

PCL/DISPL/2022-23/04

Date: 03.02.2023

Sub: Enquiry for the Disposal of 40 feet Containers from M/s Performance Chemiserve Limited Project site at MIDC Talaja.

### Definitions

- **SELLER:** Seller Performance Chemiserve Limited, a step-down subsidiary of Deepak Fertilizers and Petrochemicals Corporation Limited, is further referred in this catalog, as PCL.
- **BIDDER:** Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and who makes or places a bid for and purchases the enquired property either in part or in full is considered as a bidder. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

Revision 2

### Schedule of Programme

Inspection of Materials	Inspection on 06.02.2023 TO 10.02.2023 Time: 02:00 pm to 04:00 pm
Location	PCL project site, E-31 MIDC Industrial Area, Talaja
Initial Bid Date	Latest by 13.02.2023 02:00 pm.
On-Line Auction	On 15.02.2023 between 10:00 am to 16:00 pm
EMD Details	As mentioned below
Last date for the EMD collection	Till 02:00 pm on 14.02.2023 at PCL, K-1 Talaja site.

(Seller reserves the right to change / extend above mentioned dates)

### ESTIMATED QUANTITY AVAILABLE FOR DISPOSAL

Sr. No.	MATERIAL DESCRIPTION	UOM	Estd. Qty.	GST (%)	EMD (Rs.)
1	Used 40 Feet Closed Top Containers (Available Immediately)	Nos	31	18	10,00,000/-
2	Used 40 Feet Closed Top Containers (Shall be available from March 2023 to May 2023)	Nos	50	18	

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**Bidder to quote the rate in Rs. per container**

GST Plus TCS @ 1% of Total Billing Value shall be applicable extra.

The other terms and conditions of the Enquiry are as follows:

**01. BID VALIDITY:**

This bid will be valid for a period of 03 weeks from the date of enquiry, means all available container quantities shall be lifted by you on instructions.

**02. QUANTITY:**

The quantity mentioned above is tentative and minimum quantity to be disposed off is not binding upon us.

**03. SECURITY DEPOSIT:**

Earnest Money Deposit (EMD) amount of Rs. 10,00,000/- is to be deposited at the time of tendering which will be kept as Security Deposit in case of bidder being successful for the order. No interest will be payable by us on this Security Deposit, and it will be refunded to you only after the successful completion of the Contract. Our Bank details for RTGS/NEFT:

Bank details for RTGS of EMD

Name of the Bank: Bank of Baroda, Vashi Branch,  
Navi Mumbai-400703

Account Number : 25340200000197  
IFS Code : BARB0VASHIX

Revision 2

**04. PAYMENT:**

You shall make full payment (including GST and TCS) by RTGS in favor of M/s. Performance Chemiserve Limited in advance against each lot to be lifted as per the Intimation received by you from time to time. Payment against materials to be lifted will not be adjusted against Security Deposit remitted by you as mentioned above in clause No.3 of this document. Our Bank details for RTGS/NEFT:

Bank details for RTGS of EMD

Name of the Bank: Bank of Baroda, Vashi Branch,  
Navi Mumbai-400703

Account Number : 25340200000197  
IFS Code : BARB0VASHIX

**05. DELIVERY:**

In case of the order is placed on you, you shall arrange to collect the material from our Project Site, within 4 working days from the date of intimation for every lot by our Job Co-Ordinator. Any deviation from the instructions may lead to cancellation of Sale Order with forfeiting of EMD.

- 06.** In case of repetitive instances of delivery not being taken by you within 4 working days from the date of intimation, we shall be free to finalize with another contractor and your Security Deposit will stand forfeited. Our decision in this regard will be final and binding on you.
- 07.** While taking delivery of the material, the person who has signed tender should come for collection of the material or send authorized representative whose specimen signature is duly attested by him.
- 08.** The loading and unloading arrangements like manpower, authorized transportation etc. as required will be arranged by you, at your cost. The material will be available on AS IT IS WHERE IT IS BASIS at our Project Site at Taloja. Cutting of Containers shall not be permitted. By accepting the Terms and conditions of this enquiry, BIDDER has made his assessment of the goods intended to be disposed-off.
- 09.** The material shall be disposed and invoiced in “number(s)”. Tare weight, Gross Weight and Net weight shall be taken for reference purpose only.
- 10.** The material will be lifted the following address
- Performance Chemiserve Limited
- a) Survey Nos. 90/2, 90/3 & 90/4 located at Village Tondre, Tal-Panvel, Near MIDC Taloja (Area 2) +  
Survey No 60/3/A/2 and Survey No 118/1/2 Village Tondre, Tal-Panvel, Near MIDC Taloja (Area 3) +  
M/s Maas Infra & Logistics (ASIS), Survey 136/1 & 137, Taloja – Badlapur Road, Dist. Thane – 421306 – 31 Nos
- during working hours, i.e., from 9.30 hrs. to 16.00 Hours in working days only. Delivery will not be given on Saturdays, Sundays, and Holidays.
- 11.** At the time of delivery, if it is found that certain useful material not belonging to the lot is mixed up, the same will be removed by us.
- 12.** Any dispute pertaining to delivery of the material will be referred to Project Sector Head of our Company or his representative and his decision will be final and binding.
- 13.** Movement of tenderer or his representative / labour for removal of vehicle will be restricted. PCL will not be responsible for any injury /mishap caused to such representative / labour.
- 14.** All statutory rules, regulations like contract Labour Laws, Minimum Wages, P.F., ESIC etc.as applicable from time to time, will be strictly complied with you. Safety Rules & Regulation prevalent at our Project Site will be followed by you. All documentation/record keeping relating to Statutory Authority will be your responsibility.

**15.** In case you could not lift the entire available quantity during the contract period OR as per schedule given by Job Co-Ordinator, 25% of your EMD will be forfeited.

**16.** Job Co-Ordinator – Mr. Shakti Naik, Manager – Stores  
Phone. +91-8879155477  
E-mail: [shakti.naik@dfpcl.com](mailto:shakti.naik@dfpcl.com)

**17.** Termination of Contract\_-

- PCL reserves the right to terminate the contract at any time on the following ground.
- Unsatisfactory execution or performance of the contract by the Bidder.
- For improper behavior of the bidder or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- Or for the reason, whatsoever, as may deem fit to PCL for termination of the contract.
- Non-fulfillment of submission of statutory details, GST tax compliance before dispatch of materials.

**18.** FORCE MEASURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays/failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Governmental Authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes.

**19.** All other terms and conditions are attached as Annexure – 1.

**20.** Kindly return the copy of this document (including Annexure – 1) duly Signed & stamped by you as a token of your unconditional acceptance of above terms and conditions.

Thanking you,

Yours faithfully,

For Performance Chemiserve Limited



Authorized Signatory

Annexure - 1 (Other Terms and Conditions)

1.0 Payment

- 1.1 All payments shall be made by RTGS in favor of Performance Chemiserve Limited.

Our Bank details for RTGS/NEFT:

Bank details for RTGS of EMD

Name of the Bank: Bank of Baroda, Vashi Branch,  
Navi Mumbai-400703

Account Number : 25340200000197

IFS Code : BARB0VASHIX

- 1.2 The EMD will be kept as Security Deposit. The Security Deposit shall be refunded only after satisfactory execution of Contract.
- 1.3 The cutting of material at PCL site is not allowed. However, in case, it is required for certain reasons, PCL shall review the same and decide if it to be allowed or not. The cutting, if required of the items will be allowed only acetylene cutting. Therefore, your bids should be based on acetylene cutting.
- 1.4 In the event of the failure of the Bidders (H1 Bidder) by way of a default in payment of the material being disposed or non-compliance or any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the bidder. In this case, the company reserves the right to dispose of the balance material in the Lot and the said bidder will have no claim whatsoever.

2.0 DELIVERY

- 2.1 On receipt of approval from competent authority for the disposal, the Seller will issue final Sale/ Delivery / Release Order to the Approved bidder thereby enabling him to lift the available materials within week time. Sale order validity would be 90 days.
- 2.2 The successful bidder shall not be entitled to choose or pick up any material from the lot. They must lift the entire material as available in the lot.
- 2.3 To facilitate PCL to complete the transaction before 4.30 P.M. the goods should be collected before 4 P.M. on any working day with prior appointment of the concerned department during the stipulated delivery days (except Saturdays, Sundays & Holidays). Please contact respective person for co-ordination. Successful bidders should ensure that the material clearance is as per the Seller's instructions. Neat and clean

maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded, wherever required at the Seller's premises / Sellers shall prevail.

- 2.4 The loading of the material will be in the presence of and after the approval / Authorization of PCL.
- 2.5 The Bidder shall be responsible to ensure that their employees follow safety regulations as per PCL stipulations and other statutory regulations. Bidder shall ensure that all his workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The bidder shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, bye-law / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Bidder must comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc. whichever is applicable. In case of noncompliance of statutory obligations, the SELLER may stop delivery of the material or may forfeit EMD/Security Deposit.
- 2.6 The successful bidder will make his own arrangement for lifting, loading and transporting the material from the factory premises and he will not claim any sort of assistance whatsoever or charges from the company.
- 2.7 In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Bidder without any penalties till the expiry of such extended period. In such eventuality, however, the Bidder shall not be entitled to claim any compensation for such delay.
- 2.8 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited, and the un-lifted portion of the assets may be removed at the risk and cost of the bidder.
- 2.9 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- 2.10 Breaking / cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipment's or any equipment, which are likely to cause damage, will be

allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.

- 2.11 It will be successful Bidder's responsibility to weigh the empty Truck at the certified weighbridge of PCL and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 2.12 Should the original Bidders wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the Bidders to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.
- 2.13 Once the goods / materials are taken out of the factory gate, Bidders will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 2.14 Resale / Sale in transit will not be recognized. The Bidders shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be affected by the seller to any person other than the Bidders whose names are mentioned in the sale order/Delivery order.
- 2.15 Bidders and his men are subject to the security rule of seller in force while in the seller's premises. The Bidders/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Bidders shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 2.16 While taking delivery of the material, the Bidders shall be responsible for any damage that may be done to premises / fittings of the SELLER during removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the Bidders shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.

- 2.17 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the bidder or his representative / labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
- 2.18 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Bidder / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Bidder shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 2.19 In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the bidder shall have no claim whatsoever on the goods remaining uncleared and the amount paid to PCL will stand forfeited at the expiry of the said period. PCL shall have right to dispose of such goods in any manner they like. The bidder shall have no right whatsoever for any compensation on this account.
- 2.20 The bidder shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the PCL and no delivery would be effected by the PCL to any person other than the bidder.
- 2.21 Disposal of material is to be done against advance payment made through RTGS by Contractor.

## 7.0 Disputes / Arbitration

- 3.1 In case of any dispute arising out of or relating to the terms of the sale order the matter shall be referred to one arbitrator appointed by Performance Chemiserve Limited. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai.
- 3.2 An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.



**3.0 Termination of Contract -**

PCL reserves the right to terminate the contract at any time on the following ground.

- i) Unsatisfactory execution or performance of the contract by the Bidder.
- ii) For improper behavior of the bidder or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- iii) Or for the reason, whatsoever, as may deem fit to PCL for termination of the contract.
- iv) Non-fulfillment of submission of statutory details, excise & sales tax compliance before dispatch of materials.

**4.0 FORCE MAJEURE**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays/failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Governmental Authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of Performance Chemiserve Limited in writing within three days of occurrence of the event. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. Such a determined period lost shall be extended by Performance Chemiserve Limited to enable the Vendor to deliver the items within such extended period of time.

**For Performance Chemiserve Limited**



**(Authorised Signatory)**