

NOTICE INVITING TECHNICAL TENDER

Ref. No.: DFPCL-STL/RA/CHA/2020-21

Date: 8th-Feb-2021.

Subject: Notice Inviting Technical Tenders (NITT) for CHA Services for a Period of One Year.

Sealed tenders in Technical bid system are invited for CHA Services for clearing of our Import/Export Consignments from Customs Houses/Ports at JNPT/BPT, Airport, For K1 & K8 plants. Technically acceptable CHA against this tender shall be enlisted in our pre-qualified list of CHAs for pick up material and contract would be finalized by online auction procedure.

Pre-qualification form, eligibility criteria and the tender documents for this purpose are forwarded herewith. (Ref. **Annexure A**)

The Technical tenders, along with completed filled, signed & stamped **Annexure B**, super scribing "**Tender for CHA Services for a period of Two years**" should reach our Taloja office on or before **22-02-2021** before **14:00 hours**. Technically eligible CHA's would be informed and allowed to participate in the online close bid (As per **Annexure C**) followed by Reverse auction to be held on **02-03-2021 at 11 a.m.**, subject to payment of EMD of Rs.40 Thousands and submission of declaration as required.

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

Thanking you,

Yours faithfully,
For & on behalf of
Deepak Fertilizers and Petrochemicals
Corpn. Ltd/Smartchem Technologies Limited

(.....)
Srikanta Behera
General Manager (Commercial)

(Signature & Seal of the Tenderer)

DEEPAK FERTILISERS & PETROCHEMICALS CORPORATION LIMITED**Tender No: DFPCL-STL/RA/CHA/2020-21****Date: 8th, Feb 2021.****Technical Tenders (NITT) for CHA Services for a Period of One Year.**

1. **Closing date & time** : 22-02-2021; 14:00 Hours
2. **Tenders to be submitted to** : General Manager (Commercial)
DFPCL/STL
Plot K-1-8 Taloja Ind. Area. Taloja
3. **Place of receipt and opening of bids:** DFPCL/STL – Taloja works

Bids received after the closing date and time will not be considered. DFPCL/STL will, in no way be responsible for the bids/offers received late for whatsoever reasons.

However, in case of any help / clarification regarding this tender document, you may contact any one of the following officials:

Name- Chandrakant Kale Designation-DGM-(Purchase) Contact No.- 9930750971 Email-chandrakant.kale@DFPCL.com	Name- Chetan Pawar Designation-Sr. Manager (Purchase) Contact No.- 8108930909 Email- chetan.pawar@DFPCL.com
---	--

(Signature & Seal of the Tenderer)

4.0 Scope of Work:

During the period of this contract, the CHA shall carry out following services/responsibilities for DFPCL/STL, but scope is not limited to the following:

- 4.1 Collection of necessary documents from our works at Taloja or any place in Mumbai referred by us pertaining to our imported cargoes for marine / air.
- 4.2 To process the documents for advance noting on non-negotiable documents / negotiable documents.
- 4.3 Preparation of Indemnity Bond in case of non-availability of negotiable documents and processing the same through shipping agent.
- 4.4 Processing documents with Customs, Port Trust Authorities, Octroi, Shipping Agent etc., for clearance/approval of imported consignments upon receipt of Non-negotiable / negotiable documents or Indemnity Bond, which is applicable.
- 4.5 Co-ordination with CHA, collection of documents from their office, Payment of freight charges, collection of D.O. etc.
- 4.6 Assessing the commodity under Correct Tariff Heading, availing of duty benefit, exemption if any.
- 4.7 Arranging unloading of cargo from the ship (or barges if applicable) destuffing of LCL / FCL Containers, ODC Cargo and arranging Customs examination as per procedure for clearing of cargoes.
- 4.8 The scope also includes sorting, tracing of cargo whenever required lot inspection and weighment. as and when and if applicable.
- 4.9 Obtaining short landing certificate / non-delivery certificate if applicable.
- 4.10 Arranging Security services at Docks, if required.
- 4.11 To send us the daily progress sheet giving the status of clearance.
- 4.12 Repairs to packages, re-examination of additional packages examination, BPT Gate and shed opening, P.O escort, lashing and fixing, arranging survey and any other services not referred to, but required / necessary in order to clear the cargo.

(Signature & Seal of the Tenderer)

5.0 RATES: It has to be filled in Annexure C & D.

5.1 Charges for the following shall be paid at actual on production of necessary receipt for the same:

1. Custom duty
2. BPT Charges
3. Octroi Charges
- 4 Customs / BPT Overtime
- 5.Crane and Forklift charges
- 6.General averages
- 7.Expenses for escorting Bond Cargo
- 8.Landing charges and Labour railway siding charges
- 9.Barrage Hire
- 10.Repairs
11. Packing and Lashing wagon charges
- 12.Dock measurement fees
- 13.Lorry and Steamer's freight
14. Transportation charges
- 15.Shipping Agent charges
- 16.Labour Charges
- 17.Survey Fees
- 18.Stamp Duty Charges
- 19.Any other charges of direct expenditure payable on our behalf will be reimbursed on documentary evidence.

B) CLEARING OF EXPORT CONSIGNMENTS FOR REPAIRS:

SCOPE OF SERVICES:

- 6.1 Arranging export of Second hand Machinery or parts for repairing reconditioning. refining etc.
- 6.2 Collection of necessary documents from our office at Taloja or any place in Mumbai referred by us pertaining to our export cargo.
- 6.3 To obtain Bank/ RBI or any other approval required for export.
- 6.4 To arrange transport from our Works at Taloja or any other place, where export cargo has been stored to port.
- 6.5 To comply 'N' Form formalities for octroi purpose.
- 6.6 To process documents with customs / ports.

(Signature & Seal of the Tenderer)

- 6.7 To arrange for carting export cargo with Shipping Co. and Port.
- 6.8 Repair of package, weighment, examination at Port Gate and Custom examination and arranging identification work for reimport after repairs.
- 6.9 Arranging Survey and Security, if required.
- 6.10 Arranging payment of wharfage, Port charges, Shippers Co., charges or any other charges.
- 6.11 Obtain original Bills of Lading from Shipping Co.
- 6.12 To forward all related documents immediately after the export consignment left the port.
- 6.13 Any other formalities which is necessary for export of Second-hand goods for repairs / reconditioning etc.

7.0 PAYMENT TERMS

8.1 Payment shall be released within 30 days on clearing of the consignment and submission of your invoice for the scope of services mentioned annexure A. Payment shall be released by RTGS. Successful CHA agency shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, to the Finance Dept.

8.0 INVOICING

- 8.1 All your invoices for payment to be submitted at our Taloja works along with following documents.
- a) Bill of Entry [Shipping bills (all copies) duly attested by customs
 - b) All Bill receipts in original for any amount paid to customs
 - c) Bill / Receipt in original for amount paid to customs
 - d) All other reimbursable receipts / Bills in original.
 - e) All shipping documents duly attested by customs like commercial invoice, test certificates, Bill of Lading / Air Way Bill etc.

10.0 Duration & validity of contract :

10.1 The period of contract shall be One (2) years from the date of award of contract. However, the company may terminate the contract earlier without any notice if in the opinion of the Company the performance of the CHA is not satisfactory.

(Signature & Seal of the Tenderer)

10.2 The period of contract may be extended for three (03) months at the sole discretion of DFPCL/STL.

10.3 The rates quoted shall be firm during the entire period of the contract and no escalation, whatsoever, on any account would be considered.

11.0. Commencement of work: The CHA shall start his work from April 01, 2021.

12.0. Volume of work:

No guarantee can be given as to any definite volume of work that will be entrusted to the CHA at any time or during the period of the contract. The nos. of transaction may decrease / Increase depending upon the requirement of materials at our Taloja plant and other factors whatsoever. DFPCL/STL does not guarantee for any minimum quantity & there shall be no liability whatsoever on DFPCL/STL.

13.0. Conditional Offer: Conditional offers will not be accepted under any circumstances.

14.0 Eligibility Criteria:-

14.1-

- (a) CHA black listed by DFPCL/STL / Other Public Sector Undertakings / Co-operative Sector **OR** CHA de-listed by the above-referred Organizations in the last two years shall not be considered. **(Tenderer has to submit an undertaking as per Annexure "A")**.
- (b) Only one Company out of Sister concerns under the same management / group/ proprietor/ partners or having any other common criteria shall be considered for pre-qualification. **(Tenderer has to submit an undertaking as per annexure "B")**
- (c) The CHA (s) shall have minimum solvency of Rs.10.00 lakh and latest certificate from any Nationalized/Scheduled Bank except Rural/Co-operative Bank has to be enclosed with request.
- (f) CHA should have valid license.

Documentary evidence in support of above to be submitted along with offer.

- (g) CHA shall also furnish details as per **Annexure-A**, along with supporting documents.

14.2 Technically acceptable CHA pre-qualification will be valid for a period of two years, which will be at the sole discretion of DFPCL/STL. Pre-qualification is no guarantee for

(Signature & Seal of the Tenderer)

award of contract. Contract will be awarded to the CHAs based on the result of the online auction.

14.3 Tenderer must satisfy himself completely regarding terms & conditions of the tender, scope of work and working conditions at the units and get clarification, if any, before submitting the tender.

14.4 Party shall not refuse to provide any other information, clarifications or documents, if required by DFPCL/STL during currency of the contract.

15.0 GENERAL TERMS & CONDITONS

15.1 SUBMISSION OF TENDERS:

1.0 General conditions: -

1. No oral, telephonic, telex, fax email, or telegraphic tenders or modification thereof will be entertained.
2. For submission of tenders, this tender consists of:
 - a) Technical bid

The Technical tenders, along with completed filled, signed & stamped Annexure: A & B, superscribing "**Tender (NITT) for CHA Services for a period of Two years**" should reach our Taloja office on or before **22.02.2021 before 14:00 hours**.

Envelope No.1: To be superscripted "**Tender (NITT) for CHA Services for a Period of Two Years**" and to contain the following documents:

- a) Signed copies of complete tender documents. Each copy of these documents should be signed by CHA in token of acceptance of our terms and conditions.
- b) Duly completed and signed Annexure-'A','B','D' & 'D', along with supportive documents.

The acceptable and eligible CHA would be informed and allowed to participate in the online auction by virtue of fulfillment of the online auction requirements. .

1.2 DECLARATION OF CHA RELATIONS WITH DFPCL/STL EMPLOYEES: Should a CHA have a relation or in the case of a firm, one or more of its partners a relation or relations employed in DFPCL/STL or in case of company any of its official or relations employed in DFPCL/STL, 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/STL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of DFPCL/STL is/are employed, with the CHA (s), name,

(Signature & Seal of the Tenderer)

designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of DFPCL/STL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL/STL from time to time.

1.3 DFPCL/STL reserves the right to accept at its sole and unfettered discretion any of the tenders or part thereof or to reject any or all of the tenders or split and award work between more than one CHAs without assigning any reasons whatsoever.

1.4 The CHA(s) 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".

1.5 The rates quoted by the CHA shall remain firm till the completion of job/contract period and during the extended period, if any. No escalation on any other ground shall be allowed.

2.0 DFPCL/STL not responsible for CHA(s) employees:-

The CHA(s) may employ such employees as he may think fit, and the employees so employed shall be the employees of the CHA(s) for all purpose whatsoever and shall not be deemed to be in the employment of DFPCL/STL for any purpose whatsoever. The CHA(s) shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever DFPCL/STL is held liable or responsible in any manner whatsoever for the default or omission on the part of the CHA in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the CHA(s) in respect of any matter whatsoever, DFPCL/STL shall be reimbursed by the CHA(s) for the same as also any other expenses or costs incurred by DFPCL/STL on any proceedings or litigations as a result of any claim, demand or act on the part of CHA(s) DFPCL/STL shall be entitled to claim damages or compensation from the CHA(s) in that event. The DFPCL/STL reserve its right to deduct the above stated claims/ expenses etc from the dues of the Freight.

The CHA(s) is liable to take all precautions in respect of his men and materials as per safety code. In case of any injury or casualty of CHA's employees during working hours or outside, the CHA(s) shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. DFPCL/STL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the CHA(s) or his employees. The CHA(s) shall be liable to DFPCL/STL for any act of commission or omission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to DFPCL/STL.

2.01 CHA(s) to indemnify DFPCL/STL:

(Signature & Seal of the Tenderer)

The CHA(s) shall indemnify DFPCL/STL and every officer and employee of DFPCL/STL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against DFPCL/STL for or in respect of, arising out of any failure by the CHA in the performance of his obligations under the contract documents.

2.02 Payments of claims and demands:

Should DFPCL/STL have to pay any money in respect of such claims or demands the aforesaid amount so paid and the cost incurred by DFPCL/STL shall be deducted from the CHA's bill or recovered otherwise and CHA shall not be at liberty to dispute or question the right of the DFPCL/STL to make such payments notwithstanding the same may have been made without its consent or authority or in law or otherwise to the contrary.

2.03 A CHA(s) at his own risk and cost will make goods, any damage or loss caused to plant equipment etc during execution of this contract. In this regard decision of officer in charge is final and binding to the CHA.

2.4 Insurance of Employees of CHA:-

The CHA(s) shall at its own expense carry and maintain insurance as per Employees State Insurance Act, 1948(up to date) when applicable for its employees and shall indemnify and hold harmless DFPCL/STL from all liabilities whatsoever on this account.

2.05 Dispute not to hold up works:

The successful CHAs shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to nonfulfillment of any reciprocal promise. Unilateral stoppage of work by the CHA shall be considered as a breach of contract and DFPCL/STL reserves the right to take such action as it may deem fit keeping its interest as paramount.

2.06 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

If at any time after acceptance of the tender, DFPCL/STL decide to abandon or reduce the scope of the works for any reason whatsoever and hence does not require the whole or any part of the works to be carried out by CHA, DFPCL/STL shall give notice in writing to the effect to the CHA and the CHA shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

(Signature & Seal of the Tenderer)

2.07 The time allowed for execution of the work as specified in work order/letter of acceptance of DFPCL/STL or the extended time in accordance with these condition(s) shall be essence of the contract. The date of the commencement of work shall be reckoned on the date on which the LOI is issued or written order to commence the work, whichever is later. If the CHA commits default in commencing the execution of the work as aforesaid, the DFPCL/STL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/initial security deposit absolutely beside other remedies.

2.08 The successful tenderer shall be required to execute formal agreement with DFPCL/STL within 10 days on receipt by him the letter of acceptance from DFPCL/STL in respect of his offer for carrying out the works according to terms and conditions of contract.

3.0 CHA's obligations:

3.1 The CHA(s) shall on instruction of the job coordinator immediately remove from the work any person engaged/ employed thereon who may misbehave or cause any nuisance or otherwise in the opinion of the officer in charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior permission of officer in charge in writing.

3.2 The successful CHAs shall afford all reasonable facilities and cooperation to various other agencies and CHAs for services not included in the contract, who maybe working on the site simultaneously so that the entire work can be preceded smoothly and simultaneously to a successful completion. The CHAs must take all the aforesaid factors into consideration while quoting the rates for tender and no extra charge will be allowed on any grounds arising out of or relating to the aforesaid factors.

3.3 MEDICAL TREATMENT IN CASE OF ACCIDENT.

It shall be the responsibility of the CHA to give medical treatment to his injured staff/workman/employee, who has met with an accident arising out of and during the course of employment, in case, the CHA fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the CHA's bill or from other dues of the CHA, if any or otherwise recover the same from CHA.

3.4 As a safeguard against the entry of bad elements into the DFPCL/STL premises, the CHA should get the antecedents of his representative / employees/labor verified by him before employing them.

3.5 The CHA(s) shall indemnify DFPCL/STL against any loss/injury while performing duty whether in station or out of station.

3.6 The CHA(s) shall comply with all central, State laws for the time-being in force.

(Signature & Seal of the Tenderer)

- 3.7 Any act on part of the CHA(s) or his employees which will be prejudice to the reputation of DFPCL/STL, shall constitute grave breach of condition of the contract and shall render the contract liable for termination within 48 hours notice. In such event, the security deposit held by DFPCL/STL shall be forfeited without prejudice to any other remedy to which DFPCL/STL may be entitled.
- 3.8 The CHA(s) 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 DFPCL/STL's written permission. Any breach of this condition shall entitle the DFPCL/STL to terminate the contract under clause 10 of these conditions and the CHAs/ CHA shall also be liable for payment to DFPCL/STL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted sub letting of service by the CHA(s) shall not absolve the CHA(s) of any responsibility under the contract. In the event, sufficient dues are not available to reimburse DFPCL/STL for the expenditure incurred by it for the above; the CHA shall reimburse DFPCL/STL for the same.
- 3.9 The CHA(s) should ensure that his representative and labour employed by him is confined to the specified area of work for which the contract has been awarded, it is also the responsibility of the CHA(s) to ensure that the labour so employed by him does not have to the other areas of the plants etc.
- 3.10 Entry gate passes: The CHA(s) shall make necessary arrangements for getting the entry/exit of his employees and inside/outside the factory/ plant area as per procedure laid down by DFPCL/STL from time to time.

4.00 SPECIAL TERMS AND CONDITIONS.

The Contractor 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 Contractor 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 liable on account of his operations involved under this Contract.

Contractor should possess CHA License registration in their own name and should have handled clearance and movement during last three years under the registered license at JN Port. The CHA License registration at JNPT should be valid for minimum period up to March 2021.

The Contractor shall make well 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 his

(Signature & Seal of the Tenderer)

operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable or Security Deposit of the Contractor.

5.0 PROPER CHECKING AT THE TIME OF TAKING DELIVERY OF MATERIAL

At the time of taking delivery of the materials, CHA will ensure that the material is received in good condition and it is properly sealed as per requirement. CHA(s) shall take all precautions and positive steps that are necessary to ensure the material under his charge is protected from loss, damage, contamination or deterioration and the same is delivered safely to the consignee without any shortage. Loss, if any, sustained by DFPCL/STL due to negligence on your part will be recovered from the CHA.

6.0 DELAYS IN SERVICE & BILL OF ENTRY FILLING:

A period of maximum **01 DAYS** will be allowed for delivery of Service. In case delivery period is to cross the permissible period (beyond 24 hours) it is CHA's responsibility to inform DFPCL/STL mentioning the reason. Intimation of Bill of Entry filling should be given to DFPCL/STL in 1 day advance, so that there should not be delay occur in payment of customs duties.

7.0 EMD / SECURITY DEPOSIT

In the event of contract, the CHA shall be required to submit security deposit of Rs.1 lac for the faithful execution of contract along with your technical bid proposal. The security deposit can be furnished by way of a Bank Guarantee from any nationalized or scheduled Bank excluding Rural and Cooperative Banks. 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. CHA has the option to deposit Security Deposit in the form of Demand Draft, payable at Mumbai.

No interest shall be payable on Security Deposit.

8.0 PAYMENT TERMS

Invoicing should be done in the name of DFPCL/STL at the above mentioned address of the registered office and should be supported by acknowledged copies of relevant documents. Invoice should clearly indicate your PAN, GST registration number.

Income tax as applicable shall be deducted at source as per the provision of Income Tax Act of 1961 as applicable from time to time.

9.0 FORCE MAJEURE:

(Signature & Seal of the Tenderer)

Neither CHA(s) nor DFPCL/STL shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war, hostilities, revolutions, epidemics, rebellion, mutiny, civil commotion, fire riots, earthquake, drought, floods, civil commotion, strike, act of God or due to any restraint or regulations of the State or Central Govt. or a local authority/authorities provided a notice of such occurrence is given to other CHA(s) in writing within 3 days of the occurrence of force majeure conditions, furnishing therewith a documentary evidence supporting the invoking of force majeure clause. On cessation of force majeure, the CHA (s) invoking force majeure conditions shall also give documentary evidence thereof to this effect i.e. cause of force majeure and for the duration of force majeure. In case of force majeure lasting continuously for a period of two months, both the parties should consult each other regarding the future execution of the contract. No other cause shall be considered the cause of force majeure.

10.0 TERMINATION OF CONTRACT IN FULL OR PART:

A) If the CHA(s):

- i) Fails to undertake the job after acceptance of his tender and award of work by DFPCL/STL or
- ii) At any time makes default in proceeding with the work in full or in part with due diligence and continue to do so after a notice in writing of 14 days from DFPCL/STL or
- iii) Become bankrupt or insolvent or
- iv) Make an arrangement with or assignments in favor of his creditors, or inspection of his creditors or
- v) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- vi) Have an execution levied on his goods or property on the works or
- vii) Assign, transfer, sublets the contract or any part thereof, otherwise, than if any, as provided in the contract or
- viii) Unilateral stoppage of work or
- ix) Abandon the contract or
- x) Persistently disregard the instructions of DFPCL/STL or
- xi) Fail to adhere to the agreed programmed of work or

(Signature & Seal of the Tenderer)

- xii) Contravenes any provision of contract or
 - xiii) Shall obtain a contract with DFPCL/STL as a result offering tendering or other non bona fide methods of competitive tendering or
- B) Without prejudice to any other remedy, DFPCL/STL reserves its right to adopt any or several of the following courses:-
- i) Award parallel contract and/or
 - ii) To recover from CHA any loss incurred by DFPCL/STL when the CHA unable to execute the contract and/or
 - iii) Terminate the contract and/or
 - iv) Forfeit the earnest money, security deposit and/or
 - v) To get the execution of contract for the remaining period at the risk and cost of the CHA(s) and/or
 - vi) Delist /blacklist the CHA.

11.0 ARBITRATION

The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there--under shall govern the Arbitration proceedings. Arbitration to be conducted as per Rules of Indian Council of Arbitration. Sitting of arbitration shall be Mumbai.

12.0 JURISDICTION

In the event any matter concerning the implementation, interpretation or rights and liabilities, determination and for any interim-relief under Arbitration and Conciliation Act, the Courts at Panvel shall have exclusive Jurisdiction to try or entertain the same.

(Signature & Seal of the Tenderer)

**For DEEPAK FERTILISERS AND PETROCHEMICALS
CORPN. LTD/SMARTCHEM TECHNOLOGIES LTD.**

**Srikanta Behera
General Manager (COMMERCIAL)**

ALL THE TERMS AND CONDITIONS OF TECHNICAL TENDER DOCUMENT ARE ACCEPTED.

Dated : (Signature & Seal of the Tenderer)

Place :

(Signature & Seal of the Tenderer)

ANNEXURE -A**INFORMATION REGARDING TECHNICAL QUALIFICATION**

1. Name of CHA (M/s.) -
2. Address of Regd. Office -
(With documentary evidence)
3. Name of Contact Person
With address -
4. Telephone Number (s) -
5. Fax Number (s) -
6. E-Mail -
- 7.* Details of Firm
 - a) Date of Establishment -
 - b) Registration No -
 - c) Valid up to -
- 8.* Type of Firm -
Whether Proprietorship/
Partnership/Public Limited/
Private Limited
- 9.* Name & Address of -
Proprietor/Partner/Director -
Tel.No. & Fax No., Office -
- 10.* GST No & date -
- 12.* PAN No. -
- 13.* Certified copy of GST
Registration No. Issued by GST -
- 14.*Copy of Balance Sheet for Last 3 Years or Acknowledged copy of I.T. Returns:

2016 – 17	To be attached
2017 – 18	To be attached
2018 – 19	To be attached
- 15.*Original Copy of Solvency Certificate To be attached

(Signature & Seal of the Tenderer)

16. Details of Bank Account:

Account Number:
 Name & Branch Code: & branch code
 RTGS/ NEFT/ IFSC Code:

17.* Details of Past Experience/contracts executed to Fertilizer/Chemical companies in last three years

S.No.	Name of the Organization	PO No & Period of Order	Value of Order Executed (Rs.)

(Please attach separate sheet for additional information)

Copy of Purchase Order or Performance Certificate issued by the Organizations served / being served in support of above to be enclosed.

Have the Firm ever been De-listed/Blacklisted by any PSU/Co-operative/reputed Private Sector Organization:
 (Undertaking to be given as per Annexure "B")

Any Relationship with DFPCL/STL Employee:
 (Undertaking to be given as per clause No. 1.5)

If any other sister concern has applied for this tender:

21. Any other relevant information:

Date: _____

Signature with Seal

(Proprietor/Partner/Managing Director/Director)

* **Documentary Proof to be enclosed.**

NOTE: - Furnishing of False/Incomplete Information with the application would lead to Rejection of application.

(Signature & Seal of the Tenderer)

ANNEXURE-B

I XXXXX S/o Sh. XXXX aged XX years working as Managing Director / Authorized Signatory on behalf of M/s XXXXXXXX having registered office at XXXXXXX

Hereby solemnly affirm and declare as under:

- (a) That no other Firm / Sister concern/ Associate belonging to the same group is participating / submitting this tender.
- (b) That the bidder, their associate, sister concern etc. have not been blacklisted / de-listed or put on holiday by any Institutional Agency/ Govt. Dept./ Public Sector Undertaking in the last two years.

In case any information or fact is found untrue or false, I may be disqualified / debarred from all future dealings with DFPCL/STL.

Dated: (Signature of Authorized Representative)

Place: (Seal of the Firm)

INFRASTRUCTURE / HUMAN RESOURCE:

- 1. Total number of persons employed:
- 2. No. of branch offices: 0

- 3. Logistics infrastructure possessed: Non asset based company.

(Signature of the Tenderer & Seal)

(Signature & Seal of the Tenderer)

Annexure C.		
Rate;; for Air Consignment		
Sr.no	Descriptioni	Applicable retes
1	Agency Charges + Examination Charges	
2	Customs Duty,MBPT Charges,Stamp duty,Shipping Company Charges,ICD Charges,Customs/ICD overtime,Survey Fees, Crane, Forklift & Labour Charges,Any Charges of direct	
3	Examination Expenses	
4	Bond Charges	
5	License Debiting Charges	
6	License registration & Cancellation Charges DEEC/SHIS	
7	Re-Import of Repaired Machinery	
8	Transport Charges	
	Taxi	
	Tempo	-
	Truck	

(Signature & Seal of the Tenderer)

		Trailer	
		Vehicle for ODC Cargo	
10	GST		

(Signature & Seal of the Tenderer)

Annexure D		
Rates for Sea Consignment		
Sr.n	Description	Applicable rates
1	Agency Charges + Examination Charges	
2	Customs Duty, MBPT Charges, Stamp Duty, Shipping Company Charges, ICD Charges, Customs/ICD overtime, Survey	
	FCL Container Handling Charges	
	LCL Container Handling Charges	
3	Bond Charges	
4	License Debiting Charges	
5	License registration & Cancellation Charges DEEC/SHIS	
6	Re-Import of Repaired Machinery	
7	Transport Charges	
	Taxi	
	Tempo	
	Truck	
	Trailer	
	Vehicle for ODC Cargo	
9	GST	

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)