



M/s DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LTD. (DFPCL Company)

Registered Office: Hira, Survey No: 93, Mundhwa, Pune – 411036, Maharashtra

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

TENDER FOR BATTERY OPERATED FORKLIFTS ON CONTRACT AT DFPCL WORKS (K1 PLANT) AT MIDC, TALOJA.

Tender Ref. DFPCL-PBB-001 Date - 25/11/2025

Technical bids are invited in Sealed Envelope with EMD. The sealed envelope shall be super scribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Prathmesh Badgujar, Deepak Fertilisers And Petrochemicals Corporation Ltd. at Plot K – 1 MIDC Industrial Area, Talaja, 410 208, Dist: RAIGAD

Stage I Bidding

Sealed Envelope: General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work (Excluding Price Bid).

Exceptions and deviations, which Bidder may desire to stipulate. (Bidders are advised to submit the Tender strictly on the conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then they may be stipulated. The Company/ DFPCL reserves the right to reject such deviations or evaluate the Bidders containing deviations having financial implication, by adding the cost for such deviations as may be determined by the Company/ DFPCL).

Stage II Bidding

Bidders will submit the price bid online through the platform provided by Ivalua, service provider for online platform to DFPCL.

Submission & opening of the Bid: The Bidders shall submit the duly filled bid along with all the documents (Stage I), signed on each page & every component by the authorized signatory & shall send the documents in designated tender box provided in Purchase Department latest by 09-12-2025

Mr. Prathmesh Badgujar (Manager Purchase Corp-sourcing) Mob. No.: 8983370803 will be the representative of DFPCL in case of any query.

E reverse Auction:

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

Technically acceptable Bidders will only participate in further process.



DEEPAK FERTILISERS
AND PETROCHEMICALS
CORPORATION LIMITED

The Bidders 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 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 Devendra Kadam- Mo. No. 9819131844 & Tel.No.: 022-67684378. For commercial queries, you may contact Mr. Prathmesh Badgujar Mo No 8983370803

Thanking you,

Yours faithfully,

For & on behalf of

Deepak Fertilisers And Petrochemicals Corporation Limited

Srungavarapu Srinivas Rao
Sr. General Manager (Commercial)



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ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS: -

1. Earnest Money Deposit (EMD) of Rs. 1,00,000/- in the form of Bank demand draft will have to be submitted in favor of Deepak Fertilisers And Petrochemicals Corporation Ltd. along with tender document. Tenders received without EMD will be disqualified. The Earnest Money Deposit will not carry any interest.

2. All pages of the tender form and questionnaire must be signed and sealed by Bidders.

3. Bidders have to submit details along with documentary evidences for the following:

1. Registration 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 Department 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 Department for allotment of permanent income tax code number.
9. Bidders 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 Turnover: for last three Financial Years.
14. List of similar jobs carried out in other companies.
15. Client List:
16. Need to submit appointment letter issued to workers

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 of the tenders at its sole discretion without assigning any reason.

5. Late tender will not be accepted.

6. Canvassing, in any way, with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiture 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 the scheduled day 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. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.

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

10. More than one tender should not be submitted by one Bidder for the same work.

11. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

(i) The Bidders are advised to visit the site of work to acquaint themselves with 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. . If the Tenderer does not visit the site it is presumed that he has knowledge of the site. No excuse will be entertained by the Company that tenderer has not visited the site before quoting the tender.

(ii) Bidders 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 Bidder. Tenders should be signed by person(s) who are legally authorized to sign on behalf of the person or firm or company tendering and in case of a firm / company, tender should bear its seal or stamp.

(iii) Tender format should contain column for amount in Rupees (if any).

(iv) The Bidders 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 Bidders, who resort to canvassing, will be outrightly rejected.

(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 Bidder 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 Bidder to sign the documents for all the component parts on each and every page.
- (viii) The successful Bidder shall be required to execute formal agreement with DFPCL within thirty days of the issue of the offer and shall start contract on scheduled date as specified in the offer.
- (ix) The Bidder shall make payment of wages as per prescribed under the law to its employees deputed under this contract latest by 10th of each month and provide copy of the same to DFPCL.
- (x) The Bidder shall raise bills on fifth day of each month for the services rendered in the previous month as per relevant statutory requirements.
- (xi) The Bidder must go through the relevant Annexures on Statutory Rules which are mandatory on them to be followed regularly.

3.0 AMENDMENT TO NIT (Notice Inviting Tender)

At any time prior to the deadline for submission of bids, DFPCL or its nominee or its consultants may for any reason, whether on its own 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 for 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 DEPOSIT (EMD)

The amount of Earnest Money Deposit shall be deposited in the form of draft. The EMD should be in the name of M/s. Deepak Fertilisers And Petrochemicals Corp. 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 Deposit, EMD, by the successful Bidder(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. EMD of the unsuccessful participated bidders will be refunded within 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 60 days from 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 to change in specifications / scope or otherwise.

8.0 Procedure for Reverse Auctioning

8.1 [a] Reverse Auction: DFPCL will declare its **Opening Price (OP)**, which shall be displayed to all Bidders during the start of the Reverse Auction. The Bidder will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price by DFPCL all the 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 Bidder places a bid in the last **3 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **3 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 **3 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **3 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, Bidders 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.

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

8.6. The Bidder 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.
- _ DFPCL may conduct High Value Negotiation based on management decision

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

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

11.0 If Company's job-controller observes non-compliance by the Contractor in complying with provisions of labour statutes and specific Acts relevant to the Contract, Company shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the Company is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor whether under this Contract or otherwise.

The following prequalification criteria to be submitted along with stage 1 Tender document.

- [a] Annual Turnover of minimum Rs 50 Lacs including group companies.
- [b] Compliances of statutory requirement like registration under ESIC act, PF act and statutory compliance to operate in India.
- [c] Similar work completed during last five years and details of similar ongoing works.
- [d] List of clients of the company/Firms with work order copy.
- [e] Details of manpower owned technical, and staff submitted along with the tender.
- [f] Forklift Makes are permitted to quote :
 1. Linde
 2. Voltas
 3. Toyota
 4. Jungheinrich
 5. Hyundai

The Bidder must provide the supporting documents for above mentioned prequalification criteria.

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 the 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 and Minor Child 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 assignment/ job with the help of DFPCL Supervisor and Safety Officer.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB 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.
6. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
7. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
8. Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.
9. No person shall work under the control of liquor, chewing of tobacco or smoking is strictly prohibited on site.
10. Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
11. Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
12. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.

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 contractor's 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 must 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 workers is essence of the contract.
- 2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the DFPCL's Supervisor and Safety Officer on duty.
- 3) Any near miss, minor injury, First Aid or major injury shall be reported to Occupational Health Center (OHC) & Safety Officer in writing by the Contractor within 4 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 prevailing 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 Maharashtra Rules, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Maharashtra Labor Welfare Act, etc. and such other acts which are in force or which may come in force during the subsisting of the contract, should be adhered to by the Bidder/ 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 government directives. Before executing the contract agreement, Contractor will ensure with DFPCL P&A department, that they are maintaining necessary records as required under labour laws.

Penalty for violation for not wearing uniform/Boiler suit/Rainy Wear: Rs 500 for first instance per person, in multiple for next similar violations.

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

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

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 pay slip) or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.
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 Registration certificate under Maharashtra Labor Welfare Board.
7. Copy of Registration certificate for professional Tax.
8. Copy of Register of workmen employed by contractor (Form XIII) – Rule 74
9. Copy of Employment Card (Form XIV) - Rule 76
10. Copy of Application for employment, appointment letter issued by contractor to his workers.
11. Copy of Insurance coverage 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.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. If the job is sub-contracted 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 12 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 government 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 7th 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 15th 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 21st 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)
 9. As per the Labour Code, contractors must issue formal appointment letters to their workers and need to submit the copy to DFPCL.
10. Other Terms & conditions of HR compliances.
 - a) Weekly Working Hours: No adult worker shall be required or allowed to work in a factory for more than forty-eight hours in any week.
 - b) Intervals for Rest: The periods of work for adult workers each day must be structured such that no period exceeds five hours. Workers must be given an interval for rest of at least half an hour after working for a maximum of five hours.
 - c) Overtime Limits: The total number of hours of overtime work shall not exceed fifty hours in any one quarter.
 - d) Spread Over: The total span of an adult worker's workday, including intervals for rest, should not exceed ten and a half hours. However, the Chief Inspector may extend this limit to twelve hours for specified reasons.
 - e) Extra Wages for Overtime: workers who work more than nine hours in a day or more than forty-eight hours in a week are entitled to overtime wages at twice their ordinary rate of wages. For this purpose, the "ordinary rate of wages" includes basic wages plus allowances.

- f) National & Festival Holidays: According to the principles of natural justice, if a benefit is provided to permanent employees for national or festival holidays, it should also be extended to contract employees. If a contractor is required to work on a declared holiday, they should be compensated at double the rate, i.e., one day's net salary and one day's gross wages. 8 National holidays are to be paid.

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

12) Copy of Monthly Wage Register.

13) Copy of monthly PF challan along with receipted copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.

14) Site wise breakup of PF: If contractor is working for various other companies then the site wise breakup of Monthly PF challan/returns.

15) Copy of Labour License (if not submitted earlier).

16) In case work period is February/March, then the receipted copy of Annual PF return for that year is required.

17) Inspection report of PF and Labour authority.

(C) 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.

(D) 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.

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

The Contractor shall be liable to pay all the taxes payable as per the prevailing laws made applicable or might come in force from time to time by the concerned authority. DFPCL shall not be responsible for the same.

(F) 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.

(G) Dispute not to hold up works:

The successful Tenderer(s) 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 Tenderer shall be considered as a breach of contract and STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

(H) CONFIDENTIALITY:

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority, only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

(I) RELATIONSHIP -

Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

(J) WAIVER -

The failure of either party to enforce at any time any of the provisions of this agreement shall not be considered to be a waiver of the right of such a party thereafter to enforce each and every provision.

(K) ENTIRE AGREEMENT -

This Terms of tender and Agreement thereto supersedes all oral and written representations and agreements between the parties, including, but not limited to any earlier agreement relating to the subject matter thereof and/or any other agreement between the parties in relation to the subject matter thereof.

(L) Personal Data Privacy –

Both parties undertake to process personal data provided by the other party in a manner consistent with applicable laws, in particular with the provisions of the Digital Personal Data Protection Act, 2023 & rules made thereunder including the implementation and use of technical and organizational measures to ensure an appropriate level of their security

(M) Declaration by Bidder:

Should a Tenderers/ Contractors have a relation or in the case of a firm, one or more of its partners 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 Tenderers/ Contractors, 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. If the Tenderer/ Supplier fails to inform the same, DFPCL shall at sole discretion may reject the tender or rescind the contract

ANNEXURE -III

SCOPE OF WORK (K1 PLANT)

REQUIREMENT OF BATTERY OPERATED FORKLIFT ON CONTRACT IN OUR NPK/NP and HDAN BAGGING PLANT AT TALOJA WORKS.

VENDOR TO PROVIDE BATTERY OPERATED FORKLIFT TESTED AND CERTIFIED WITH A QUALIFIED OPERATOR AND WITH ALL STATUTORY DOCUMENTS. BATTERY OPERATED FORKLIFT WITH BEEP UPON TRAVEL AND ALARM IS DESIRABLE. ALONG WITH REVERSE HORN, PUC CERTIFICATE. CAPACITY: 5MT- 4 NOS & 3 MT- 1 NO

SCOPE OF WORK:

- 1) The contractor should provide 4 new battery-operated forklifts of min. 5 MT capacity & 1 no. of forklift of minimum capacity 3MT of reputed manufacturer having their sales and services in INDIA. 3MT forklift will be deployed in LDAN Bagging & 4 No of 5MT forklift will be deployed in NP-NPK Bagging area. All Forklifts should not be older than 6 months from the manufacturing/ purchase date.
- 2) All the forklifts in Bagging area should be of low mast boom so that it can go inside a container for loading material in it & should be useful for loading standard trucks also.
- 3) The contractor must provide 5 skilled drivers in each shift for these forklifts on round the clock basis, for 3 shifts of 8 hrs on all the days. (Drivers need to provide one weekly off and should have sufficient Drivers to work as leave reliever.
- 4) The maintenance and repairs of the Forklifts shall be in contractor's scope.
- 5) The sufficient spare batteries will be arranged by party to meet continuous operation.
- 6) The contractor has to ensure availability of the all the five forklifts at all the times. Stand by forklift should be make available by the contractor within 2 hrs in case of breakdown of any machine failing which appropriate deductions shall be made from contractors bill.
- 7) DFPCL will provide charging point for Batteries at suitable location.
- 8) The drivers should have proper & valid driving license. The forklifts should have proper registration, insurance etc as per RTO rules.
- 9) The spares required for maintenance shall be purchased by contractor from authorized dealers only.
- 10) All legal formalities will be taken care by party viz : Insurance / minimum wages act / PF , load test of vehicle, PUC etc.

11) The forklifts are to be operated in godowns. Due care has to be taken by the drivers to ensure that there is no damage to equipment, machinery & material handled due to movement of forklift. Cost of any damage caused by negligence of the driver will be recovered from the contractor. No oil spillage from the machine is permitted inside the godown & if it takes place, machine should be removed from the service & the area shall be cleaned by contractor immediately.

13) All the tools & tackles required for repairing / maintenance of the machines will have to be kept by the contractor.

14) Requirement of Forklift considered for NPK/NP & AN: 365 DAYS/YEAR.

Mandatory Specifications for Forklift:

- Electrical System Capacity: 80V
- Battery Capacity: 700 Ah
- Vehicle Weight: 7 Ton Minimum
- Maximum Mast Height: 4.0 – 4.5 meters
- Weight Load Center: 750 mm – 800 mm
- Forklift Load Center: Minimum 600 mm
- Wheelbase: Minimum 2050 mm
- Tyre Size:
 - Front: SE 355/50-15
 - Rear: SE 23x9-10
- Multifunction Display: IP67 Rated
- Motor & Controller: IP54 Rated
- Electrical Differential Lock: Mandatory
- Automatic Parking Brake: Mandatory
- Emergency Stop: Mandatory
- Safety Border Light: Mandatory

Following are the jobs to be done.

1) The forklift will be required to handle empty pallets, empty bags, loaded pallets from various locations as indicated by job co-coordinator.

2) The forklift will be required to move 1 MT bulk bag also as & when required. This will involve loading of this bag into truck by travelling over a ramp and unloading of the same if required.

3) The forklift will be required to carry empty pallets from godown upto palletizer, retrieve loaded pallets and stack those in godown as indicated by job co-coordinator or his representative or load the same into trucks & retrieve the emptied pallets from trucks and keep it in indicated place for re-use.

4) Moving of empty bags on pallets from empty bagged godown to AN & ANP bagging area.

5) Collect empty pallets from truck loading area or other places & load it on palletizer.

- 6) Shifting of torn / rejected bags from bagging area to designated areas as indicated by job Co-coordinator.
- 7) Due care should be taken by contractor to protect forklift & its batteries during monsoon season for continuing all required outside activities un-interruptedly.
- 8) Other miscellaneous work, as per instruction from job co-coordinator.

NOTES :

- 1) DOCUMENT OF REGISTRATION FOR EACH FORKLIFT TO BE SUBMITTED.
- 2) FORKLIFT TESTING CERTIFICATE TO BE FURNISHED.
- 3) FOR SERVICES NOT REQUIRED FOR MORE THAN 7 DAYS (DUE TO SHUT-DOWN OF PLANTS) DEMOBILISATION OF FORKLIFT WILL BE DONE ON NOTICE OF 01 DAY(BY DFPCL) AND REMOBILISATION WILL BE DONE WITH IN 03 DAYS NOTICE (BY DFPCL).
- 4) DRIVERS WILL BE DEPLOYED WITH VALID LICENCE AND NECESSARY SKILL.

DFPCL 'S SCOPE OF SUPPLY:

- 1) Water & Electricity - free of charge.
- 2) Required space for forklift parking.
- 3) Storage place for keeping tools and spares.

CONTRACTOR'S SCOPE OF SUPPLY:

- 1) Provision of above forklifts with their drivers as per the instructions of our Job Co-coordinator.
- 2) Experience operator with good communications.
- 3) Audible alarm and flashing light on body.
- 4) Beep upon travel.
- 5) Non marking rubber foam filled tires.
- 6) Vehicle to have following mandatory accessories
 - a. **Seat belt**
 - b. **Fire extinguisher**
 - c. **Emergency stop**
 - d. **Load chart and capacity plate**
 - e. **Reverse Horn**
- 7) Operator and his fooding & lodging in vendor scope.
- 8) Toolbox with required tools.
- 9) Required operational spares to be made available at site for maintenance.
- 10) Providing PPE like safety shoes & safety helmets to forklift operators.
- 11) A spare Forklift is to be made available at site to ensure fulfilment of Forklift due to sudden shutdown/Breakdown in the existing working forklifts
- 12) The forklift should be serviced at an authorized service station as per the recommended running hours

13) The contractor must submit the service report after each scheduled maintenance

14) Only OEM (Original Equipment Manufacturer) spare parts should be used to maintain the forklift

JOB CO-ORDINATOR: MR. Devendra Kadam

Forklift Makes are permitted to quote:

6. Linde
7. Voltas
8. Toyota
9. Jungheinrich
10. Hyundai

STATUTORY COMPLIANCE:

You will comply with all statutory regulations like payment as per minimum wages, pf, maintaining requisite records viz. various registers and submitting the same to P&A department every month as well as whenever asked for by DFPC. In case of failure to comply with the regulations, appropriate deductions will be made from monthly bills, in addition to penalty deductions as agreed.

Minimum safety measures to be taken:- as required.

The contract can be terminated by either party with one month's notice. However, we reserve the right to terminate the contract forthwith without any compensation in case of un-satisfactory services or breach of contract terms by the contractor.

INVOICING:

Only one Invoice to be submitted for the services rendered during the previous month to our Job Co-ordinator for his certification and further processing. The invoice should accompany the daily time-sheet for forklift usage, with due certification by Job Co-ordinator.

SAFETY

1. The contractor shall follow safety rules & regulations, safety procedures as per the safety standards and comply with the safety requirements.
2. The contractor is required to deploy forklift operators who are trained and skilled and well familiar with hazards and safety precautions.
3. The site staff and workers of the contractors are required to undergo safety orientation before they are assigned work at site. No person shall be allowed at work site without safety orientation.

4. The contractor shall ensure that any time during the performance of the work his personnel are fit to execute the tasks assigned and are not under the influence of any alcoholic liquor, drug or other intoxicating substances.
5. The contractor shall make himself and all his forklift operators familiar with emergency procedure and response action to respond rightly in the event of any emergency due to fire/gas leak, etc. in the operating plants at site.
6. It is the responsibility of the contractor to ensure good housekeeping at work site. The left over scrap material after repairing of forklifts to be removed immediately from the work place to avoid accident and work area shall be kept tidy.
7. Shift relieving system at work place to be followed. Person should not leave workplace without permission of shift Incharge – Bagging plant.

Schedule of penalties for safety violations

Use of PPE is mandatory and non-compliance shall be viewed seriously. Punitive actions including financial penalty may be imposed for safety violations

1. Type of violation- Employee found without using required safety equipment

First Time-Rs.50/- per employee

Repetitions-Rs.100/- Per employee

Frequent Safety violations-Rs.100/- Per employee + warning letter

2. Type of violation-Carrying out job in an unsafe manner having potential for serious consequences e.g. accident, damage to property electrocution etc.

Penalty -Rs.1000/- OR actual cost of damage

3. Types of violation – Found sleeping on duty.

Penalty of Rs. 500/- per person.

Note :

All Other terms & Conditions will be as per our Agreement with you.



Price Bid Format:-

Sr No	Description	Qty	UOM
1	3 MT Capacity Battery operated forklifts (K1)	3285	PSH

Sr No	Description	Qty	UOM
1	5 MT Capacity Battery operated forklifts (K1)	13140	PSH

ANNEXURE-IV

Commercial Terms and Conditions

1. Mobilization: Within 1 Month from the date of receipt of PO.
2. Payment Terms: 45 Days from date of submission of correct invoice & user approved Service sheet
3. The payment will be made through RTGS. Kindly provide your bankers details for the same along with your offer.
4. Validity of Contract - 3 Years from Date of Mobilization. Further extension of the contract by a suitable period will be at the discretion of DFPCL. During the contract period either party can terminate the contract by given 3 months' notice to the other party. However, in case of unsatisfactory performance or breach of contract terms on part of the Vendor / Contractor, DFPCL reserves the right to terminate the contract forthwith. DFPCL shall also have right to extend the Contract at its own discretion. During the contractual period, the unit rates should remain unchanged throughout the contract term.
5. Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications.
6. PBG / SECURITY DEPOSIT: 10 % of the basic order value will be retained by DFPCL or equal amount of bank guarantee will be submitted by the contractor valid till completion of contract.
7. Penalty Clause:
If any forklift is Breakdown or not available in working condition with operator for more than 4 Hours then Penalty will be applicable as mentioned below as certified by Site Incharge:
A) Rs 25,000/- Per Incident of breakdown (Only two breakdown is allowed per month)
And
B) If Vendor is not able to provide Forklift with operator within 4 Hours of breakdown or more than 2 times breakdown in a month in this case DFPCL have right to make alternate arrangement from other sources and differential amount will be deduct from vendor account only.
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:

Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996 or any enactment or amendment thereof. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

11. Termination: Order can be terminated by DFPCL by giving one month notice in case of Contractor is not adhering to terms of the Tender/ Purchase Order/ Work Order and the 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. Devendra Kadam of DFPCL shall be the job controller.

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.

(On Contractor's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by DFPCCL 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)

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(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)

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(On Contractor's letterhead)

GENERAL INFORMATION:

1. Name & address of the Bidders 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 Authorized 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)