

M/s DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LTD. (DFPCL/ Company) Registered Office: Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra, India

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

NOTICE INVITING TECHNICAL TENDER

Ref. No.:DFPCL/Enq-Bustpt/02/201-22

Date: 09.05.2021

Subject: Notice Inviting Technical Tenders (NITT) for providing Buses as per annexure -I followed by Online Auction.

Sealed tenders are invited for providing buses on hire for commuting of employees from various routes in two part system consisting of -

- a. Technical bid
- b. Online Auction

Details of Routes are as per attached **Annexure-I**. Technically acceptable transporters against this tender shall be enlisted in our pre-qualified list of transporters for commuting employees from various routes and contract would be finalized by Online auction procedure.

Pre-qualification form, eligibility criteria and the tender documents for this purpose are enclosed herewith. (Ref. **Annexure A**)

The Technical tenders, alongwith completed filled, signed & stamped **Annexure B**, superscribing "**Tender For Hiring of Buses**" should reach our Taloja office on or before 27.05.2021 by 15:30 **hours**. Technically qualified parties shall participate in Online auction, subject to payment of EMD of Rs. 3,00,000/- (Rupees Three Lacs) and submission of declaration as enclosed.

E. Auction:

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

Technically acceptable Tenderers against the tender can only participate in further process.

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.

Thanking you,

Yours faithfully,

For

Deepak Fertilisers and Petrochemicals Corpn. Ltd

(.....)

Srikanta Behera

GM (Commercial)

DEEPAK FERTILISERS & PETROCHEMICALS CORPORATION LIMITED (DFPCL/ Company) Registered Office: Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra, India

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

Tender No: DFPCL/Enq-Bustpt/01/2021-22

Date: 09.05.2021.

Technical Tender For providing Buses As Per Annexure-I

1. **Closing date & time** : 27.05.2021 at 15:30 Hours

2. **Tenders to be submitted to** : GM (Commercial)
Deepak Fertilisers And
Petrochemicals Corpn. Limited.

3. **Place of receipt and opening of bids:** Plot K-1 MIDC Taloja Industrial Area, Taloja, District Raigad

Bids received after the closing date and time will not be considered. DFPCL will, in no way be responsible for the bids/offers received late for whatsoever reasons.

However, in case of any help / clarification regarding this tender document, you may contact any one of the following officials:

Name- Nilesh Lute Designation- Sr. Manager - Purchase Contact No.- 022-50684117 Email – nilesh.lute@dfpcl.com	Name – Ravindra Bhat Designation– DGM (Security & Tpt.) Contact No.- 022-50684061 Email- Ravindra.bhati@dfpcl.com
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4. Scope of Work:

- 4.1 Technical Tenders are invited from parties of repute for providing Ready Built **buses** on hire as per Annexure -I , with driver & cleaner for round the clock duty without any Holiday as per schedule specified by Job Coordinator, at DFPCL Taloja (Dist Raigad – Maharashtra.) for a period of 3 (three) years extendable for one year on same rates, terms and conditions at the discretion of the Management on production of certification of roadworthiness of the vehicles by RTO.
- 4.2 The transporter(s) **will be required to supply Brand new road-worthy buses having safety norms prescribed under R.T.O, Motor Vehicles Act and/or any other law/regulations for the time being in force for transportation of the employees/passengers.** The requirement of buses will be regular. Overlap period of 3 months for deputing brand-new vehicles will be provided to vendor(s). Vendor(s) have to quote as per Price Sheet in Annexure " I " .
- 4.3 Assignment of this contract to any third party or replacement of vehicles from third party is strictly prohibited and considered as breach of contract & may lead to imposition of penalty and /or termination of contract. Tenderer/Contractor may use the buses registered on the name of third party, however the tenderer/contractor will be Completely responsible for the same.
- 4.4 All the buses should have good quality cushion seats providing comfortable space between each other.
- 4.5 No diversions of bus route is permitted during contract period except with written instruction from Job Coordinator or any blockage of routes by local authority/ authorities or due to road/ bridge construction work in progress.

- 4.6 Buses should adhere to the time schedule prescribed by DFPCL job Co - coordinator. Any delay in reporting late at starting point will be viewed seriously and subsequently penalized. Repeated offences may amount to termination of contract.
- 4.7 In case, any of the bus taken for maintenance, prior intimation to be given to Job coordinator indicating type of work, time taken (if long time, number of days bus not available) and place of workshop. A written permission for the same will be obtained from concerned department with replacement of bus during the said period. The Tenderer for such limited period will be providing separate bus, with same sitting capacity. If the maintenance work takes more than approved days, then Job-Coordinator shall have right to terminate the contract or penalize the contractor/ tenderer.
- 4.8 The rates quoted shall be firm during the entire period of the contract and no escalation, whatsoever, on any account would be considered except on account of increase/decrease in the prices of diesel as per Clause No.1.5 of General terms & conditions.
- 4.9 No Parking charges will be provided extra.

5. Duration & validity of contract :

- 5.1 The period of contract shall be Three years from the date of commencement of contract.

The period of contract may be extended for one (01) year at same rate and terms & conditions which is at discretion of DFPCL management. However, the company may terminate the contract earlier without any notice if in the opinion of the company the performance of the transporter is not satisfactory.

- 5.2 Either party will have the right to terminate the contract by giving Three months notice without assigning any reason.
- 5.3 Any increase in statutory expenditure such as service tax, toll charges shall be reimbursed at actual on submission of document and acknowledged by the Job-Coordinator.

- 6. Commencement of work:** The transporter(s) shall commence its work within one month from the date of issue of LOI/Contract.

7. Volume of work: The buses will be used for commuting employees of DFPCL for all the shifts as well as general shift as per **Annexure -I.**

8. Payment Mode:

Payment shall be released by RTGS or NEFT (Electronic Fund Transfer on chargeable basis) with nominal charges per transaction. The transporters shall provide the requisite details of their Bank, Account No., Branch code, Acceptance for release of payment by RTGS or NEFT, by DFPCL.

9. Conditional Offer: Conditional offers will not be accepted under any circumstances and will be straightly rejected

10. Eligibility Criteria: -

- (a) Contractors should have performed similar kind of job previously at least for a period of 3 years. Documents viz. Work Orders, **annual turnover**, contracts, appreciation documents in support of the same shall be attached.
- (b) Contractors should have minimum 05 owned vehicles (either 49 seaters or 27seater or 31seater or 17seater). Certified documents in proof of the same should be attached.
- (c) The transporter(s) shall have minimum solvency of Rs. 20,00,000/- (Rupees Twenty Lacs only) and should produce latest certificate issued by Nationalized/Scheduled Bank except Rural/Co-operative Bank, which needs to be enclosed.
- (d) Certificate of Service tax registration should be attached.
- (e) Certificate of P.F registration for their employees should be attached.
- (f) Copy of PAN under Income Tax Act in the name of the Contractor should be attached.
- (g) Transporters if black listed by DFPCL / Other Public Sector Undertakings / Co-operative Sector **OR** Transporters de-listed by the above-referred Organizations in the last two years shall not be

considered. **(Tenderer has to submit an undertaking as per Annexure "B")**

- (h) Only one Company out of Sister concerns under the same management / group/ proprietor/ partners or having any other common criteria shall be considered for pre-qualification. **(Tenderer has to submit an undertaking as per annexure "B") Documentary evidence in support of above to be submitted.**
 - (i) The Transporter employees i.e. drivers should have valid license issued by the Regional Transport Office under the Motor Vehicle Act.
 - (j) The Contractor should have valid insurance covering the employees of the Contractor and the Company employees.
 - (k) Transporter(s) shall also furnish details as per **Annexure-A**, along with supporting documents.
11. Technically acceptable Contractors/ transporters against this tender shall also be enlisted in our pre-qualified list of transporters for transporting. Pre-qualification will be valid for a period of three years, which will be at the sole discretion of DFPCL. Pre-qualification is no guarantee for award of contract. Contract will be awarded to the transporters based on the result of the online reverse auction and shall be final.
 12. Tenderer must satisfy himself completely regarding the terms & conditions, scope of work and working conditions of this tender and get clarification, if any, before submitting the tender.
 13. Contractor/ Transport shall not refuse to provide any other information, clarifications or documents, if required by DFPCL during currency of the contract.
 14. Tenderers are advised to read carefully our enclosed terms and conditions before filing up their rates.
 15. **Contractor is advised to submit all the relevant documents pertaining to the busses and drivers at least one week prior to the commencement of first trip and 01st of every Month for monthly inspection by the Job co Ordinator.**

GENERAL TERMS & CONDITIONS FOR COMMUTING EMPLOYEES OF DFPCL

1.1 SUBMISSION OF TENDERS:

1. No oral, telephonic, telex, fax email or telegraphic tenders or modification thereof will be entertained.
2. For submission of tenders, this tender consists of:
 - a) Technical bid
 - b) Commercial bid

The Technical tenders, along with completed filled, signed & stamped Annexure-A & B superscribing "**Tender For Hiring of Buses for Commuting Employees Round The Clock** " should reach our Taloja office on or before **27.05.2021** before **15:30 hours**.

Envelope: To be superscribed "**Tender For Hiring of buses for commuting employees round the clock**"

- a) Signed copies of complete tender documents. Each copy of these documents should be signed by transporters in token of acceptance of our terms and conditions.
- b) Duly completed and signed Annexure-'A' & 'B', along with supportive documents.
- (c) The acceptable and eligible transporter would be informed and allowed to participate in the online reverse auction by virtue of fulfillment of the online auction requirements.

1.2 DECLARATION OF TRANSPORTERS RELATIONS WITH DFPCL

EMPLOYEES: Should a Tenderer/ Transporters have a relation or in the case of a firm, one or more of its partners have a relation or relations employed in DFPCL or in case of company any of its official or relations employed in DFPCL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which DFPCL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of DFPCL is/are employed, with the transporter(s), name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of DFPCL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL from time to time.

- 1.3 DFPCL reserves the right to accept at its sole and unfettered discretion any of the tenders or part thereof or to reject any or all of the tenders or split and award work between more than one Tenderer/ Transporter without assigning any reasons whatsoever.
- 1.4 The Tenderer/ transporter(s) shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the "NITT".

1.5 Escalation/De-escalation of rates:

Escalation/de-escalation of rates shall be applicable based on variation in diesel price effected by the Govt. The reference diesel rate shall be diesel price prevailing in Taloja on the last date of Submission of the Bid. Increase or decrease in the price of diesel will be adjusted on the basis of one litre equal to 04 kms for 49 Seater bus and 06 – Kms for 17,27/31 Seater bus.

The escalation/de-escalation per KM will be calculated as under:

Increase / Decrease in per ltr diesel cost X Distance in KM per route as per Annexure-I

4 kms for 49 Seater (bus) or 6 kms for 17, 27/31 Seater (bus)

Escalation/de-escalation shall be calculated once in a month with effect from 1st day of month following the fuel price changes.

No escalation / de-escalation adjustments will be considered for lubricants or other fuel, it shall be limited to diesel price only.

The difference payable or recoverable on account of increase / decrease of Diesel prices shall be allowed on "**To and Fro**" distance from Starting point to Taloja Unit, as applicable to each route as specified in "Annexure – I".

- 1.6 The rates quoted by the transporters shall remain firm (except escalation/de-escalation on account of diesel prices as above) till the completion of job/contract period and also during the extended period, if any. No escalation on any other ground shall be allowed.

2.0 DFPCL not responsible for transporter(s) employees: -

The transporter(s) may employ such employees as he may think fit, and the employees so employed shall be the employees of the transporter(s) for all purpose whatsoever and shall not be deemed to be in the employment of DFPCL for any purpose whatsoever. The transporter(s) shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever DFPCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the transporter(s) in abiding by rules, laws and regulations or held liable or responsible to the employees of the transporter(s) in respect of any matter whatsoever, DFPCL shall be reimbursed by the transporter(s) for the same as also any other expenses or costs incurred by DFPCL on any proceedings or litigations as a result of any claim, demand or act on the part of transporter(s), DFPCL shall be entitled to claim damages or compensation from the transporter(s) in that event. The DFPCL reserve its right to deduct the above stated claims/ expenses etc from the dues of the transporter(s) whether under this contract or any other contract or otherwise recover the same from transporter(s).

The transporter(s) is liable to take all precautions in respect of his Buses, men and materials as per safety code. In case of any injury or casualty of transporter's driver, cleaner/employees during working hours or outside, the transporter(s) shall be solely responsible and to pay all the compensation/ex-gratia/aid/ insurance from his pocket. DFPCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the transporter(s) or his driver/cleaner/employees. The transporter(s) shall be liable to DFPCL for any act of commission or omission on his part or on the part of his employees i.e. driver/cleaner/ thereby causing any loss, damage or inconvenience to DFPCL. Transporter shall deploy only such buses which have valid insurance, permits and with such driver(s) with valid driving license.

2.01 **Transporter(s) to indemnify DFPCL:**

The transporter(s) shall indemnify DFPCL and every officer and employee of DFPCL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against DFPCL for or in respect of, arising out of any failure by the transporter in the performance of his obligations under the contract documents.

2.02 **Payments of claims and demands:**

Should DFPCL have to pay any money in respect of such claims or demands the aforesaid amount so paid and the cost incurred by DFPCL shall be deducted from the transporter's bill or recovered otherwise and transporter shall not be at liberty to dispute or question the right of the DFPCL to make such payments notwithstanding the same may have been made without its consent or authority or in law or otherwise to the contrary

2.03 A transporter(s) at his own risk and cost will make good, any damage or loss caused to plant equipment etc during execution of this contract. In this regard decision of officer in charge is final and binding to the transporter.

2.04 **Insurance of Vehicles:-**

The transporter(s) shall at its own expense carry and maintain insurance as per Employees State Insurance Act, 1948 (upto date) when applicable for its employees and shall indemnify and hold harmless DFPCL from all liabilities whatsoever on this account.

The Transporter(s) shall arrange for Public Liability Insurance, Insurance cover for vehicles and employees of DFPCL. The Transporter(s) shall have a valid Comprehensive Insurance Policy from a reputed Insurance Company for each vehicle deployed to cover all the risks including damage to Public / DFPCL property. The Transporter(s) shall furnish the said Insurance Policy as and when demanded by DFPCL.

2.05 **Dispute not to hold up work/ transportation:**

The successful transporters shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non fulfillment of any reciprocal promise. Unilateral stoppage of work by the transporter shall be considered as a breach of contract and DFPCL reserves the right to take such action as it may deem fit keeping its interest as paramount.

2.06 **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

If at any time after acceptance of the tender, DFPCL decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works/ services to be carried out by the transporter, DFPCL shall give notice in writing to the effect to the transporter and the transporter shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

2.07 The time allowed for execution of the work as specified in work order/ letter of acceptance (LOI) of DFPCL or the extended time in accordance with these condition(s) shall be essence of the contract. The date of the commencement of work shall be reckoned on the date on which the LOI/WORK ORDER is issued or written order to commence the work, whichever is earlier. If the transporter commits default in commencing the execution of the work as aforesaid, DFPCL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/initial security deposit absolutely beside other remedies of engaging other contractor at the cost of the transporter.

3.0 Transporter's obligations:

- 3.1 The transporter(s) shall on instruction of the job coordinator immediately remove from the work any person engaged/ employed thereon who may misbehave or cause any nuisance or otherwise in the opinion of the officer in charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior permission of officer in charge in writing.
- 3.2 The successful transporters shall afford all reasonable facilities and cooperation to various other agencies and transporters for services not included in the contract, who maybe working on the site simultaneously so that the entire work can be proceeded smoothly and simultaneously to a successful completion. The transporters must take all the aforesaid factors into consideration while quoting the rates for tender and no extra charge will be allowed on any grounds arising out of or relating to the aforesaid factors.
- 3.3 The transport(s) will provide within 1 weeks time additional buses if instructed by the job-coordinator on the same terms and conditions.

3.03 **MEDICAL TREATMENT IN CASE OF ACCIDENT.**

It shall be the responsibility of the transporter to give medical treatment to his injured staff/workman/employee, who has met with an accident arising out of and during the course of employment, in case, the transporter fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the transporter's bill or from other dues of the transporter, if any or otherwise recover the same from transporter.

3.04 As a safeguard against the entry of bad elements into the DFPCL premises, the transporter should get the antecedents of his representative/driver/cleaner staff/employees/labour verified by him before employing them.

3.05 The transporter(s) shall indemnify DFPCL against any loss/injury while performing duty whether in station or out of station.

3.06 The transporter(s) shall comply with all central, State laws for the time-being in force and which may come in force from time to time.

3.07 Any act on part of the transporter(s) or his employees which will be prejudice to the reputation of DFPCL, shall constitute grave breach of condition of the contract and shall render the contract liable for termination within 48 hours notice. In such event, the security deposit held by DFPCL shall be forfeited without prejudice to any other remedy to which DFPCL may be entitled.

3.08 The transporter(s) 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 DFPCL's written permission. Any breach of this condition shall entitle the DFPCL to terminate the contract under clause 10 of these conditions and the transporters/transporter shall also be liable for payment to DFPCL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted sub letting of service by the transporter(s) shall not absolve the transporter(s) of any responsibility under the contract. In the event, sufficient dues are not available to reimburse DFPCL for the expenditure incurred by it for the above, the transporter shall reimburse DFPCL for the same or the difference will be recovered from the pending bills of the Tenderers/ Transporters/Contractor and/or will be recovered from security deposit/ performance bank guarantee.

3.09 The transporter(s) should ensure that his representative/ driver, cleaner and labour employed by him is confined to the specified area of work for which the contract has been awarded, it is also the

responsibility of the transporter(s) to ensure that he labour so employed by him does not got to the other areas of the plants etc. The bus drivers shall not infringe any of the structure inside DFPCL factory area and park the bus at such specified areas notified by DFPCL.

3.10 Entry gate passes: The transporter(s) shall make necessary arrangements for getting the entry/exit of his employees and bus inside/outside the factory/ plant area as per procedure laid down by DFPCL from time to time.

4.00 SPECIAL TERMS AND CONDITIONS AND SCOPE OF WORK.

4.1 The bus drivers must have valid license with them. Drivers should be trained for emergency conditions & procedures. The drivers and cleaners must keep their Identity Cards with them and show the same on demand to Security or any Authorized Officer of DFPCL at DFPCL factory or otherwise.

4.2 The Transporter(s) shall ensure that the buses provided for commuting employees shall fulfill all the conditions, including mentioned below as a safety measure:-

- i) Buses are free from any physical/technical defects and foreign material.
- ii) Buses should be branded and latest model.
- iii) All Buses should be provided with "DFPCL "Board with night vision.
- iv) ISI approved 10 Kg DCP Fire extinguisher should be made available in each bus.
- v) Emergency contact No. of DFPCL as well as of the transporter should be written /mention in sides all the buses.
- vi) Transporters shall be liable for any fines, penalties imposed by Govt. Authorities.
- vii) Transporters shall obtain third party/ comprehensive insurance coverage against passenger risk.
- viii) Transporter to comply with all statutory obligations for carriage of passengers.
- ix) Each bus must accompany with trained cleaner/ assistant.
- x) The duties & responsibilities of driver and cleaners will be finalized during the contract finalization stage by the job coordinator and same shall be binding on them.
- xi) The vehicle Tyres conditions must be always good. All the lights and signal must be in good working condition during the contract period.

4.3 **COMPLIANCE OF VARIOUS LAWS, RULES AND REGULATIONS:-**

The transporter(s) shall be governed by the labour laws, if applicable, and all Motor Vehicle Laws & Acts prevailing in the States & Centre and abide by them as well as ensure compliance. The transporter shall be required to obtain permission from Municipal, Civil, Police and relevant authorities, if required by law, rules and regulations. He shall also pay all taxes, terminals, entry tax, fees and dues/charges of whatsoever which may be liable on account of any of his operations in executing the works/jobs under this contract. DFPCCL shall not pay anything extra on this account.

4.4 The transporter(s) shall comply with all statutory obligations including the above and covered under Motor Vehicle Act & its subsequent amendments in force by the Central Govt. /State Govt. or its authority or being enforced during the contract period without any extra charge. All instructions of the States, Central Government and its authorities including pertaining to pay load, route permits, road taxes, entry tax, terminal, Octroi fee or any other liability enroute/on road shall be strictly followed by the transporter(s) or owner of buses or their drivers on behalf of the transporter(s) without any extra charges.

4.5 The representative of the transporter(s) shall ensure right placement of the buses on the starting point and at factory and vice-versa.

4.6 It is the sole responsibility of the transporter(s) to ensure safe movement after boarding of employees end route.

5.02 PENALTY:

(a) In case the vehicle is not made available on any day due to non-availability of driver/diesel/break down or for any other reason whatsoever, penalty equal to single trip amount plus penalty up to Rs 2,000/- shall be applicable per incidence for non availability of bus/breakdown and alternate vehicle will be arranged at party's risk and cost.

(b) If company emergency vehicle is used for pick-up or drop, amount of Rs 1000 per vehicle will be deducted in addition to penalty mentioned in clause (a).

(c) In case, the bus is not reporting at starting point and trip is cancelled or failure of trip due to any reason attributed to transporter. in such case if any penalty is to be levied the same will be after discussion with contractor and will not exceed double

- of the trip amount. This penalty is in addition to charges mentioned in clause (a) above.
- (d) In case employees use their own arrangement to attend the duty after trip failure, additional expenses born by company will be recovered from transporter by Finance department. This is in addition to penalty mentioned in clause (a)
 - (e) If cleaner is not available on any of the buses for more than one day per month, penalty of Rs. 200/- for each day will be imposed. In case, the cleaner is not available on any of the bus more than 05 days in a month then it will be considered as breach of contract and decision of job coordinator will be acceptable to the transporter.
 - (f) All the buses should be maintained as per ISO Standard, such as First Aid box, PUC Certificate, Fire Extinguisher, safety belt, light at foot step, display of "DEEPAK" board with night vision, clean seats, spare wheel with jack & other tools, emergency contact numbers of our company as well as of the transporter should be written in sides of all the buses. A clock should be placed in each bus facing the passenger compartment. In absence of any one of above requirements/ un-serviceability, a sum of Rs. 500/- per day will be imposed as penalty.
 - (g) Buses should start from starting point as per company given schedule time in all shifts and general shift. In case, the delay is more than five (05) minutes, Rs. 500/- will be imposed as penalty and Rs. 1000/- for ten minutes delay and so on till half an hour. Delay more than half an hour, then trip will be considered as cancelled. In addition to this, actual overtime created by late arrival of buses at company main gate, will also be deducted from the monthly bills of the transporter.
 - (h) Any other penalty will be imposed for the lapses on the part of transporter on the discretion of Officer in Charge.

6.0 SECURITY DEPOSIT

In the event of contract, the transporter shall be required to submit security deposit of 10% of yearly contract value for the faithful execution of contract, within 10 days of issue of LOI/PO. The security deposit can be furnished by way of a Bank Guarantee from any nationalized or scheduled Bank excluding Rural and Cooperative Banks. The Bank Guarantee must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting Bank Guarantee. Transporter has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be forfeited in case of failure terms & conditions.

No interest shall be payable on Security Deposit.

7.0 PAYMENT TERMS

The payment shall be released to the transporter(s) within 30 days from the date of invoice. The bills are to be submitted on monthly basis.

8.00 FORCE MAJEURE:

Neither transporter(s) nor DFPCL shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war, hostilities, revolutions, epidemics, rebellion, mutiny, civil commotion, fire riots, earthquake, drought, floods, civil commotion, strike, act of God or due to any restraint or regulations of the State or Central Govt. or a local authority/authorities provided a notice of such occurrence is given to other transporter(s) in writing within ten days of the occurrence of force majeure conditions, furnishing therewith a documentary evidence supporting the invoking of force majeure clause. On cessation of force majeure, the transporter(s) invoking force majeure conditions shall also give documentary evidence thereof to this effect i.e cause of force majeure and for the duration of force majeure. In case of force majeure lasting continuously for a period of two months, both the parties should consult each other regarding the future execution of the contract. No other cause shall be considered to be the cause of force majeure.

9.00 TERMINATION OF CONTRACT IN FULL OR PART:

A) If the transporter(s):

- i) fails to undertake the job after acceptance of this tender and award of work by DFPCL or
- ii) at any time makes default in proceeding with the work in full or in part with due diligence and continue to do so after a notice in writing of 14 days from DFPCL or
- iii) become bankrupt or insolvent or
- iv) make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or

- v) being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or being individual becomes insolvent or
 - vi) have an execution/ attachment levied on his vehicles or property on the works or
 - vii) assign, transfer, sublets the contract or any part thereof, otherwise, then if any, as provided in the contract or
 - viii) unilateral stoppage of work or
 - ix) abandon the contract or
 - x) persistently disregard the instructions of DFPCL or
 - xi) fail to adhere to the agreed program of work or
 - xii) contravenes any provision of contract or
 - xiii) shall obtain a contract with DFPCL as a result offering tendering or other non-bona fide methods of competitive tendering or
- B) Without prejudice to any other remedy, DFPCL reserves its right to adopt any or several of the following courses: -
- i) Award parallel contract and/or
 - ii) To recover from transporter any loss incurred by DFPCL when the transporter unable to execute the contract and/or
 - iii) Terminate the contract and/or
 - iv) Forfeit the earnest money, security deposit and/or
 - v) To get the execution of contract for the remaining period at the risk and cost of the transporter(s) and/or
 - vi) Delist /blacklist the transporter

10.00 ARBITRATION

All disputes or differences whatsoever arising, between the parties out 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.

11.00 JURISDICTION

In the event any matter concerning the implementation, interpretation or rights and liabilities, determination, the Courts at Panvel/ Pune shall have exclusive Jurisdiction to try or entertain the same.

12.00 – JOB COORDINATOR

Security deptt of DFPCL shall be appointing the job coordinator.

ALL THE TERMS AND CONDITIONS OF TECHNICAL TENDER DOCUMENT ARE ACCEPTED.

Dated :

Place :

ANNEXURE -A

**INFORMATION
QUALIFICATION**

REGARDING

TECHNICAL

(To Be Filled and Submitted by the Transporter)

1. Name of Transporter (M/s.) -

2. Address of Regd. Office -

(With documentary evidence)
3. Name of Contact Person
With address -

4. Telephone Number (s) -

5. Fax Number (s) -

6. E-Mail -

- 7.* Details of Firm
 - a) Date of Establishment -

 - b) Registration No -

 - c) Valid upto -

- 8.* Type of Firm -

Whether Proprietorship/
Partnership/Public Limited/

Private Limited

9.* Name & Address of _____

Proprietor/Partner/Director

Tel. No. & Fax No., Office

10.* Central Sales Tax No & date

11.* VAT / State sales Tax No & date

12.* PAN No.,

13.* Certified copy of Service Tax
Registration No. Issued by Excise,

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14*Copy of Balance Sheet for Last 3 Years or Acknowledged copy of I.T.
Returns :

2017 – 18 To be Attached
2018 – 19 To be Attached
2019 – 20..... To be Attached

15.*Original Copy of Solvency Certificate To be Attached

16.Details of Bank Account :

Account Number
Name & Branch Code
RTGS/ NEFT/ IFSC Code

17.* Details of Past Experience/contracts executed to various companies in
last three years.

S.No.	Name of the Organization	PO No & Period	Value of Order Executed (Rs.)	Quantity transported [MT]
1.				
2.				
3.				
4.				
5.				

(Please attach separate sheet for additional information)

Copy of Purchase Order or Performance Certificate issued by the Organizations served / being served in support of above to be enclosed.

18.* Details of buses owned by the transporter or attached with the company.

S. N.	Regn. No. & Copy of RC Book	Own /Attached Relationship	License No. for Transport by Expl. Dept	Valid upto	Capacity
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

19. Have the Firm ever been De-listed/Blacklisted by any PSU/Co-operative/reputed Private Sector Organization: - YES / NO

(Undertaking to be given as per Annexure "B")

20. Any Relationship with DFPCCL Employee – YES
/ NO

(Undertaking to be given as per clause No. 1.2)

21. If any other sister concern has applied for this tender YES
/ NO

22. Any other relevant information:

Date: _____

**Signature with Seal
(Proprietor/Partner/Managing**

Director/Director)

*** Documentary Proof to be enclosed.**

NOTE:- Furnishing of False/Incomplete Information with the application would lead to Rejection of application.

ANNEXURE -B (On letter head)

UNDERTAKING

I, S/o Sh., aged years, working as Proprietor / Partner / Director / Authorised Signatory on behalf of M/s, having registered office at hereby solemnly affirm and declare as under:

- (a) That no other Firm / Sister concern/ Associate belonging to the same group is participating / submitting this tender.
- (b) That the bidder, their associate, sister concern etc. have not been blacklisted / de-listed or put on holiday by any Institutional Agency/ Govt. Deptt./ Public Sector Undertaking in the last two years.

In case any information or fact is found untrue or false, I may be disqualified/debarred from all future dealings with DFPCL.

Dated:

(Signature of Authorised Representative)

Place :

(Seal of the Firm)

Annexure – I

PLANT K-1 SCOPE OF WORK

Required Bus route/seating capacity			
Bus Route	KM	Seating Capacity	Total KM/Months
New Panvel Gen and 3 shift	17	49	4556
Old Panvel Gen shift	16	49	704
Old Panvel Gen(Kamothe Gen)	15	49	660
New Panvel 3 Shift	17	17	3060
Kalyan / Dombivali 3 shift	31	31	5580
Kalyan Gen shift (Gen)	31	40	1364
Dadar Gen shift	48	49	2112
Dadar 3 shift	48	27	8640
Chirner 3 shift	36	27	6480
Thane Gen shift(Gen)	30	49	1320
Thane 3 shift	30	17	5400
Extra KM **			180
TOTAL KM/MONTHS			40056

** Dropping and picking the employees from NPK Bagging & Coil fired boiler area up to Main gate = 180Kms per Months extra. (Quote only for 27-seater capacity of Bus)

BUS ROUTES -K1

Dadar Gen :- Dadar T.T. – Plaza – Matunga Circle – Sion Hospital- Kurla Signal – Amar Mahal- Cheda Nagar – Shivaji Nagar – Mankhurd – Vashi Goan – Vashi Highway – Sanpada Station – Jui Nagar- Nerul LP – Uran Phata – CBD Belapur- Kharghar – Kopara – DFPCL (Taloja)

Dadar Shift:- Dadar T.T. – Plaza – Dadar T.T.- Maheshwari Udhan- Sion Hospital – Kurla Signal- Amar Mahal – Shivaji Nagar – Mankhurd – Vashi Guest House – Sanpada Station – Juinagar Station – Nerul LP – Uran Phata – CBD Belapur- Kharghar – Kopara Goan – Roadpali – DFPCL (Taloja)

Kalyan Gen :- Vithalwadi Station- Chaki Naka – Suchak Naka – Tata Power- VICCO Naka – Gharda Circle- Tilak Chowk- Dombivli Station – Gaondevi – ICKON Hospital – Jakat Naka – Sonar Pada- Manpada – Katai Naka – Khoni Phata – DFPCL (Taloja)

Klayan Shift :- Vithalwadi Station- Chaki Naka – Suchak Naka- TATA Power – MIDC – Gharda Circle- Phadke Road – Pandurang Vadi – Premire Factory – Katai Naka – Khoni Phata – DFPCL (Taloja)

Thane Gen :- CIDCO Thane Station – Kalwa Bridge – Mumbra Station – Mumbra Flyover – Klayan Phata – Rohinjan – Navada Phata- DFPCL (Taloja)

Thane Shift :- CIDCO Thane Station – Kalwa Bridge – Mumbra Station- Kausa – Klayan Phata- Dahisar Mori – Rohinjan – Navada Phata- DFPCL (Taloja)

Old Panvel Gen :- Shivaji Chowk- Panvel Station Stand- Garden Hotel- Khanda Colony Signal Right Turn- National CO-Operative Bank Khanda – Ganesh Sweets – Under Khanda Flyover – Harimahar Society – Tembode – Valap- Pale – DFPCL

Kamothe Gen :- 1. Central Bank Of India – Gokul Diary- Manmohan Sweets – Kamothe Police Chowki -Kalamboli Circle- Kalamboli Fire Station- Ambedkar Vanchanallya- St Thomas Church- D mart- Navde Phata- DFPCL

2. Axis Bank/ Police Station(Kamothe)- Aishwarya Hotel- Tulsi Heights- JNPT Road - Kalamboli Circle- Kalamboli Fire Station- Ambedkar Vanchanallya- St Thomas Church- D mart- Navde Phata- DFPCL

New Panvel Gen :- Dmart – Shabari Hotel- HDFC Circle- Shreyas Hospital- Abhudaya Bank – Deepak Colony- Kali Mandir- Terna Circle- Adai Talab- Sai Clinic- DFPCL(Taloja)

New Panvel Shift :- Dmart - Shabari Hotel- HDFC Circle- Shiva Complex- Terna Circle – Kali Mandir- Deepak Colony- Abhudaya Bank- Shreyas Hospital – HDFC Circle- ST Stand- Amar Dham- Khanda Signal- Asudgaon Bus Depot- Klamboli Highway- Klamboli Fire Station- BEST Bus Depot- Roadpali – Navade – DFPCL(Taloja)

Chirner Shift :- Chirner High School- Veshvi – Chirale- Dastan Phata- Jasai- Gawan Phata – Owale – Pargaon – Old Panvel (Shivaji Chowk) – Panvel ST Stand – New Panvel Bridge – Tembode Village – Valavli Village – Pale Budrak Village- DFPCL (Taloja)

PLANT K-8 & JNPT SCOPE OF WORK.

Required Bus route/seating capacity			
Bus Route	KM /day	Seating Capacity	Total KM/Months
Kalyan Khadak Pada – via Dombivali 3 shift for all days	240	31	7200
Kamothe via Panvel-village area – 3 shift for all days	120	50	3600
JNPT – 3 SHIFT for all days + 26 days of GENERAL Shift.	300	21	9000

(3 SHIFT + GEN SHIFT) 3 shifts for 30 days & Gen shift for 26 days

BUS NO 1 –Starting from Kalyan Khadak Pada – Dombivali Railway Station (East) – Gharda Circle- Suchak Nana- Premier Colony- Katai Naka – Khoni Phata- Factory- Bus Capacity -31 Seater.

Bus NO 2 Starting from Kamothe sec no 7 – Khanda Colony Signal-Simran Motors- Panvel ST Stand-HDFC Circle- Village area -Factory. Bus Capacity -50 Seater

BUS NO-3 (3 SHIFT + GEN) Starting from Hotel Pallavi -Kalamboli D Mart- Fire Brigade - Khanda Colony Signal—Panvel ST Stand -Pargaon- Jasai-Dastan Phata-JNPT Terminal
Bus Capacity- 21 Seater