

NOTICE INVITING TENDER (NIT)
Annual Rate Contract (ARC):
Hiring of plant pool vehicle at K8 Plant
of Deepak Fertilisers and Petrochemicals Corporation Ltd.

Registered Office : SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE – 411036,
MAHARASHTRA

Works : **PLOT K8, MIDC INDUSTRIAL AREA,
TALOJA DIST: RAIGAD.**

**TENDER DOCUMENT FOR ANNUAL RATE CONTRACT (ARC): HIRING
EMERGENCY VEHICLE AT K7-K8 PLANT.**

Tender Ref.: DFPCL/DAP/003/2024-2025

Dated: 05.11.2024

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

Stage I Bidding (Technical bidding)

Sealed Envelope –I: Scope of works, General Terms and Conditions duly accepted

Sealed Envelope–II: Earnest Money Deposit

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

The Stage I Bid documents shall be opened in the presence of DFPCL’s authorised representatives.

Stage II Bidding (Commercial bidding)

On evaluation of the technical qualification, the contractor will submit the price bid online through the ‘Pragati Portal/ Ivalua’ platform provided by DFPCL.

Online price bid shall be taken on the date decided by the DFPCL and online reverse auction shall be conducted thereon through ‘Pragati Portal/ Ivalua’. The date and time will be informed through email to the registered email addresses of the prospective pre-qualified bidders.

All the documents as per Stage I bidding should be handed over to Mr. Deepak Pathak (Purchase Dept.) Ph: 022-5068 4121, Mr. Deepak Vichare – DGM Materials, 022 5068 4119.

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E-reverse Auction:

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

Technically qualified and accepted contractors by DFPCL against this tender shall be enlisted in our pre-qualified list of Contractors for Contract worker jobs to be carried out at our K1 plant. The Contract would be finalized by Online reverse auction procedure.

The Tenderer who does 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.

In case of any technical queries, you may contact our Job Controller Lt. Col. Ravindra Bhati (Head-Security) Telephone No.: 022-5068 4061.

For commercial queries, you may contact Mr. Deepak Pathak Tel No 022 5068 4121

Thank you,

Yours faithfully,

For
Deepak Fertilisers and Petrochemicals Corporation Limited

Deepak Vichare
DGM - Materials

ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS: -

1. Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty-five Thousand only) in the form of Bank demand draft drawn in favor of Deepak Fertilizers And Petrochemicals Corporation Ltd, on any nationalized bank or any reputed private banks, like IDBI, Axis Bank, etc. The same should be submitted along with tender documents, draft is enclosed with this tender. The Earnest Money Deposit will not carry any interest.
2. DFPCL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
3. Late tender will not be accepted / received.
4. Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiting of EMD
5. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender.
6. 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.
7. If the Tenderer gives any wrong information deliberately to create conditions for acceptance of the tender, the DFPCL reserves the right to reject such tenders without assigning any reason.
8. Not more than one tender will be submitted by one Tenderer for the same work.

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

- (i) The Tenderers are advised to thoroughly understand the complete scope of work documents, including the Annexures before submitting their bid.
- (ii) Tenderer should quote in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Tenderer. Tenders should be signed by people that are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.
- (iii) Tender format should contain columns for amount in Rupees (if any),
- (iv) The Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing about tenders is strictly prohibited. Tenders submitted by the Tenderers, who resort to canvassing, will be rejected outright.
- (v) Submission of a tender will be conclusive evidence to the fact that the Tenderer has fully satisfied himself to the nature and scope of work to be done, procedures for issue or materials, conditions of contract, local precautions & statutory compliances to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.

- (vi) It will be obligatory on the part of Tenderer to sign the documents for all the component part on each page.
- (vii) No Bidder can bid below the current minimum wages applicable.

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

4.0 SUBMISSION OF TENDERS:

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

5.0 a) FORFEITURE OF EARNEST MONEY DEOSIT (EMD)

The EMD will be forfeited in any of the following cases

- If for any reason the bidder withdraws his bid at any time prior to the online reverse auction.
- If the bidder refuses to participate in the online Reverse Auction after having submitted his bid in response to the online Request for Proposal (RFP)
- If the bidder refuses to commence the work within the stipulated period as per the Letter of Intent (LOI) / Work Order / Purchase Order.

b) REFUND OF EARNEST MONEY DEOSITE (EMD)

- The Earnest money deposited [E.M.D.] by the successful bidder shall be returned to the bidder after the commencement of work as per timelines given by DFPCL and on receipt of irrevocable Bank Guarantee towards security deposit.
- The Earnest money deposited [E.M.D.] by the bidder who has participated in the online reverse auction but was not successful in the final bid shall be returned to the bidder after one month from the date of online reverse auction.

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

8. PROCEDURE FOR REVERSE AUCTIONING:

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

[b] Reverse Auction shall be for a period of 45 minutes or as per DFPCL requirement. If a tenderer 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, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

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

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

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

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conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope.

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

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

8.5. The tenderer shall receive all the information regarding the online bidding and reverse auction on the Registered Email ID of the tenderer. Using the email ID as the user ID, the tenderer should visit the site on 'Pragati' portal, through link provided.

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

- _ Leading Bid in the Auction (Current Lowest Rate)
- _ Opening Price & Decrement Value.

9. DFPCL'S DECISION FOR AWARD OF CONTRACT SHALL BE FINAL AND BINDING ON ALL THE TENDERERS.

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

BUSINESS RULES FOR ONLINE PRICE BIDDING CUM REVERSE AUCTIONS

General Terms and conditions of Online Price Bidding cum Reverse Auction.

For proposed price bidding cum reverse auction, only successful techno commercially bidder shall be eligible to participate.

Business rules like event date, time, bid decrement, extensions, etc. also will be communicated through authorized email ID of DFPCL.

Online price bidding cum Reverse Auction will be conducted on schedule date and time.

Business Rule for finalization of the online price Bidding cum Reverse Auction.

1. Online price bidding cum reverse auction shall be conducted by DFPCL, on pre-specified date, while the vendors/ Tenderer shall be quoting from their own offices / places of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason beyond the control of the Vendor) it is the bidder's responsibility/ decision to communicate immediately to DFPCL by Fax message and should furnish thereby the price, the bidder wants to bid online with a request to DFPCL to upload the communicated price on line.

It shall be noted clearly that the concerned bidder communicating his price to DFPCL must solely ensure that the fax message is received in a readable / legible form and the Bidder should simultaneously check up with DFPCL about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded only within/before the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidder, to upload such prices online and if such required time is not available at the disposal of the service provider at the time of receipt of the fax message from the bidder, the service provider will not be uploading the prices and either DFPCL or the service provider are not responsible for this unforeseen circumstances. To ward-off such contingent situation bidders are requested to make all the necessary arrangement /alternatives whatever required so that they can circumvent such situation and still can participate in the online price bidding cum reverse auction successfully. Failure of power at the premises of vendors during the online price bidding cum Reverse Auction cannot be the cause for not participating in the online bidding auction. Because of this, the time for the auction cannot be extended and DFPCL will not be responsible for such eventualities.

Those vendors who have participated in the initial online Price Bid Auction will only be eligible to participate in the subsequent reverse auction.

The following are the prequalification criteria for submission Tender document.

CONDITION PRESEDENT:

- The tenderer should have minimum 5-10 years of experience in contracting commercial vehicle
- Should be able to handle any local matters

CONDITION SUBSEQUENT:

2.02 Medical Examination:

Contractor should ensure that drivers deployed on the said contract job at DFPCL site should undergo pre-employment fitness examination. The form No.33 (Prescribed under Rule 68T & 102) should be filled up for all its Drivers/Workers/Supervisors deployed and should be submitted by Him/her to user department.

Any manpower employed by the contractor for the said job, who has completed 12 months shall undergo annual medical examination. Such an examination must include the following tests: -

- 1) Complete Physical Examination.
- 2) X-Ray chest PA view (Once in Pre-employment then once every half yearly)
- 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 contractor should provide his manpower a Clean Uniform and shall be responsible for the safety of persons engaged directly or indirectly by them for the works undertaken. This shall be without prejudice to the responsibilities of the Contractor under all relevant regulations and insurance clauses of the general conditions. The failure in providing the uniform to the said staff will attract appropriate penalty as per tender document or as deemed fit by the DFPCL.

9. 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 including but not limited to recover appropriate damages and terminate Contract. Such termination shall also render the Contractor liable for payment to DFPCL in respect of any additional 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.

7. CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC:

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

GENERAL TERMS & CONDITIONS FOR OPERATION:

1. CONTRACTOR'S SCOPE OF SUPPLY:

The entire responsibility of operation & maintaining the pool vehicle in good roadworthy condition will be in the scope of the vendor.

2. MANPOWER:

i) You should ensure that the driver employed on the vehicle should be adequately experienced in driving vehicles, well behaved and properly dressed. The driver shall be always in possession of a valid and clean driving license. It is imperative that you should appoint a driver who is physically fit, free from any diseases, injury or illness contagious or otherwise with good eyesight and in particular free colour blindness & without any addiction.

ii) The driver shall conduct in an appropriate manner and if not, arrange their removal and replacement on our informing you of inappropriate conduct.

iii) You shall ensure that there are no legal disqualifications for the driver from servicing, by reason of age, infirmity conviction by court of law or statute in force from time to time.

iv) The Driver should perform strict 12 hrs duty only. No overtime duty will be paid to them. You should change the driver after 12 hours of duty. The driver should take adequate rest while not on duty at DFPCL. Also, the driver at one of our plants should not perform duty at our other plants after their duty hours.

3. NOTES:

i) You should ensure that the vehicle is always available. However, if the said vehicle is not available for any duration for any reasons whatsoever, it shall be your sole responsibility to provide an alternative vehicle approved by the Company during such period.

ii) You/your representative or your Driver shall ensure that documents in respect of RTO Clearances, Road, etc are always updated and available in the vehicle.

4. INSURANCE:

You shall insure the vehicle under 'All Comprehensive Cover' at your cost with an agency approved by the Company. The insurance shall cover third party, riot and unlimited cover per passenger.

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5. You shall submit documentary evidence of the Insurance Policy taken at the time of commencement of operation of the vehicle under this contract. Every year renewed insurance copy is also to be submitted to the job co-ordinator.

6. It is understood that the vehicle is being operated by you at your cost and risk and in no case the Company shall be responsible for any damage to the vehicle or any property or injury or death to the Driver or injury or death to any person while the Pool Vehicle is either on road or in Company premises or elsewhere.

7. In case you fail to provide services of the normal vehicle or alternative vehicle, penalty will be charged as per the tender document and will be binding on you.

8. In case of delay, penalty will be as per tender document.

9. In case, if the vehicle is not maintained properly, appropriate penalty deductions at the discretion of our Job Co-Ordinator will be made from your monthly bills.

10. **SECURITY DEPOSIT :**

In the event of contract, the transporter shall be required to submit security deposit of 10% of contract value for the faithful execution of contract, within 10 days of issue of LOI/PO. The security deposit can be furnished by way of a Bank Guarantee from any nationalized or reputed private banks like HDFC, Axis, etc. in the format provided by the Company. The Bank Guarantee must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting Bank Guarantee. Transporter has the option to deposit Security Deposit in the form of Demand Draft, payable at Taloja. The security deposit will be forfeited in case of failure terms & conditions. No interest shall be payable on Security Deposit.

No interest shall be payable by us for the sum deposited as a Security Deposit and it will be returned to you at the time of termination / expiry of the contract after making recovery, if any, along with full and final settlement.

11. The rate should remain unchanged throughout the contract term.

The Contract can be terminated by either party with a clear notice of 3 month to the other party. However, we reserve the right to terminate the contract without any compensation in case of breach of contract terms on your part.

Any increase in statutory expenditure such as service tax, toll charges shall be reimbursed at actual on submission of documentary proof.

12. Even if renewal of the contract is not being considered, we reserve our right to extend the expiry date by not more than 3 months for the purpose of smooth handover.

13. **INVOICING:**

Only one Invoice should be submitted every month to our Job Co-Ordinator for his certification and preparation of Service Entry Sheet. The payment shall be released by RTGS or NEFT with nominal charges per transaction. The transporter shall provide the requisite details of their bank, Account No. Branch code, etc.

14. **TERMS OF PAYMENT:**

Payment will be made within 30 days from the date of certification of your Invoice.

15. **PENALTY:**

a) In case the vehicle is not made available on any day due to non-availability of driver/ fuel/ break down or for any other reason whatsoever, penalty as per the tender document will be levied and alternate vehicle will be arranged at by the transporter at his own risk and cost. If the offence continues then the Company reserves the right to terminate this tender/ contract.

b) If driver is misusing the Vehicle, then penalty will be Rs 5000/- for each misuse.

e) Any other penalty as pertinent / deemed fit by DFPCL in case there is any deviation of terms & conditions or in case of any breach of contract, will be imposed on the Transport operator

16. **ARBITRATION:**

All disputes or differences whatsoever arise between the parties out this order or the breach thereof shall be referred to Sole Arbitration to be nominated by DFPCL & the Contractor/ Tenderer mutually in accordance with Arbitration and Conciliation ACT 1996. The award passed in pursuance thereof shall be binding on the parties. Arbitration sitting shall be in a place as chosen by arbitrator and the proceeding shall be conducted in English. The cost of the arbitration proceeding shall be shared equally between the parties.

17. **TOLL CHARGES :** The toll charges shall be paid at actual. The amount consider in the PO based on current toll charges.

18. **JURISDICTION:**

All or any dispute relating to this contract arising thereof shall be subject to the jurisdiction of

the Panvel Court.

19. Insurance

Contractor shall obtain and keep valid, at all times adequate insurance cover for its personnel, vehicle, material and equipment, against all losses and liabilities whether at common law or under any statute relating to workers Compensation or Employer's Liability in the jurisdiction in which the Services are performed, from any accident or injury to any person employed by it in connection with the Services and shall ensure that all its workers, staff, employees and representatives labor are similarly insured in respect of their employees including claim against third party liability.

Relationship

20. Each party understands that they are independent entities and not in partnership and this contract does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has no 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.

21. Supervision

A competent supervisor of Contractor shall be available or visit time to time at work site at the time of actual work to understand the requirement of DFPCL from time to time and/or instructions. The contractor's representatives and workers shall follow at all time the instructions given by the department/authorities concerned.

22. Labour Laws

The contractor shall be responsible for all acts of its personnel and representatives, directly or indirectly rendering services in relation to or connected with job entrusted and to comply with all applicable labour laws.

23. VALIDITY:

This contract is valid for a period of three years w.e.f. 01/04/2025 to 31/03/2028 (renewable after every year subject to satisfactory performance). 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 giving 3 months' notice to the other party. However, in case of unsatisfactory performance or breach of contract terms on your part, DFPCL reserves the right to terminate the contract forthwith. DFPCL shall also have right to extend the Contract at its own discretion.

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During the contractual period, the rate should remain unchanged throughout the contract term. Any increase in statutory expenditure such as service tax etc. shall be reimbursed at actual on submission of documentary proof.

24. Notices:

Any notice required to be given by either party shall be validly given if it is in writing and sent at the abovementioned address.

25. Even if renewal of contract is not considered, we reserve our right to extend the expiry date by not more than 3 months for a smooth handover.

26. There should not be any breach of any rules and / or regulations or any violation of the terms and conditions once the order is finalized and during the complete tenure of contract. In case any breach / violation / misconduct is observed, then DFPCL will impose an appropriate penalty on the vendor / contractor. The same will be deducted from the monthly bills of the Vendor / Contractor. This will culminate in cancellation of the complete purchase / work order without any further notice, which will be at risk and cost of the vendor / contractor.

27. Any loss and / or damage to the Plant and / or machinery or any property belonging to DFPCL or its contractors due to the negligence / mistake on part of any manpower employed by the contractor will be dealt with seriously and will culminate in recovering from your monthly bills.

28. It will be the sole discretion of DFPCL to decide on penalty for any misconduct / negligence / violation / breach of the terms, conditions, statutory rules, safety rules as mentioned in the tender / purchase / work order.

29. Declaration of Tenderers/ Contractors Relation with DFPCL Employee(s):

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

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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.

30) The Tenderer/ Contractor 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".

31) 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 DFPCL reserves the right to take such action as it may deem fit keeping its interest as paramount.

32) Personal Data Privacy:

Tenderer consents to other party to provide any personal data, if any and if necessary and also 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 and rules made thereunder including the implementation and use of technical and organizational measures to ensure an appropriate level of their security.

33) CONFIDENTIALITY:

Both the parties during the continuance of this Agreement and 3 (Three) years after termination of this Agreement, Tenderer 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/ Tenderer and/or personnel may disclose the information to an employee of Tenderer, or a government agency or other regulating authority.

But 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, the Tenderer 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 Contractor/Tenderer and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

Unauthorized disclosure of business "secrets" or confidential information is considered as gross indiscipline and liable for penalty.

34) CONTRACTOR/TENDERER TO BE LIABLE FOR ALL THE TAXES ETC:

The Tenderer/ 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.

35) INDEMNITY:

Without prejudice to any other provisions in these conditions, the Tenderer/ Contractor shall be bound to keep DFPCL.

Its Directors or any representative employee agents, fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, byelaws, notifications, directions or order having the force of law.

The Tenderer/ 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 Tenderer/ Contractor or such representative of the Tenderer/ 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 Tenderer/ Contractor and if, DFPCL has to take-over the liability, DFPCL shall deduct all amounts arising out of such liabilities from the Security Deposit or from the running account of the Tenderer/ Contractor or from any other amount due and payable by DFPCL to the Tenderer/ Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to DFPCL.

36) TENDERER/ CONTRACTOR TO COMPLY WITH ALL LAWS ETC:

The Contractor/Tenderer shall be responsible for ensuring compliance with all Central and State Laws as well as the Rules, Regulations, Byelaws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Tenderer 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.

The Contractor/ Tenderer 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

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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/ Tenderer.

If Company's job-controller observes non-compliance by the Contractor/Tenderer in complying with provisions of labour statutes and specific Acts relevant to the Tender/ 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/Tenderer, 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/Tenderer whether under this Contract or otherwise.

Price Bid format:

The contractor should fill in the rates on our Pragati procurement portal with respect to details as per scope of works:

The quoted rates should remain constant throughout the contract period.
Service Tax will be paid by DFPCL extra as applicable.

COMMERCIAL TERMS AND CONDITIONS: -

1. Mobilization: Within 15 days from the date of receipt of PO/ email confirmation.
2. Payment Terms: Monthly one R.A (Running Bill) Bill within 30 days which is to be certified by our job coordinator.
3. The payment will be made through RTGS. Kindly provide your bankers with details for the same along with your offer.
4. Validity of the contract: Please refer to Validity Clause on earlier page
5. Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications
6. Security Deposit: 10% of basic order value in the form of Bank demand draft drawn in favor of DFPCL or equal amount of Irrevocable Bank Guarantee should be submitted by the Contractor, the said Bank Guarantee should be valid till the completion of the contract i.e. 3 years plus 3 months claim period.
7. 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 the 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 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.
- 8) Termination:
 - A. The contract can be terminated by either party i.e. DFPCL or the Contractor, after giving three (3) months' notice to the other party, extendable by agreement till such time, DFPCL finds alternate arrangements. However, DFPCL reserves the right to terminate the contract without giving any notice in case of the contractor commits breach of any of the terms of the contract. DFPCL's decision in such a situation shall be final and binding on the contractor without any objection or resistance.

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

C. If the successful bidder 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 accepting the PO, 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 contractor shall continue till such time DFPCL finds alternative arrangement.

9) Job Controller – Lt. Col. Ravindra Bhati (Head-Security) of DFPCL shall be the job controller or any other person appointed by the Company from time to time.

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

(Following declaration to be given on Contractor's letterhead)

**DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF BANK
GUARANTEE/ SECURITY DEPOSIT**

- 1) Whether your Firm/Company is blacklisted by DFPCL or any other Public Sector / Govt.
_____/ Quasi-Govt Organization / any other client:
Yes / No. :
If yes, please mention details. :
- 2) Whether your Contract was terminated before expiry of Contract period or Security

Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt

Organization / Any other client
Yes / No. :
If yes, please mention details. :
- 3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial

court for any criminal breach of trust:
Yes / No. :
If yes, please mention details. :

(Signature of the Contractor & Seal)

(On Contractor's letterhead)

GENERAL INFORMATION:

1. Name & address of the Tenderers Firm / Company: _____
2. Office Telephone No.: _____
3. Office Fax No.: _____
4. Year of Establishment: _____
5. Constitution of the Firm: Proprietorship/Partnership/Pvt.Ltd./ Pub Ltd. Co./Co-operative.
6. Name, Address of Partner / Directors: _____
7. Name of contact person: _____
8. Telephone no. of contact person: Office _____
Residence _____
Mobile _____
9. Name & Designation of Authorised Signatory: _____
10. Details of sister concerns
 - a) Name & Address:
 - b) Activities engaged in by Sister Concern:
 - c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of Sister concerns.

(Signature of the Contractor & Seal)

(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)

Failing to comply with the above requirement may lead to suspension of the gate pass of individual contract employee / suitable monetary penalty to the contractor / termination of the contract.

Safety Rule Violation – Nonuse of Personal Protective Equipment (PPE), Non-following standard rules / instructions, carrying out unsafe act / creating unsafe condition which may lead to first aid / minor injury.

PENALTY – Rs. 500/- per incidence

Minor Incidence / Serious Deviation – Repetition of safety rule deviations, use of defective tools / tackles / equipment / PPE, Unsafe act / condition may result into serious injury.

PENALTY – Rs. 10000/- per incidence

Major Incidence - Case of Reportable Accident / Fatal Accident.

PENALTY – 2 Times of PO value.

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law.

EMERGENCY RESPONSE AND FATAL INCIDENT REPORTING

CONTRACTOR shall meet their responsibilities as per the DFPCL policy. Such incident shall include personnel injury, occupational illness.

PERSONAL INJURIES:

CONTRACTOR shall be responsible and pay for the cost of all necessary first aid, ambulance, and hospital services in case of accident or injury to CONTRACTOR's employees. All injuries sustained by the employees of CONTRACTOR while on COMPANY premises shall be reported immediately to the COMPANY representative and the work permit Issuing Authority.

INCIDENT INVESTIGATION AND REPORTING:

The Contractor shall indemnify and hold harmless DFPCL and/or its respective officers, agents and employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole

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or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor or any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or any Subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or any Subcontractor of the Contractor.

In carrying out the obligations as a Contract or in exercising any power or authority thereby, there shall be no personal liability of DFPCL or the DFPCL 's Representative, or officials, attorneys, employees and agents thereof.

Statutory Rules and Regulations for the contractors / Vendors
Applicable for all job work undertaken at K1 and PCL Plant of Deepak Fertilisers And
Petrochemicals Corporation Ltd

The Vendor / contractor should strictly follow all the Statutory Rules and Regulations as per the norms of Deepak Fertilizers & Petrochemicals Corporation Ltd (DFPCL) :

- A) The Vendor /contractor should understand the scope of works clearly.
- B) The list of documents / certificates (as applicable) as required by DFPCL as given below should be submitted by the Vendor / Contractor: -

- Purchase Order raised by authorized Person of DFPCL Purchase Dept
- Labour License (if & as applicable)
- Bank Details
- Pan Card
- Cancelled Letter Head
- Medical report from Company Doctor of all the Contractor's labours working in DFPCL 's premises under the above work.
- Record of having attended Safety Training
- Driver License.
- Identity Card Xerox.
- Any other Certificate or License as required according to nature of Job work

- C) Any time the visitor visits the plant for any reasons whatsoever, it is mandatory that he / she must carry any one of the following Govt. identified IDs, to be displayed at our main Security Gate. Any visitor denying display of the said document, will be denied entry in the DFPCL plant: -

Govt issued ID is as follows

- Pan card
- Aadhar card
- Driving license
- Passport
- Voting I D card

In case of any failure on part of the contractor, to comply with the regulations, appropriate deductions / penalty will be imposed & the same will be deducted from your bill.

SCOPE OF WORK FOR PLANT POOL VEHICLE

1. Requirement of newly purchased for 7-seater AC cars (01 x Innova Crysta (Diesel) K8 Plant as plant pool vehicle for 24x7 for 03 years.
2. The vehicle must be fitted with a dashboard camera, GPS, Panic button, and music system. Active GPS login details will be shared with Job co-ordination for monitoring vehicles round the clock. In case any of the above system is not functioning/damage due to any reason, it is responsibility of vendor to get it repaired/replaced within the next 7 days. Thereafter a penalty will be imposed from 8th day onwards as per the tender document.
3. The vehicle is needed with a minimum run of 3000 km each month GPS Track Report has to be enclose with invoice within or outside plant (Mumbai city, Mumbai Suburban, Navi Mumbai, Pune regions). Extra run of vehicles will be paid on a per km basis as per the decided rates. A car diary (as per the format suggested by DFPCL Security team) will be provided by the Job coordinator and all vehicle movement entries from the plant will be maintained by the driver after each trip. A NOC will be obtained by the driver from the user after every trip and maintained in a file month wise.
4. Toll amount, if any, will be initially paid by the vendor himself during the trip and claimed later during monthly billing as actuals.
5. The vehicles must be hygienically maintained and cleaned daily in the morning by the driver. Vehicle fresheners should be available with the driver round the clock.
6. A service history sheet and schedule will be shared with the Job coordinator. All vehicle documents must always be maintained in the vehicle. A set of valid documents will be submitted to the Job Coordinator on day 1 and after it's update, if any.
7. The driver should not perform more than 12 hours' duty on any vehicle. Also, the driver of any Talaja plant after performing 12 hours' duty will not be allowed to perform duty on any pool vehicle of other Talaja plant. This is applicable amongst all the plants of DFPCL. The driver must be adequately rested to perform safe driving.
8. A fixed driver should be provided to drive the vehicle. If the driver avails leave, then his replacement should be provided by the vendor, and this should be informed by the vendor well in advance to job coordinator. Replacement drivers shall be complying to all the requirements mentioned in the PO.

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9. The driver should be well-behaved & dressed with a legible license and minimum experience of 5 years, preferably. He should be provided with a uniform every year and must always carry his identity card affixed with his photograph. He should know various locations and routes in the Mumbai & Pune area. Police verification and an annual medical fitness test including eye test certificate of driver will be submitted to the Job coordinator along-with xerox copy of his driving license & permanent residential address. The vendor will be responsible for drivers' behavior while on duty and he will be solely responsible for any misconduct done by the driver while on duty or after duty.
10. Alcohol/Tobacco consumption is strictly prohibited while on duty & smoking is discouraged. Random tests will be carried out on drivers for consumption of alcohol and driver/vendor should have no issues with it. In addition, the vendor must give an undertaking once every quarter alongwith invoice that all his drivers are prohibited from consuming illegal drugs or controlled substances.
11. The driver should be provided with a working cell phone & proper uniform with shoes (compulsory) as per the MV act. While driving, the mobile will not be used by the driver. In case of an emergency, the vehicle will be parked at the safe side of road for talking on the phone. Not adhering to these will be penalized heavily as per tender document.
12. Vehicles should be maintained as per MV act i.e. First aid box, fire extinguisher, PUC certificate, with 'T' (tourist) permit, valid insurance, and all legal RTO documents. Penalties due to driver/vehicle negligence will not be paid by the company. Fastag must always be in working condition.
13. Vehicles must have a tool kit with spare wheel to cater for any emergency situations.
14. During the rainy season, additional care is to be taken in respect of tyre condition, brake, wiper blade, head lights, indicators lights, etc. by the vendor and a report will be submitted before the season starts.
15. In case of breakdown of vehicle or vendor wants to take the vehicle for maintenance/fitness, replacement vehicle should be provided of the same model, preferably of similar age and seating capacity, before relieving the vehicle from company. The replacement vehicle will be as per the PO terms. If the model is not as per PO, vendor will be penalized. Replacement will be allowed for only 2 days or as per the situation arises after approval from the Job coordinator.
16. The vendor will be responsible for any legal action in case of accident/damage/casualty to any passenger/vehicle/property/pedestrian inside the plant or on road while performing duty.

17. All communications for replacement/breakdown/any other issues like diesel/driver releasing/changing etc. will be shared through email with Job coordinator well in advance.
18. SPOC for any emergency situations between vendor/Job-coordinator will be security shift-incharge.
19. Only authorized personnel/company employees are permitted to travel by pool vehicles. If any driver is found ferrying passengers while on duty in company pool vehicles, vendor will be responsible for such behavior of driver. The company will not be responsible for any such act of vendor/driver in case of incident/accident or any other such act.
20. Nonadherence to any clause or terms & conditions as per tender documents/PO/SOW, may be deemed to be a reason for a warning or termination of contract as per management decision. This decision will be final and adhered to by both parties.
21. Nonadherence of any condition mentioned above will result in penalty as per penalty matrix attached in Appendix "A". In case there is more than one violation, multiple penalties will be imposed as relevant.

Additional points from safety point of View:

1. All pool vehicles shall be inspected with the help of a check list (Form -1) by their drivers every day and maintain the record. Once in 06 months, random audits by Safety officer/s of the site will be done in the presence of the job coordinator with the help of the same checklist.
2. Restrict CNG vehicles inside the plant ISBL.
3. The pool vehicles should not cross the designated speed limit for the road and maintain the average speed limit 10% less than road safety guidelines. There should be an alarm at 80 KMPH.
4. All the Pool vehicles have three-point contact contractable safety seat belts for all employees sitting on each seat including and akin to the driver. This is an important safety clause failing which will make the transporter liable to be penalized/terminated as per the agreement.

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5. All the vehicles should have a reverse alarm/horn, and first aid box must be carried at all times.

6. Once every six months, all the drivers should undergo basic eye tests, colour blindness test and first aid training to be organized by the vendor and submit reports of same to the job coordinator.

Penalty Matrix :-

- | | |
|---|--|
| 1. Vehicle not provided as per PO | 1000/ day |
| 2. Driver is not present on vehicle when required | 1000 for 5-60 mins, thereafter
200 for every one hour. |
| 3. Non cleaning of vehicle daily | 100/case |
| 4. Any legal documents not available on vehicle | 500/case |
| 5. Fastag not recharged | 500/case. |
| 6. Talking on mobile while driving | 10,000/day. |
| 7. Intoxication by driver | 10,000/case to vendor and
termination of the driver for working
at DFPCL |
| 8. Failure of any vehicle equipment/system | 500/case/day (8 th day onwards) |
| 9. Theft case by driver
and termination of driver for working at DFPCL | 1000/case plus stolen material value |

Note : In case of repeated violations, the security department will hold the authority to increase the above penalty up to 3 times of amount mentioned against each.

OTHER COMMERCIAL TERMS:-

The vendor will deploy brand-new road-worthy vehicles of make Toyota Innova Crysta (Diesel)

ESCALATION:

Escalation/De-escalation of rates:

Escalation/de-escalation of rates shall be applicable based on variation in diesel price effected by the Govt.

The reference diesel rate shall be diesel price prevailing in Taloja Petrol Pump as on date of Reverse Auction or face to face negotiation (whichever is later).

Increase or decrease in the price of diesel will be adjusted on the basis of one litre Diesel on average mileage of the vehicle

The average Mileage: -

1) The rates are subject to Fuel Escalation/reduction Clause as per the formula given below:

$$\frac{\text{Increase / Decrease in per ltr diesel cost} \times \text{Distance in KM}}{\text{Mileage given by the vehicle}}$$