



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

Registered Office: –Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra
Works at: PLOT K1, MIDC INDUSTRIAL AREA, TALOJA DIST : RAIGAD

Tender for Installation of 7 MWp Solar power plant as group captive in Maharashtra for Power Utilisation at DFPCL/STL At Plot K1 Taloja

Tender Ref. 160/ 2019 Date: 04.09.2019

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. Rajesh Shankaratti , Deepak Fertilisers And Petrochemicals Corporation Ltd. at Plot K – 1 MIDC Industrial Area, Taloja, 410 208, Dist. : RAIGAD

Stage I Bidding

- Sealed Envelop –I: General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work (Excluding Price Bid).

Exceptions and deviations, which tendered may desire to stipulate. (Tenderers 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 reserve the right to reject such deviations or evaluate the Tenderers containing deviations having financial implication, by adding the cost for such deviations as may be determined by the Company/ DFPCL).

Stage II Bidding

Tenderer will submit the price bid online through the platform provided by our Ariba system, DFPCL Service Provider for online platform

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 by the authorized signatory & send the documents in designated tender box provided in Purchase Department latest by 18.09.2019.

All the above documents should be handed over to Mr Ameya Bavdekar (Sr. Manager Purchase) Phone: 022-67684121 representative of DFPCL.

E reverse Auction:

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

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

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

In case of any Technical queries you may contact our Job Controller Shri Sudam Yewale/ Shri. R J Mehta – 022 50684413/ 50684401 . For commercial queries you may contact Mr Ameya Bavdekar Tel No 022 50684116

Thanking you,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Limited

Srikanta Behera
General Manager (Commercial)

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ANNEXURE I

1.0 GENERAL TERMS AND CONDITIONS:-

1. Earnest Money Deposit of Rs.1,00,000/- in the form of Bank demand draft drawn on public sector bank or reputed private bank will have to be submitted in favor of Deepak Fertilisers And Petrochemicals Corporation Ltd payable at Mumbai along with tender document. Tenders received without EMD will be disqualified.
2. All pages of the tender form and questionnaire must be signed and sealed by Tenderers.
3. Tenderers have to submit details along with documentary evidences for the following:
 - 1] Registration certificate as Proprietary/partnership firm/private ltd or Public ltd Company or LLP.
 - 2] Registration certificate with PF organization for allotment of PF code number.
 - 3] Registration certificate with GST.
 - 4] Allotment letter under ESIC Act
 - 5] Registration certificate under Maharashtra Labor Welfare Board.
 - 6] Registration certificate for professional Tax.
 - 7] Registration certificate under Maharashtra Labor Welfare Board.
 - 8] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - 9] Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 - 10] ISO Certification holder: Name of certification: -----Validity : -----
(Attested Copy to be enclosed)
 - 11] Organization Chart: Executive -----, Technical Staff-----
(Attested Copy to be Enclosed giving the details)
 - 12] List of requisite machinery, tools & tackles, equipment. (Attested Copy to be enclosed)
 - 13] Audited annual Turnover: for last three Financial Years.
 - 14] List of similar jobs carried out in other company.
 - 15] Client List:

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

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

5. Late tender will not be accepted / received.

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

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

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

2.0. INSTRUCTIONS FOR SUBMISSION OF TENDER:

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

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

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

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

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

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

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

(viii) No Bidder is allowed to 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. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

4.0 SUBMISSION OF TENDERS:

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

5.0 EARNEST MONEY DEOSIT (EMD)

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

6.0 RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

7.0 VALIDITY OF BIDS:

Bids shall be valid for at least 60 days after the date of price bid opening prescribed by the DFPCL. A bid valid for a shorter period may be rejected at the discretion of DFPCL. In exceptional circumstances, DFPCL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of DFPCL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by DFPCL due to change in specifications / scope or otherwise. 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.

8.0 Procedure for Auctioning

8.1 [a] Auction: DFPCL will declare its **Opening Price (OP)**, which shall be displayed to all Tenderers during the start of the Auction. The Tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to DFPCL for all the 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 30 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 Auction, the **Closing / Final Price (CP)** shall be available on auction screen.

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

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

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

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

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

_ Leading Bid in the Auction (Current Lowest Rate)

_ Opening Price & Decrement Value.

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

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

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 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 Tenderer/ 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 Tenderer/ Contractors.

The following are Pre-qualification criteria to be submitted along with stage 1 Tender document.

- [a] Annual Turnover of minimum Rs 2 Cr including group companies.
- [b] Compliances of statutory requirement like registration under ESIC Act, PF Act, Service Tax, VAT, GST and other statutory compliance to operate/ do business in India.
- [c] Similar work completed during last five (5) years and details of similar ongoing works with value above Rs 50 lacs including group companies.
- [d] List of clients of the Company/Firms.
- [e] Details of manpower owned technical and staff submitted along with the tender.
- [f] List of requisite tools & tackles, equipment. (Attested Copy to be enclosed)

The tendered have to provide the supporting documents for above mentioned prequalification criteria.

Special Terms and Conditions:

SAFETY ASPECTS:

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

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

1. The manpower shall be confirmed physically fit by Factory Medical Officer to carry out assigned job at DFPCL work site. Contractor has to report with manpower to factory medical officer on very first day of his contract or his worker's first day of duty.
2. No young and Minor Child labour shall be allowed to enter and work at site of DFPCL.
3. The Contractor shall ensure the safety training of their workman prior to start of the assignment/ job with the help of DFPCL Supervisor and Safety Officer.
4. Electrical hand tools, welding machines deployed for the job shall be confirmed for the provision of ELCB proper earthing. The same shall be inspected by DFPCL Safety Officer and Electrical department
5. Contractor shall deploy Safety Supervisor for the contracts valuing more than Rs. 1 Crore Per annum.
6. Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
7. Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
8. Safety Training, First Aid Training, shall be imparted to all workers on first day and for five minutes every day at the start of the day.

- 9 No person shall work under the control of liquor, Chewing of Tobacco or smoking is strictly prohibited on site.
- 10 Housekeeping at site is essence of the contract. Site will be cleaned at start and end of the work every day by the Contractor.
- 11 Every electrical supply shall be taken through closed socket and ELCB, every electrical hand tool will be having proper earthing arrangement.
- 12 Contractor shall prepare Job Safety Analysis for daily activities and will get endorsed from DFPCL Safety Manager. Hazard Identification and Risk assessment shall be done for each activity and accordingly Risk control measures shall be taken to control every risk. Every contract workman at site will be using Safety Helmet, Boiler suit and safety shoes compulsorily. Ear, Eye, Nose and Hand as well as body protection equipment will be used time to time to protect body from each activity.
 - a) Safety Work Permit will be issued by Contract Safety Officer, who will be inspecting all jobs for safety procedures to be followed.
 - b) 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.
 - c) No person shall work under the control of liquor. Tobacco chewing or smoking is strictly prohibited at site.
 - d) Housekeeping at site is essence of the contract. Site will be done clean at start and end of the work everyday.
 - e) Every electrical supply shall be taken through closed socket and ELCB, every electrical handtool will be having proper earthing arrangement.

1.02. Safety Training

- 1) Contractor has to deploy experienced trained and skilled manpower for the job assigned.
- 2) Safety training will be given by DFPCL Safety officer to all manpower reported on duty. Contractor's Safety Supervisor shall prepare job safety analysis with the help of the Maintenance Officer for the job to be carried out and the procedure which is going to be used for the job. On the basis of agreed procedure safety training will be given and adequacy of safety PPE's will be checked by Safety Officer.
- 3) Safety training certificate will be issued to all contractors' workers. Every contractor's workers will maintain safety certificate copy with him for the period of work inside the factory/ work site of DFPCL. The certificate will be valid for a period of six months from date of issue. After the validity, contractor and contract worker has to revalidate the certificate by acquiring additional certificate training from the Company.
- 4) Worker shall be aware of First Aid and using First Aid equipment and emergency procedures and assembly point at site.

1.03. Accidental Reporting

- 1) Safety of the worker/s is essence of the contract.

2) Any unsafe condition noticed by the Contractor/Contract worker shall be notified to the DFPCL Supervisor and Safety Officer on duty.

3) Any near miss, minor injury, First Aid or major injury shall be reported to OHC & Safety Officer in writing by the Contractor within 4 hours, with cause of the incident.

4) First Aid treatment shall be made available at OHC. Any more treatment advised by OHC /Factory medical officer shall be made available by Contractor at ESIC recognized hospital/specialized hospital. It is sole responsibility of Contractor to make available in time the best treatment to its worker at his cost/insurance. DFPCL shall not be responsible for the same.

1.04 Safety performance

1) Every contract shall be vetted for safety performance of previous contract and experience

2) Safety training to workers, proactive performance, availability of safety appliances, Attitude towards safety implementation, rewards to the worker/s will be evaluation parameters.

2. Labor law and Safety codes:

All the matters concerned with labour management shall be as per the prevailing Labor laws. Contractor will obtain labour license/s on arrival at site before commencement of the job. The first RA bill shall be released only on submission of the copy of labour license duly attested by DFPCL Administration in the prescribed format. If labour license is not applicable, the Contractor shall obtain a confirmation to this effect from DFPCL Administration.

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

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

2.01 Deployment of Medically Fit Manpower:

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

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

2.02 MEDICAL EXAMINATION:

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

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

- 1) Complete Physical Examination.
- 2) X-Ray chest PA view (Once in Pre-employment then once every three years)
- 3) Complete 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 staff shall wear uniform, Boiler suite, Rainy wear (During monsoon) while working inside plant premises. They shall also wear badge/name plate while they are working at site. All labour laws/ regulations shall be strictly followed by contractor as per central/state govt. directives. Before executing the contract agreement, Contractor will ensure with DFPCL P&A dept. that they are maintaining necessary records as required under labour laws.

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

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

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

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

or Group Personal Accident Policy along-with list of employees who is covered under the said GPA.

3. In case more than 19 persons are to be engaged, contractor has to apply and obtain Labour License under Contract Labour (R&A) Act from the State Labour authorities.
4. Copy of Allotment letter under ESIC Act
5. Copy of Registration certificate with PF organization for allotment of PF code number along with PF annual return submitted with the concern PF Commissioner.
6. Copy of Registration certificate under Maharashtra Labor Welfare Board.
7. Copy of Registration certificate for professional Tax.
8. Copy of Register of workmen employed by contractor (Form XIII) – Rule 74
9. Copy of Employment Card (Form XIV) - Rule 76
10. Copy of Application for employment, appointment letter issued by contractor to his workers.
11. Copy of Insurance coverage covering DFPCL, as work place, and for the number of persons to be deployed. The nature of work in the policy should be the same as per the work order issued by DFPCL.
12. Medical Examination and fitness reports in respect of all the contract labours from the designated/specified medical officers.
13. If the job is subcontracted then no objection certificate from Contract Cell, DFPCL regarding subcontracting the work, work order issued to subcontractor by the main contractor and all the documents mentioned at Sr. No.1 to 12 are also required in respect of the subcontractor.

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

- 1) Wage disbursement: Minimum wages as notified by State Govt. from time to time are required to be paid to the workers.
- 2) Monthly wage to all contract labours as per their actual attendance to be paid on or before 7th Day of every month in presence of authorized person from DFPCL. Wage slip will be issued to all Contract Labours while disbursement of wages.
- 3) PF is required to be deducted in respect of all the contract labors and deposited with PF authorities by 15th Day of the month and receipt of the same to be submitted with DFPCL.
- 4) ESIC is required to be deducted in respect of all the contract labours and deposited with concern authorities by 21st day of the month and receipt of the same to be submitted with DFPCL.

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

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

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

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

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

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

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

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

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

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

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

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

9) Copy of Monthly Wage Register.

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

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

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

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

14) Inspection report of PF and Labour authority.

Contractor should ensure that, he has complied all statutory compliances as per above said acts for that particular Month before raising wage bill. In case of Non compliance contractor will be penalized by holding 20 % of payable amount , same will be released after submitting the compliance doc to concerned authority.

(C) Housekeeping:-

Contractor shall do housekeeping and shall remove all unwanted materials from the work site immediately after completion of work. Housekeeping shall also be done in between

the work to keep the work area clean & tidy. 25% of bill value will be deducted if housekeeping is not done properly.

(D) ASSIGNMENT OR SUB-LETTING OF CONTRACT:

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

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

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

(F) INDEMNITY -

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

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

(G) CONTRACTOR TO COMPLY WITH ALL LAWS ETC. -

The vendor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Vendor 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 Tenderer/ Vendor 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/ Vendor.

(H) CONFIDENTIALITY -

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Vendor and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not. Disclose it to any third party or Use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority

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 Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

(I) RELATIONSHIP -

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

(J) WAIVER -

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

(K) ENTIRE AGREEMENT -

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

(L) AMENDMENT -

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.

Subject – SUBMISSION OF TECHNICAL AND COMMERCIAL PROPOSAL TO DEEPAK FERTILISERS & PETROCHEMICALS CORPORATION LTD.

PROPOSAL TO INSTALL 7 MWp SOLAR POWER PLANT AS GROUP CAPTIVE IN MAHARASHTRA FOR POWER UTILISATION AT DFPCL/STL PLANT SITUATED AT PLOT K1 TALOJA.

A) Preamble-

Deepak Fertilisers & Petrochemicals Corporation Ltd., (hereinafter referred to as **DFPCL**) is looking at possibility to install 7 MWp (through PPA) solar power plant in Maharashtra and generated power to utilise at their K1 plot Taloja unit.

The technical enquiry for carrying out feasibility to install solar power plant and feed this power to K1 plot Electrical Distribution System is prepared.

B) Details required from vendor-

Description	Input from vendors
Solar Capacity to be install in MW	7 MWp
Voltage level at which power to be evacuated	(100 KV and above preferred)
Cost/KWH at Generator busbar	
Transmission Charges per KWH	
Wheeling Charge per KWH	
Tax on sale	
Other charges	
Total Transmission, Wheeling and Open Access charges to be paid to MSEDCL per KWH	
Transmission and wheeling loss per KWH	
Cross subsidy charges	
Additional surcharge	
Electricity duty	
Avg. cost per KWH unit	
Payment Guarantee	
KWH unit banking facility	

Unutilised KWH unit for another zone other than B and C	
Take or pay terms if any	
PPA Term	25 Years
Lock-in Period	10 years from the date of supply
Termination Compensation	Termination Before Lock-in: ----- -----.
	Termination after Lock-In: ----- -----
	Termination after Lock-In with notice period being served: ----- -----
	*The equity invested shall be returned to the client upon termination and account settlement.
Notice Period	-----
Consumer Investment to be eligible for Group Captive Plant	INR ----- Lakhs per MWp -
Date of power supply	-----months from PPA signing date.
Plant capacity	7 MWp
No. of units to be supplied	-----kWh/MWp/year at Generation End
PPA Tariff & Lock-in Period	INR ----- / kWh at Generator's Busbar
Annual Tariff Escalation	0% Escalation
Transmission & wheeling charges	As applicable time to time
Billing and Payment	Bill will generate after DISCOM Monthly billing on actual units in DISCOM bill & will pay within 21 days from billing date
Prompt payment discount	Prompt payment discount to be considered as per MSEDCL
Approvals	All approvals, billing adjustment, plant installation and maintenance, protection system, earthing system are in Developers scope. Replacement of existing meter with net meter and metering CT with required class and ratio if required as per MSEDCL guidelines is in vendors scope
Contract Demand	14000 KVA
Monthly Consumption	----KWH
Voltage Level	100 KV

A) PV panel details	
1) Make of PV panel (Tier 1 is must)	
2) PV panel model/ capacity	
3) PV panel size	
4) Cell efficiency	
5) Warranty for solar panel	
B) Inverters	
1) Inverters with complete digital display to be provided with internet communication facility.	
2) Capacity of solar plant	
3) Guaranteed unit generation/day	
4) Guaranteed unit generation/Annum	
5) Nos. Of days considered in Year	
6) Efficiency degraded on year on year	
7) Life of the solar installation	
C) Structural, installation and other requirements are as per standards	
1) Catwalk for cleaning to be provided if required	
2) Installation of lightning arrestor with earth pit as per standard practice.	
3) Surge protection device	
4) Installation of solar irradiance sensor	
5) Construction of dedicated earth pit (bore) maintenance free as per standard.	
6) Use of cable tray? Finishing work should be good aesthetically as well as safety point of view.	
7) XLPO copper cables of appropriate ratings should be used from panel till inverters to avoid the deterioration of cables exposed to direct sun rays	
Total project cost	
Loans in Rs	
Equity in Rs	

Vendors equity in Rs	
DFPCL Equity in Rs	
Return on Investment	

C) Solar PV power system will be designed and supplied considering following

- Solar PV system considering all required land, local liosoning, Electrical and MSEDCL liosoning, material is in vendor scope.
- The solar system will be designed such that to KWHp generate per day/Annum as per available area.
- The solar system will compose all major equipment’s such as PV modules, inverter, mounting structure, earthing pit, lighting arrestor, ac/dc cables. All the equipment’s will be of standard make and as approved by vendor.
- The PV solar system module shall be constructed with best quality material suitably treated for weather protection, corrosion and powder coated. The solar unit should be properly located, installed, considering that any maintenance will not disturb auxiliary equipment.
- All the PV panel to be installed and should be constructed in view for ease of maintenance.
- Module mounting- Module should be mounted on Aluminum/GI structure with hot dip galvanized process.
- Fixing arrangement for module should be as per standard practice.
- All required Field/panel Instruments including switches and inside/outside cabling, cable trays, etc. were ever required inside/outside to be provided.
- The system will be provided with communication facility. Weather station to be consider.
- The selected system be eco-friendly and easily available when required for replacement.

Vendor need to submit the Technical offer in accordance with the all above require data. Also submit duly filled “Vendor **input sheet**’ and “power generation **capacity calculation sheet** “& shall be part of technical offer.

The Technical offer shall be submitted within one week from final corrections communication from DFPCL and to be signed mutually.

D) Following to be incorporated in commercial bid

PV solar system offer including commissioning spares & Special tools -tackles & maintenance, operational spares, AMC is in vendor scope.

Offer shall cover all Commercial & Guarantee terms and condition, along with Delivery period for complete package.

All bought out items guarantees, and warranties shall be back to back with sub vendors and shall be clearly spelled out in offers.

Offer shall cover unit rates of all power, control and signal cables.

Any additional points to be incorporated.

E) Post Negotiation the vendor shall submit following documents

Detail GAD, QAP, layout drawings, design base calculation, credentials for approval.

All static and rotary equipment data sheet and GAD for approval.

All bought out items vendor list for required vendor selection.

All material specification data sheet for approval.

Manufacturing or assembling clearance after drawing approval to be taken.

All electrical wiring diagram hook up drawings for approval.

Control philosophy and drawing for approval.

F) Deliverables along with Material.

- i) All drawing GAD (equipment + accessories) etc.
- ii) Operation and maintenance manual of the system.
- iii) Individual equipment's manuals and drawing with spare part details and vendors list for procurement of same.
- iv) Maintenance plan.
- v) All original TC (material, equipment and accessories etc.).
- vi) All electrical wiring drawings.
- vii) Any additional documents to be mentioned.

π11) Three sets of documents.

ιξ) Providing training to DFPCL personnel for the operation and maintenance.

G) Guarantee parameters.

Guaranteed unit generation per day

Guaranteed unit generation per annum.

Guarantee/warranty of all supplied equipment's.

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 45 days which is to be certified by our job coordinator.
3. The quantity may vary +/- on either side during the tenure of the contract, however the total value of the contract will not be changed. Contractor will be paid as per the actual execution of the job which is to be certified by our job coordinator.
4. Completion period- 6 Months from date of receipt of PO/LOI
5. Taxes and Duties: Taxes and duties will be paid by DFPCL as per government notifications
6. Security Deposit:::- 10% of basic order value will be retained by DFPCL or equal amount of Bank Guarantee to be submitted by the contractor or will be deducted from Tenderers First 3 Monthly Bills against this contract and NO INTEREST will be payable by DFPCL on the said amount and it will be refunded to you only after expiry of the contract subject to deduction of any.
7. 10%- Basic order Value Against PBG valid for 12 months after successful job completion if PBG is not submitted this amount will be retained by deducting proportionally in each RA bill . This Retained amount or PBG will be valid for 12 months from date of job completion.
8. Force Majeure condition:
The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act , Accident , Fire, Flood and Acts and Regulations of respective Governments of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.
- 9) Jurisdiction:
The Court at Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Vendor/ Supplier and Company.

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 Rules of Arbitration of the Indian Council of Arbitration (ICA) or any enactment or amendment thereof. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

11) Termination: A. The Contract/ Tender can be terminated by either party i.e. DFPCL or the Contractor/ Tenderer, after giving three (3) month's notice to the other party. 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/ Tenderer without any objection or resistance.

B. On termination of the contract, the Contractor/ 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.

C. 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 Contractor shall continue till such time DFPCL finds alternative arrangement.

In case it is found that any information furnished by the Tenderer/ Vendor/ 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/ Vendor/ Supplier.

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

12) Job Controller – Mr. R J Mehta/ S D Yewale of DFPCL shall be the job controller.

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

On Contractor's letterhead)

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

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

INFRASTRUCTURE / RESOURCES :

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

(Signature of the Contractor & Seal)

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(On Contractor's letterhead)

GENERAL INFORMATION:

1. Name & address of the 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 Authorized Signatory : _____
10. Details of sister concerns
 - a) Name & Address:
 - b) Activities engaged in by Sister Concern:
 - c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of Sister concerns.

(Signature of the Contractor & Seal)