT With you.

**DFPCL'S SCOPE OF SUPPLY:-**

1. Water and Electricity free of charge.
2. All required tools and tackles on returnable basis.

**CONTRACTOR'S SCOPE OF SUPPLY:-**

1. Collection of ANP off spec material from the plant /bagging go down / Silo
2. Filling the off spec material in the bags. Segregation of un recoverable material form recoverable material
3. Shift the unrecoverable material as per instruction of shift in charge to designated location
4. Loading into the pay loader /forklift
5. Unloading the off spec material near the ANP recovery area
6. Charging the off spec material into the recovery vessel as per instruction of the job co ordinator/section operator
7. Cleaning of the recovery tank as when required /instructed by shift in charge
8. The payment shall be done on per ton basis.

9. The estimation of tonnage will be done on average wt of the bags charged on periodical basis

Required services to be provided as per the instructions of Job-Co-ordinator.

1. To & fro transportation for the above.
2. Any other item required for satisfactory completion of the job.

**VALIDITY:-**

This Contract will be valid for a period of THREE YEARS from the date of receipt of PO/ Work order/ email confirmation.

However, DFPCL reserves the right to terminate the contract forthwith in case of unsatisfactory services or breach of contract terms on Tenderers part.

## **COMMERCIAL TERMS AND CONDITIONS :-**

1. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.

2 Payment Terms: Monthly one R.A (Running Bill) Bill within 15 days which is to be certified by our job coordinator.

3 The payment will be made through RTGS. Kindly provide your bankers details for the same along with your offer.

4 The quantity mentioned in the enquiry document is Approximate and may vary. However the contractor will be paid as per the actual execution of the job which is to be certified by our job coordinator.

5 Validity of the contract: 3 Year from the date of receipt of PO. The contract may be extended by another 6 months with the same rates if the quantities are not fully utilized. Even after extension of the contract if the quantities are still not fully utilized then the contract will be terminated by DFPCL.

6 Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications

7 Security Deposit : 10% of basic order value will be retained by DFPCL or equal amount of Bank Guarantee will be submitted by the contractor valid till the completion of the contract and certified by our technical team.

### **8. FORCE MAJEURE CONDITION:**

The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act , Accident , Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

### **9) Jurisdiction:**

The Court at Panvel, India only shall have Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender order.

10) Arbitration:

All disputes or differences whatsoever arising, between the parties out of or relating to the supply or effect of this order or the breach thereof shall be referred to Sole Arbitration to be nominated by DFPCL in accordance with Arbitration and Conciliation Act, 1996. The award passed in pursuance thereof shall be binding on the parties. Arbitration sitting shall be in a place as chosen by arbitrator and the proceedings shall be conducted in English.

11) Termination: Order can be terminated by DFPCL without giving any notice in case of Contractor is not adhering to specifications/ delivery schedules/ quality plan.

If DFPCL commits breach of any of the terms of this Agreement and fails to rectify the same within 30 days of receipt of intimation of breach from the Contractor, Contractor shall be entitled to terminate the agreement with immediate effect without any financial liability on their side.

12) Job Controller – Mr. V K Kardekar of DFPCL shall be the job controller or any other person appointed by the Company from time to time.

13) The rates quoted by the suppliers shall remain firm till the completion of contract period and also during extended period if any. No escalation on any other ground shall be allowed.

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(On Contractor's letterhead)

**DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF B.G. / S.D.**

1) Whether your Firm/Company is blacklisted by DFPCL or any other Public Sector / Govt. / Quasi-Govt Organisation / any other client : **Yes / No**. If yes please mention details.

2) Whether your Contract was terminated before expiry of Contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client : **Yes / No**. If yes please mention details.

3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust : **Yes / No**. If yes please mention details.

(Signature of the Contractor & Seal)

(On Contractor's letterhead)

**INFRASTRUCTURE / RESOURCES :**

1. Total number of resources employed : \_\_\_\_\_
2. No. of branch offices : \_\_\_\_\_ (details of address, Telephone No., Fax No. etc.)
3. No. of FMS Contracts engaged in Mumbai with Avg value of Contract:

(Signature of the Contractor & Seal)



(On Contractor's letterhead)

**GENERAL INFORMATION :**

1. Name & address of the Tenderers Firm / Company :

\_\_\_\_\_

2. Office Telephone No. : \_\_\_\_\_

3. Office Fax No. : \_\_\_\_\_

4. Year of Establishment : \_\_\_\_\_

5. Constitution of the Firm : Proprietorship/Partnership/Pvt.Ltd./ Pub  
Ltd.Co./Co-operative .

6. Name, Address of Partner / Directors : \_\_\_\_\_

7. Name of contact person : \_\_\_\_\_

8. Telephone no. of contact person: Office \_\_\_\_\_

Residence \_\_\_\_\_

Mobile \_\_\_\_\_

9. Name & Designation of Authorised Signatory :

\_\_\_\_\_

10. Details of sister concerns

a) Name & Address:

b) Activities engaged in by Sister Concern:

c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of  
Sister concerns.

(Signature of the Contractor & Seal)