

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

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

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

**TENDER FOR DIESEL OPERATED POCLAIN ON CONTRACT AT DFPCL (K1 PLANT)  
AT MIDC, TALOJA FOR 03 YEARS.**

**Tender Ref. MHE/POCLAIN/01**

**Date: 13/01/2026**

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. Yuvaraj Naik, Deepak Fertilizers and Petrochemicals Corporation Ltd. at Plot K – 1 MIDC Industrial Area, Taloja, 410 208, Dist: RAIGAD

**Stage I Bidding**

- **Sealed Envelope- I:** - Technical Bid- General Terms and Conditions, Commercial Terms and Conditions, Special Conditions and Scope of work (Excluding price Bid)
- **Sealed Envelope- II:** - Earnest Money Deposit (EMD) for Amount Rs.1,00,000 (Rs. One Lac only) per unit & Price Bid (Please be guided with Annexure-I)
- You will submit the closed technical bid in hard copy and in 2 envelop system by hand or through courier to DFPCL latest by 23.01.2026.
- The commercial price bid will be invited from technically qualified bidders.

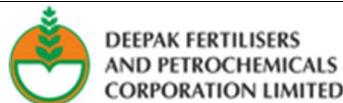
Exceptions and deviations, which bidder may desire to stipulate. (Bidders are advised to submit the Tender strictly on the terms and conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then it 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**

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents (Stage I- Two Envelope system) signing on each page along with requisite document as mentioned in pre-qualification criteria and EMD & every component by the authorized signatory in Purchase Department of the Company latest by 23.01.2026

All the above documents should be hand delivered or Couriered to the following address.

Mr. Yuvaraj Naik (Representative of DFPCL)

**Deepak Fertilisers and Petrochemicals Corporation Ltd**

Unit- Plot K-1, Taloja MIDC Industrial Area,

Raigad, Maharashtra, India-410208

Mob: 7892776483

The Stage I Bid documents shall be opened within a week from the last date of submission tenders.

During Commercial Price Bid (Technically qualified bidders) need to quote for each activity as mentioned in Stage I excel sheet attachment Annexure C. We may reject the tender in case you do not quote for all items. As this is a volume contract, the contract will be awarded to two/three/four agencies. **DFPCL reserves the right to split contracts among many agencies at their sole discretion.**

**E-Auction:**

After submission of Stage I bid documents and close price bid, the E auction will be conducted. The E auction will be governed by the Business Rules for online Auction as per enclosed pages in Stage I bidding. Only Technically acceptable bidders against the tender can only participate in further process. DFPCL's decision on technical evaluation shall be final and no correspondence shall be entertained in this regard. 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 also reserves the right to reject any offers without assigning any reason thereof.

Please note that DFPCL, at management's discretion, reserves the right to opt for high-value negotiations instead of E-auction negotiations.

**In case of any technical queries**, you may contact our Job Controller as below.

For Technical Query:

Mr Jagadish Paravada - Telephone No.: 022-5068 4698

Mr. Ashok Bamgude – Telephone No.: 022 5068 4364

**For commercial queries you may contact**

Mr. Yuvaraj Naik Tel No: - 022 5068 4162

Thanking you,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Limited

Yogesh Bodhe

General Manager (Commercial)



## INDEX

<b>Sr. No.</b>	<b>Annexures</b>	<b>No. of pages</b>
1	General Terms and Conditions	4
2	Special Terms and Conditions	10
3	Scope of work / Price Bid Format	19
4	Commercial Terms and Conditions	23

## 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 evidence 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:

Special Note: The bidders/ 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 bidders at its sole discretion without assigning any reason.
5. Late bids will not be accepted.
6. Canvassing, in any way, with the officials of the Company 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. The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

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

## **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 bidder does not visit the site it is presumed that he has knowledge of the site. No excuse will be entertained by the Company that bidder 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. Tender should be signed by person(s) who are legally authorized to sign on behalf of the person or firm or company bidding and in case of a firm / company, bidder 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 tender 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 Bidders/ Contractors or accepted in part and not 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) 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 DEOSIT (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 Bidder 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 tender 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 participating 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 Bidders/ 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 Bidder/ 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 bidders. The decision of DFPCL regarding performance evaluation shall be final & binding on the Bidders/ 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 unwilling 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 bidding / 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.

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.

#### **9.0. 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

#### **10.0. 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 Bidders/ 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 Bidder/ 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 bidder while opening or evaluating the tender. The decision of DFPCL regarding performance evaluation shall be final & binding on the Bidder/ Contractors.

**11.0** If Company's job-controller observes non-compliance by the Bidder/ 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 Bidder/ 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 Bidder/ Bidder 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 3 Crores** 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 work.
- [d] List of clients of the company/Firms.
- [e] Details of manpower owned technical, and staff submitted along with the tender.

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

## **ANNEXURE-II**

### **SPECIAL TERMS AND CONDITIONS**

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

**1.01** Bidder/ 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.

- ISI mark yellow helmet to be provided of make Udyogi or any standard company.
- ISI marked safety shoes to be provided of make Bata make or any standard company.
- ISI marked antifog goggles to be provided of any standard company.

If any deviation noticed, then the company will provide the helmet and safety shoes and will deduct the landing cost at actual incurred by company. After repetitive incidents of violation of safety PPES by bidder/ bidder, serious penalty amount will be deducted from bidder's invoice as per safety requirement.

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. Bidder 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 Bidder 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. Bidder shall deploy Safety Supervisor for the contracts valuing more than Rs. 1 Crore Per annum.
6. Bidder 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 Bidder.
- 11 Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
- 12 Bidder 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) Bidder 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. Bidder'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 Bidders' workers. Every Bidder'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, Bidder 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 Bidder/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 OHC & Safety Officer in writing by the Bidder 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 Bidder at ESIC recognized hospital/specialized hospital. It is sole responsibility of Bidder 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. Bidder 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 labor license duly attested by DFPCL Administration in the prescribed format. If labor license is not applicable, the Bidder shall obtain a confirmation to this effect from DFPCL Administration.

Bidders will comply with all labour and other statutory laws applicable from time to time. All labour laws, such as Code on Wages 2019, Industrial Relations Code 2020, Social Security Code 2020, and Occupational Safety, Health and Working Conditions (OSHWC) Code 2020 [previously known [previously known 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/ Contactor and such other rules/ regulations/ laws made applicable from time to time.

The Bidder 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 Bidder 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 Bidder to ensure that its Workers/Supervisors employed are medically fit. The Bidder 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 Bidder 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 Bidder. The decision of the DFPCL's Medical Officer in this regard shall be final.

#### **2.02 MEDICAL EXAMINATION:**

Bidder 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 hemogram (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 Bidder 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 Bidder as per central/state government directives. Before executing the contract agreement, Bidder 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 Bidder 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 (Code on Social Security, 2020) 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, Bidder has to apply and obtain Labour License under Occupational Safety, Health and Working Conditions (OSH) Code, 2020 from the State Labour authorities.
4. Copy of Allotment letter under Code on Social Security, 2020
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 Bidder 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 sub Bidder by the main Bidder and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the sub Bidder.

**(B) Procedure to be followed by the Bidders 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 28<sup>th</sup> 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 7<sup>th</sup> day of every month in presence of authorized person from DFPCL. Wage slip will be issued to all Contract Labours while disbursement of wages.
- 3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15<sup>th</sup> day of the month and receipt of the same to be submitted with DFPCL.
- 4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21<sup>st</sup> day of the month and receipt of the same to be submitted with DFPCL.
- 5) Labour Welfare Fund is required to be deducted in respect of all the contract labours and deposited with concern authorities for the wages of June & December of every year within stipulated time and receipt of the same to be submitted with DFPCL.
- 6) Professional Tax is required to be deducted in respect of all the contract labours and deposited with concern authorities as per act and receipt of the same to be submitted with DFPCL.
- 7) Following records under Contract Labour (R&A) Act & other acts will also be verified by Contract Labour Cell:
  1. Wage Register in form XVII. (Under the C.L Act)
  2. Muster Roll in Form XVI (under the C.L Act)
  3. Register of deductions (under the C.L Act)
  4. Register of Overtime (under the C.L Act)
  5. Register of Fines (under the C.L Act)

6. Register of advances (under the C.L Act)
7. Bonus Register in Form C (under the Payment of Bonus Act)
8. Leave register in form 20 (under the Factories Act)
9. As per the Labour Code, Bidders 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 Bidder 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 received copy of monthly PF returns i.e. Form 12A, Form 5 and Form 10.
- 14) Site wise breakup of PF: If Bidder 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 received copy of Annual PF return for that year is required.
- 17) Inspection report of PF and Labour authority.
- 18) Bidder should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. DFPCL has right to hold the bill for any particular month if the Bidder has not complied with the mandatory statutory compliances. The Bidder shall always keep DFPCL indemnified from any risk/ liability/ penalty/ cases arising from non-compliance of the same.

**(C) Housekeeping:-**

Bidder 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 Bidder 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 Bidder 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 Bidder shall not establish any contractual relationship between the sub-Bidder and DFPCL and shall not release the Bidder of any responsibility under the Contract.

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

The Bidder 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 Bidder 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 Bidder 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 Bidder or such representative of the Bidder, 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 Bidder 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 Bidder or from any other amount due and payable by DFPCL to the Bidder 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 bidder(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 bidder 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 the parties during the continuance of this Agreement and 2 (two) year after termination of this Agreement, Bidder 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. Bidder/ Vendor and/or personnel may disclose the information to an employee of Bidder, 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 Bidder and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose. If any unpublished price sensitive information is disclosed by the Company the Bidder and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

**(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 supersede 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 bidders 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 bidders 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 bidder or rescind the contract. If any ex-employee(s) of DFPCL is/ are employed, with the bidders, 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 bid, the said particulars shall also be intimated immediately in writing to DFPCL from time to time. If the bidder/ Supplier fails to inform the same, DFPCL shall at sole discretion may reject the bidder or rescind the contract

(N) The Bidder shall be responsible for ensuring compliance with all Central and State Laws as well as the Rules, Regulations, By-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Bidder shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be livable on account of his operations involved under this Contract.

(O) The Tenderer/ Bidder shall make good at his own cost any damage to the property of the Company or any other body, persons, local authorities etc due to or arising from operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable from the Bank Guarantee or Security Deposit of the Tenderer/ Bidder.

(P) The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

(Q) The Tenderer/ Bidder 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".

\*\*\*\*\*

## **SCOPE OF WORK (K1 PLANT )**

### **REQUIREMENT OF DIESEL OPERATED POCLAINS ON CONTRACT IN OUR NPK PLANT AT TALOJA WORKS.**

#### **SCOPE OF WORK:**

- 1) The contractor should provide 1 no. brand new diesel-operated POCLAIN with operator. All POCLAIN should not be older than 6 months from the manufacturing/ purchase date and 01 No POCLAIN as standby which should not be older than 4 years from the manufacturing/ purchase date. All 02 POCLAIN available at DFPCL site 24X7.
- 2) All the POCLAIN in NPK plant area should be of long mast boom so that it can work with long distance feeding material in it & should be standard size also.
- 3) The contractor has to provide 1 skilled drivers in each shift for these POCLAIN on round the clock basis. For 3 shifts of 8 hrs on all the days.
- 4) The maintenance and repairs of the POCLAIN shall be in contractor's scope from OEM.
- 5) The diesel requirement for POCLAIN will be arranged by vendor / service provider to meet continuous operation.
- 6) Penalty Clause: The bidder must ensure that both, one brand new POCLAIN and one standby POCLAIN (not more than four years old) are always available. If both the new and standby POCLAIN break down, the bidder must provide a replacement POCLAIN with operators within two hours of the breakdown. Additionally, the brand new POCLAIN must be restored to working conditions within 24 hours of the breakdown; otherwise, a penalty will be applied on a per-shift basis as detailed below.
  - A) Rs 10,000/- Per Incident of breakdown (Only 2 breakdowns is allowed per month)  
And
  - B) If service provider / Bidder is not able to provide POCLAIN with operator within 2 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 your account only.
- 7) The drivers should have proper & valid driving license. The POCLAIN should have proper registration, insurance etc as per RTO rules.
- 8) The spares required for maintenance shall be purchased by contractor from authorized dealers only.
- 9) All legalities will be taken care by party viz : Insurance / minimum wages act / PF, load test of vehicle, PUC etc.
- 10) The POCLAIN are to be operated in RMS godowns and plant section and surrounding. 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 POCLAIN. 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 RMS godown and plant section and surrounding, machine should be removed from the service & the area shall be cleaned by contractor immediately.
- 11) All the tools & tackles required for repairing / maintenance of the machines will have to be kept by the contractor.
- 12) Requirement of POCLAIN considered for NPK plant (RMS godown and plant section and surrounding) : 365 DAYS/YEAR.

**Following are the jobs to be done.**

- 1) The POCLAIN will be required to handle heaping of MOP, AS and mixing of MN from various locations as indicated by job co-coordinator.
- 2) The POCLAIN will be required to heaping and Feeding bulk - MOP, AS, Clay and off grade / off-spec material and mixing of micrpnutrients from Vehicle to NPK RMS, NPK plant area. Mixing of All available material (MN and clay).  
Raw material details Material : Muriate of potash (KCl), Filler (Clay), Spillage, Seeds Ammonium sulphate, MN- Zinc sulphate, MgO, Borax and Ferrous sulphate (Fines material) Physical state Crystal/Powder/Granules, Bulk Density, Kg/m<sup>3</sup>-1000-1200 1200-1600 980-1100 980-1100 960-1120  
Material Movement/Day-1300MT (max for one plant and 2600mt for both plants)  
Total material for movement – 1300-1400 MT/Day (Considering 02 grades per month for one plant)  
Total material for movement – 2600-2800 MT/Day (Considering 03 grades per month for two plant)
- 3) Due care should be taken by contractor to protect POCLAIN during monsoon season for continuing all required outside activities un-interruptedly.
- 4) Other miscellaneous work, as per instruction from job co-coordinator.

**NOTES:**

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

**DFPCL 'S SCOPE OF SUPPLY:**

- 1) Required space for POCLAIN parking.
- 2) Storage place for keeping tools and spares.
- 3) Water and Air.

**BIDDER'S SCOPE OF SUPPLY:**

- 1) Provision of above POCLAINs with their drivers as per the instructions of our Job Co-coordinator.
- 2) Tool box with required tools.
- 3) Required spares to be stored.
- 4) Diesel to be refilled as and when required (Diesel in scope of Bidder).
- 5) Providing PPE like safety shoes & safety helmets to POCLAIN operators.

**JOB CO-ORDINATOR:** Mr. Jagadish Paravada and Mr. Ashok Bamgude

### **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 DEPT. EVERY MONTH AS WELL AS WHENEVER ASKED FOR BY DFPCL. 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 Bidder.

### **INVOICING:**

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

### **SAFETY**

1. The Bidder shall follow safety rules & regulations, safety procedures as per the safety standards and comply with the safety requirements.
2. The Bidder is required to deploy POCLAIN operators who are trained and skilled and well familiar with hazards and safety precautions.
3. The site staff and workers of the Bidders 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 Bidder 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 Bidder shall make himself and all his POCLAIN 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 Bidder to ensure good housekeeping at work site. The left over scrap material after repairing of POCLAIN 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 and section officers- NPK 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	Diesel operated Poclains (K1)	72	Month

**Note: Above quantity is mentioned for 2 Poclains for 03 Years ARC which is inclusive of 01 standby Poclain.**

### **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
- 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 /LOI/PO.
- 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 Bidder valid till completion of contract.

#### **7. Penalty Clause:**

Penalty Clause: The bidder must ensure that both, one brand new POCLAIN and one standby POCLAIN (not more than four years old) are always available. If both the new and standby POCLAIN break down, the bidder must provide a replacement POCLAIN with operators within two hours of the breakdown. Additionally, the brand new POCLAIN must be restored to working conditions within 24 hours of the breakdown; otherwise, a penalty will be applied on a per-shift basis as detailed below.

- A) Rs 10,000/- Per Incident of breakdown (Only 2 breakdowns are allowed per month)  
And
- B) If service provider / Bidder is not able to provide POCLAIN with operator within 2 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 your 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, lock-down, pandemic and Acts and Regulations of respective Governments of the two parties sanctions, restrictions. 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. If the force majeure event continues for a longer period, both the parties shall mutually decide on continuation of this agreement.

#### **9. Jurisdiction:**

The Court at Panvel, Maharashtra, 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. Both the parties shall mutually appoint sole arbitrator. 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:** Tender/ Order can be terminated by DFPCL by giving one month notice in case of Bidder 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 Bidder. The Bidder shall be entitled to terminate the agreement with immediate effect without any financial liability on their side.

A. On termination of the contract, the Bidder/ Tenderer will hand over all the equipment's/ furniture/ article etc. supplied by DFPCL (if any) in good working condition back to DFPCL except normal wear and tear.

B. If the successful bidder/ Contractor withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge /Job contract, DFPCL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements. The Bidder shall continue till such time DFPCL finds alternative arrangement.

In case it is found that any information furnished by the Tenderer/ Bidder/ Supplier is false or incorrect, the Company at its sole discretion may terminate the Contract/ Order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/ Bidder/ Supplier.

Any loss incurred by the Company in this respect will be on Suppliers/ bidder's account.

**12. Job Controller –** Mr. Jagadish Paravada and Mr. Ashok Bamgude 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 Bidder's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by DFPCL or any other Public Sector / Govt. / Quasi-Govt Organisation / any other client : **Yes / No.** If yes please mention details.
- 2) Whether your Contract was terminated before expiry of Contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client : **Yes / No.** If yes please mention details.
- 3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust : **Yes / No.** If yes please mention details.

(Signature of the Bidder & Seal)

(On Bidder'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 Bidder & Seal)

(On Bidder'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 Bidder & Seal)