



**SMARTCHEM TECHNOLOGIES LIMITED**  
Sai Hira, Survey No. 93, Mundhwa, Pune - 411036

<b>TENDER REF</b>	CHA & TRANSPORT SERVICES / JNPT / AN / 2019 – 20 / PUNE
<b>DATE</b>	25 March' 2019.

**Subject : CHA and Transport Services for Export of Ammonium Nitrate at JNPT.**

We invite quotations on Rate Contract basis for CHA Services and Transportation of Export Shipments of Ammonium Nitrate at JNPT.

The Tender form consisting of all details like scope, quantity, terms & conditions is enclosed herewith. If the business interests you, you may submit your sealed bids so as to reach the undersigned at the above mentioned address of our **Pune Office latest by 31<sup>th</sup> March 2019 before 5:00 P.M.** Quotations received thereafter shall not be considered.

Shortlisted CHA will be informed to participate in the Online Reverse Auction event which is tentatively planned during **April' 2019**. The event date will be intimated subsequently.

In case of any queries you may contact our Job Controller Shri. Pradip Kale at Pune office on Telephone No: 020 – 66458185 or Cell No. 9821776377.

Thanking You,

FOR SMARTCHEM TECHNOLOGIES LTD.

DGM – PURCHASE  
Procurement & Services Dept., Pune

Encl. : a/a



**SMARTCHEM TECHNOLOGIES LIMITED**  
Sai Hira, Survey No. 93, Mundhwa, Pune - 411036

**TENDER REF: CHA & TRANSPORT SERVICES / JNPT / AN / 2019 – 20 / PUNE**

**RATE CONTRACT FOR CHA SERVICES & TRANSPORTATION OF EXPORT SHIPMENTS  
OF AMMONIUM NITRATE AT JNPT.**

*01<sup>st</sup> May 2019 TO 30<sup>th</sup> April 2020.*

(On party's letterhead)

Ref:

Date:

DGM – Purchase.  
Procurement & Services Department  
Smartchem Technologies Limited  
Sai Hira,  
Survey No. 93,  
Mundhwa,  
Pune - 411036

Dear Sir,

Sub: CHA Services and Transportation of Export Shipments of Ammonium Nitrate at JNPT.

I / We have carefully studied the terms and conditions given in the Tender Schedule – I and agree to abide by all the terms and conditions. I / We fully understand that these will form an integral part of the Contract for the successful bidders.

I / We hereby submit Schedule of Rates (Schedule – II) filled in and sealed.

D.D. No./Pay Order No. . . . . dated . . . . . for Rs. 50,000 /- (Rupees Fifty Thousand only) drawn on . . . . . payable at . . . . . towards Earnest Money Deposit is enclosed herewith.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)  
Affix Rubber Stamp

STATUS – (Capacity in which signatory is signing)

- Encl: 1. SCHEDULE I & EMD - GENERAL TERMS AND CONDITIONS duly stamped, signed by Tenderer at each page and sealed in envelope.  
- EMD  
2. SCHEDULE II - SCHEDULE OF RATES duly filled in stamped, signed by Tenderer on each page and sealed in envelope.  
3. List of pre-qualification documents/information attached.

SMARTCHEM TECHNOLOGIES LIMITED

**INSTRUCTIONS TO THE BIDDER**

The following procedure shall be adopted for the submission of quotations.

Quotations forwarded through email shall not be qualified for this Tender.

The sealed envelopes should be submitted as follows: -

**Envelope No. 1.**

To be superscribed "Earnest Money & Commercial Terms" for Tender Reference CHA & TRANSPORT SERVICES / JNPT / AN / 2019 – 20 / PUNE and should contain –

- ◆ Demand Draft/Pay Order in favour of Smartchem Technologies Limited, payable at Pune for **Rupees. Fifty Thousand Only. Demand Draft / Pay Order will be accepted.** The Earnest Money Deposit (EMD) furnished by bidders will be exclusively for this Tender and will not carry any interest.

(Note: Contractors engaged in our current Export CHA Services Job are exempted for submission of EMD)

- ◆ 'Commercial Terms' should contain the following :

- (i) Schedule–I confirming acceptance of all the terms and conditions as stipulated therein ;
- (ii) Pre-qualification documents / information.

- a) Letter of Authority from Tenderer.
- b) General Information (in the proforma, prescribed by the Company)
- c) Infrastructure / Resource (in the proforma, prescribed by the Company)
- d) Photocopy of valid CHA Licence registration in own name with Customs at JNPT / NSICT / GTI.
- e) Experience for last three years (in the proforma, prescribed by the Company)
- f) Details of blacklisting / disqualification / forfeiture of B.G. / S.D. (in the proforma, prescribed by the Company)
- g) Latest Income-Tax clearance certificate along with Income Tax returns for last three years.
- h) Certified copy of registered Partnership deed / Memorandum of Association/Articles of Association/ by-laws as applicable.
- i) Balance Sheet for last three years.
- j) Copy of PAN registration, GST registration.

(Note: Contractors engaged in our current Export CHA Services Job are exempted for submission of above mentioned prequalification documents)

**Envelope No. 2** : To be superscribed "SCHEDULE - II" and should contain Schedule – II duly filled in, stamped and initialed by Authorised signatory.

Both the above envelopes should be submitted in one cover (**Envelope No.3**) and be superscribed - "**Tender Ref. CHA & TRANSPORT SERVICES / JNPT / AN / 2019 – 20 / PUNE**"

**Envelope No. 3 will be opened on a scheduled date by a Committee appointed by STL and not in the presence of the bidders.** Envelope No. 1 will be opened first, and it will be verified that the bidder has submitted EMD in the prescribed form as applicable, all the terms and conditions of the Tender documents are acceptable to the Contractor and all the required pre-qualification documents / info are furnished. Mere submission of all the documents will not necessarily mean that the bidder is qualified. Worthiness assessed by the Company will be final and binding on the Tenderer. Envelope No. 2 of the bidders technically qualified by our Job Controller shall only be opened by the Committee.

- 1.0 The Company reserves the right to either issue or reject the Tender documents to any parties without assigning any reasons.
- 2.0 Firms/Company's having one or more common partners / proprietor / directors only one Tender document will be entertained.
- 3.0 **ACCEPTANCE AND COMMENCEMENT OF WORK**
- 3.01 The Contractor on acceptance of Tender by the Company shall commence the work, subject to completion of formalities pertaining to Security deposit and Agreement within the stipulated period, on receipt of Purchase Order. However, if the Contractor fails to commence work within 7 (seven) days from the stipulated day as stated above, they will be disqualified and not allowed carry-out the work during the period of Contract and the Earnest Money Deposit shall be forfeited at the sole discretion of the Company.
- 3.02 It is understood by the Contractor that generally, the lowest Tender shall be selected. The remaining Tenders shall be kept in reserve and may, in accordance with the process specified in the Tender document, be invited to match the Tender submitted by the lowest tenderer in case such lowest tenderer withdraws or is not selected for any reason. In the event that none of the other tenderers match the bid of the lowest bidder, the Company may in its discretion invite fresh bids from the remaining tenderers or annul the Tender process as the case may be.
- 3.03 The Tenderer, after studying all Tender documents carefully and after visiting the site for satisfying itself of the conditions, business conditions, location and accessibility of the site, nature, extent and character of the operations, may obtain all clarifications in writing before Tendering. Submission of Tender implies that the Tenderer has obtained all the clarifications required, read and understood the conditions of the Tender.

**The Tenderer should quote the rates in (INR) Rupees explicitly for the period 01 May 2019 to 30 April 2020 in the format specified at Schedule II.** The quoted rates should be rounded off to the nearest rupee.

- 3.04 **Tenderer should ensure that rates quoted at Schedule II should cover each and every rate component of Schedule II.**

- 3.05 The rates quoted in the Tender are to hold good for a minimum period of 60 days from the date of receipt of the bids. The rates are to be confirmed by both the parties before executing the Contract and these rates will be valid for the entire period of Contract inclusive of extension / extensions.
- 3.06 No Tenderer can withdraw his Tender or revoke or revise the rates within the aforesaid period of 60 days but under no circumstances after the granting of the Tender.
- 3.08 If the Tender submitted is not in the name of any Individual, the Tenderer shall disclose the nature, constitution and registration of the Tendering firm/company/ LLP and the Tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents (such as Letter of Authority, Power of Attorney, Board Resolution etc) which, or a duly certified copy of the same, shall be attached with the Tender.

3.09 Service of Notice of Contract:

The Contractor shall furnish the name, designation and address and all communications, notices, letters and references shall be deemed to have been duly given to the Contractors if delivered to the Contractor or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of Contract by company / partnership firm, any change in the constitution of its firm shall be forthwith notified by the Contractor with documentary proof to the Company.

4.0 **VALIDITY OF OFFER :**

The acceptance of Tender will rest with the Company and reserves to itself the right -

- (i) To reject any or all Tenders
- (ii) To reject the Tender on the basis of unsatisfactory performance of the Tenderer in previous Contracts with the Company.
- (iii) Out of firms/company/LLP having one or more common partners/proprietors/directors, offer of only one firm/company/LLP will be valid at sole discretion of Company.
- (iv) To conduct online reverse auction or negotiate with one or more Tenderers for revision of rates downwards if the Company feels that rates so received are not appropriate.
- (v) To split up work amongst two or more Tenderers.
- (vi) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.

5.0 The Tender document should have annexed thereto an initialed copy of the General Terms and Conditions and initialed copy of the Contract indicating acceptance of all the General terms and conditions and the Main Contract. The Person initiating shall be appropriately identified, authorized and supported by authorization.

6.0 **AMENDMENT TO RFQ**

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 Vendor/ Tenderer, modify the NIT by amendment. The amendment will be notified in writing to all prospective Vendor/ Tenderer who have received

the NIT and the amendment will be binding on them. In order to afford prospective Vendor/ Tenderer 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.

**7.0 SUBMISSION OF TENDERS:**

The Vendor/ Tenderer 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 Vendor/ Tenderer shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date.

Late tender will not be accepted / received.

- 8.0 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.
- 9.0 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.
- 10.0 The Vendor/ Tenderer are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.
- 11.0 If the Vendor/ Tenderer 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.
- 12.0 Not more than one tender will be submitted by one Vendor / Tenderer for the same work.
- 13.0 The Vendor/ Tenderer 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 Vendor/ Tenderer, who resort to canvassing, will be rejected outright.

## SCHEDULE – I

### SMARTCHEM TECHNOLOGIES LIMITED

SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036.

#### GENERAL TERMS AND CONDITIONS OF CONTRACT

##### **1.0 DEFINITION**

- 1.01 “Company/STL” shall mean “Smartchem Technologies Limited”, having its Registered Office at Sai Hira, Survey No. 93, Mundhwa, Pune – 411036 (which expression shall Unless repugnant to the context or meaning thereof, include its successors and assigns).
- 1.02 The “Contractor/Tenderer” shall mean the CHA whose quotation has been accepted and shall include his legal representatives, heirs, administrators, successors and assigns.
- 1.03 The “Contract” shall mean the Service Order/ Contract/ Agreement, awarded to Contractor, and shall include these general terms and conditions, all its attachments and exhibits.
- 1.04 The “Job Controller” shall mean the Officer in administrative charge for the Ammonium Nitrate export shipments.
- 1.05 “Act” & “Rules” shall mean and include Carriage by Road Act, 2007 and Carried by Road Rules, 2011, Motor Vehicles Act, 1988 and its Rules, and Rules read with Ammonium Nitrate Rules, 2012 and amendments made thereto from time to time.
- 1.06 “Load” shall mean material/Ammonium Nitrate entrusted to the Contractor at Taloja.
- 1.07 “Taloja” shall mean our works at Plot No. K7 & K8, Taloja, MIDC Industrial Area, District – Raigad, Maharashtra.
- 1.08 “TEU” shall mean 20' Equivalent unit. i.e 20' Containers

##### **2.0 SCOPE**

Customs classification of our product is as mentioned below:

Details	Ammonium Nitrate
UN No	1942
IMDG Code Page	5122
Class	5.1
BPT CAT	C
MFAG Table	610

Ammonium Nitrate is manufactured, and factory packed at Company's works at Taloja.

Ammonium Nitrate (Cargo packed in 25/50 Kgs Polywoven bags) - TEU's weighing 21.50 MT's to 22.50 MT's - (Cargo packed in 1000 Kgs Polywoven bags) - TEU's weighing about 20.50 MT's.

Your scope of service for export shipments of Ammonium Nitrate shall include, but not limited to the following:



(A) **CHA, CUSTOMS & PORT DOCUMENTATION :**

- Contractor has to comply with Ammonium Nitrate Rules as per Ministry of Commerce and Industry notification [http://www.dipp.gov.in/English/acts\\_rules/Acts/Acts/asps](http://www.dipp.gov.in/English/acts_rules/Acts/Acts/asps).
- We shall try to give you intimation of shipments 24 hours in advance, however in exceptional cases mobilization will be required to be done on a short notice.
- Contractor shall give notice to the conservator of the port before 48 hours that Contractor intends to bring Ammonium Nitrate to port for export and shall not bring ammonium nitrate to any part of the port without prior permission in writing from the said officer.
- ***Depute a competent person for the Supervision of Container stuffing at Taloja, coordinating for sealing of Containers at Taloja. To ensure loading of damage free material. Also, to inspect empty Container for External & Internal damage and inform us accordingly.***
- Filling & Passing of Shipping Bills in Customs as free shipping bill / against Advance License / with Duty Drawback, EPCG, FMS, FPS, IEIS etc. as the case maybe including Saturday, Sunday & Holidays and arranging out of charge.
- Contractor has to do Hazardous placarding for each Container. If required, they will be required to arrange for printing of stickers for the same.
- All Shipments will be required to be Electronically photographed from all four sides for placarding and for all the undermentioned stages. The photographs should be emailed to the Job Controller.
  - Empty Container prior to loading.
  - Half Stuffed Container.
  - Fully Stuffed Container prior to Sealing the doors of Containers.
  - From all 4 sides after placarding.
- Completing E-VGM formalities from shipping Line including Saturday, Sunday & Public Holidays.
- Depute a competent person exclusively for supervision of Container at Parking Plaza before LEO.
- Container offload into Port and if buffer with prior approval from Job controller and Its Contractor responsibility for movement of these container from Buffer to Port. If Buffer yard is not willing to do movement due to any reason and asking for Private Buffer movement all charges will be borne by CHA. (Offloading Charges paid by CHA).
- Container Selected for Open Examination under E – sealing should be arranged by Contractor to designated Buffer Yard and after examination, contractor should co-ordinate with Shipping Agent for Agent Seal.
- Submitting the GATE IN receipt copy within 3 working days after container has been gated in the port.
- Providing endorsement on Shipping Bills as free shipping bill / against Advance License / with Duty Drawback, EPCG, FMS, FPS, IEIS etc. as the case maybe.
- Co-Ordination with shipping agent for examination by customs if required before loading on nominated vessels.
- Original Exporter copy of Shipping Bill, Self-Attested Stuffing (Custom) Invoice and Packing List, TAX / Excise Invoices (Original & Duplicate) Lorry receipt, R-11B should be submitted to our Pune office within 3 working days after shipping documents handed over to shipping line agent at port.
- Advance License registration at Customs if any.

- EPCG License registration at customs if any.
- Obtaining factory stuffing permission or Self-sealing permission if required.
- Shipping Bill amendment if any.
- Providing endorsement on Nominated Certificate of Origin from chamber of commerce and legalization on specified documents from Embassies in Mumbai & Delhi, if required from time to time.
- **To Provide One competent person at our Pune Office for our Export documentation work.** The services of the competent person deployed for documentation will be required during 09:30 AM to 6:45 PM on Monday to Saturday. The person may also require for doing outdoor work and may go to Mumbai for observe container stuffing. Such person shall be deployed subject to confirmation of our Job Controller and mobilisation period shall not exceed 1 month from the date of intimation. If awarded Contractor not able to provide competent person in approved quote then STL reserve right to appoint a person from outsource agency and any differential salary of that person would be recover from respective Contractor.
- To ensure employees deployed at Talaja for stuffing supervision should cover under ESIC rules and includes third party liabilities to indemnify us for any incidental costs & consequences arising out of the same.
- Supervisor deployed at Talaja should have the required safety gears like safety shoes, Helmet, safety googles etc. available with them at any point of time and failure to provide the same will compel the checking authority to reject.
- Any other specific jobs as required but not mentioned herein for completion of the export shipment.

**(B) TRANSPORTATION :**

- Lifting of empty Containers from the Container yard as instructed by the Shipping Agent and their transportation to our Talaja works as per the schedule confirmed by our Job Controller. The empty containers should be clean from inside & seaworthy. In case containers are found to be rusty / damaged, they will be rejected, and any incidental cost will be to your account.
- The Container should reach our Talaja works at 08:30 AM, 06:00 PM and 09:30 PM on any given day. Penalty of Rs. 1000/- per Container will be levied in case of delay. Also, if in case Container is not gated in the port on schedule time due to delay in arrival at Talaja works, then all charges like Buffer charges, Special service rate and miscellaneous charges etc., will be borne by the Contractor.
- Minimum free time towards stuffing and loading will be 24 Hrs for from the time the Container reaches our Talaja works.
- Transportation of stuffed containers from Talaja to **JNPT / NSICT/ GTI** Port.
- Trucks deployed should comply with the rules and regulations laid down from time to time and should carry a fitness certificate issued by the appropriate authority. Trucks offered for transportation should be in perfect road and carrier worthy condition and fully manned by competent personnel and equipped with proper and valid license for the purpose.
- Every Truck must have a valid registration, permit sanction and must meet safety requirement as may be required by any law, regulation or otherwise. The Trucks deputed at our Factory at Talaja should have the required safety gears available with them at any point of time and failure to provide the same will compel the checking authority to reject the Truck without loading the material
- Contractor shall at their own expense maintain insurance for their vehicles, equipments, Supervisors, drivers, cleaners, etc including third parties and indemnify us from any liability.
- 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.

- Any other specific jobs as required but not mentioned herein for completion of the export shipment.

**(C) VEHICLE PLACEMENT AND MOVEMENT :**

- Trucks should be deployed at nominated plant along with following documents and as per schedule confirmed by Job Controller from time to time.
  - Lorry Receipt.
  - Police verified driver identification details/ certificate.
  - Valid driving licence.
  - Transporters authorized representative photo and signature to sign LR.
  - Drivers current address and mobile number.
  - Vehicle registration Certificate.
- The vehicle engaged in transport of the Ammonium Nitrate shall be attended by only such drivers or cleaners, whose antecedents are verified by the local police and list of such drivers or cleaners along with personal particulars should be made available to the local police in advance to carry out the verification and the re-verification of such drivers or cleaners, which should be carried out at regular intervals ie. Once in five years.
- Two able body-guard to be provided along with vehicle placed for loading, transporter should provide their identity, residence proof, references and contact numbers.
- Drivers, Cleaners, Bodyguards should not be below 18 years old or should not be mentally or physically challenged. They should not be in state of intoxication during carrying the Container.
- Vehicle should carry two Fire Extinguishers of Min 5 Kg capacity and one of the extinguishers shall be capable of dealing with fire involving electric circuits and the other with other inflammable components.
- Fire Extinguishers shall be kept in good working condition, shall be placed where they shall be convenient and ready for immediate use, shall be examined and recharged according to the manufacturer's recommendations.
- Additionally, Contractor must comply with the following:
  - Giving information about any major breakdown of the truck/trailer to Company and local police.
  - Operating the truck / trailer as per the agreed route map.
  - Arranging Police escorts wherever applicable.
  - All the vehicle deployed should be fitted with GPS Systems. If required such GPS System will be provided by us on returnable basis.
  - Ammonium Nitrate Rules as per Ministry of Commerce and Industry notification [http://www.dipp.gov.in/English/acts\\_rules/Acts/Acts/asps](http://www.dipp.gov.in/English/acts_rules/Acts/Acts/asps)

### 3.0 **ESTIMATED QUANTITY :**

The Annual estimated quantity will be as mentioned below :

Product	TEU's	Gross Total
	JNPT/NSICT/GTI	
Ammonium Nitrate	1820	<b>1820 TEU's</b>

The above mentioned quantity is on basis of estimates and is likely to vary.

### 4.0 **RATE :**

4.01 The Rate will remain unchanged for the Order validity for any reason whatsoever except for reasons mentioned under clause 4.02.

4.02 (a) Diesel price revision in case of freight charges. Freight rate per container will be adjusted as per the under mentioned formula when there is an increase / decrease of more than 5% as compared to the base Diesel price.

Increase / Decrease in Diesel price per Ltr. (Diff. between the Base price and the revised price as declared by the Govt. of India. **X** Distance

-----  
3 Kms **X** 1 Container

***The revised Diesel Price shall be reviewed twice in a month basis. ie. Diesel Rate applicable on 1<sup>st</sup> and 16<sup>th</sup> of every month and as published on IOCL website.***  
Base Diesel price for this Contract will be the Diesel price prevailing at Taloja as on the last date of Tender submission of **31.03.2019**. Distance to & fro be considered for JN Port will be 100 Kms.

(b) Revision in Receipted charges like EDI Documentation / CMC charges.

### 5.0 **SECURITY DEPOSIT**

5.01 Upon the Company's issue of LOI/P.O., the successful Contractor shall deposit with Company, interest free Security Deposit calculated on the Contract value at the following rates for due and faithful performance of the Contract either by Demand Draft payable at Pune or in form of Bank Guarantee of nationalized bank or reputed private bank in the proforma prescribed by the Company. The Earnest Money Deposit shall be forfeited in case the above cited Security Deposit / Bank Guarantee is not furnished to the Company.

Security Deposit of 10% of the Total Contract Value will be tendered by you on commencement of the Contract. The Security Deposit amount furnished will be rounded off to the closest multiple of Rs.5000/-.

- 5.02 The Security Deposit furnished by the Contractor shall not carry any interest.
- 5.03 The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the Contract. The Company shall be at liberty to deduct and appropriate from the Security Deposit any losses, damages, penalties and dues as may be payable by the Contractor under the Contract and the amount by which the Security Deposit is reduced by such appropriation will be made good by further deduction from the Contractor's subsequent interim bills until the Security Deposit is restored to its full limit mentioned above.
- 5.04 On satisfactory performance and completion of the Contract in all respects and upon return in good condition of any property belonging to the Company which may have been issued to the Contractor the Security Deposit will be returned to the Contractor without any interest on presentation of "NO DEMAND CERTIFICATE" from Job Controller.

## **6.0 DETENTION CHARGES**

Detention charges will not be a payable at both loading & unloading point.

## **7.0 DAMAGES**

Contractor shall make good at its cost any damage to Company's property 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 damages from the dues payable.

## **8.0 INSURANCE**

Contractor shall at his own expense maintain Insurance for his vehicles, equipment, employees etc including third parties and indemnify the Company from any liability. Resources deployed at Taloja Works for supervision should have Accidental Insurance coverage of min Rs. 10.0 Lacs and Mediclaim Insurance coverage of min Rs. 3.0 Lacs.

## **9.0 TERMS OF PAYMENT**

Payment will be made within 60 days from the date of submission of Invoice or within 67 days from date of submission of Invoice through RTGS. Invoices with supporting receipts and documents to be submitted at our Pune Office within 5 days from the date of shipment

Payment required to be made to the Shipping Agents / Statutory / Govt / Quasi Govt / Municipal authorities directly will be paid by Contractor on Company behalf and it will be reimbursed on submission of original receipts.

Reconciliation shall be done once in every 6 months however monthly status will be given by Contractor. Outstanding statements in the format approved by the Company only to be provided.

## **10.0 SERVICE OF NOTICE OF CONTRACT**

The Contractor shall furnish the name, designation and address and all communications, notices, letters and references shall be deemed to have been duly given to the Contractors if delivered to the Contractor or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of Contract by company / partnership firm, any change in the constitution of its firm shall be forthwith notified by the Contractor with documentary proof to the Company.

## **11.0 COMMENCEMENT OF WORK :**

The Contract comes into effect with the furnishing of Security Deposit / Bank Guarantee. The Contractor shall commence the work on receipt of the LOI / Service Order. In case work has already commenced, then it will be deemed as acceptance of the Contract with all the terms & conditions mentioned in this Tender. If the Contractor fails to commence work within 7 (seven) days thereafter, he will not be allowed to work during the period of Contract and the Deposits lying with the Company shall be forfeited.

## **12.0 PERIOD OF CONTRACT**

The period of contract is from **01 May 2019 to 30 April 2020**. However, the Company will be entitled to terminate the Contract without assigning any reasons by giving 15 days notice, if in the opinion of the Company, the performance of the Contractor is not satisfactory. The Contract may be extended for a further period as required on the same rates, terms and conditions at the sole discretion of the Company.

## **13.0 PERFORMANCE / TERMINATION OF THE CONTRACT**

13.01 If the Contractor is unable or fails or neglects to execute the work covered by the Contract, any loss incurred by the Company in this respect will be on Contractor's account. The Company at entire discretion may terminate the Contract in part or in full after giving 7 (seven) days notice in writing to the Contractor, if, in its opinion, the work under the Contract is not being done to its satisfaction in accordance with the terms and conditions of the Contract or to the parameters set by the Company as per the Schedules annexed to the Tender. The Company will have the right, in such an event, to get the job done by a third party in part or full at the risk and cost of the Contractor.

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

## **14.0 INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY**

14.01 Should the Contractor's preparation for the commencement of work or any portion of it, or his subsequent rate of progress be, for any cause whatsoever, go slow in the opinion of the Company (which shall be conclusive) that the Contractor will be unable to complete the work

or any portion thereof, as agreed upon or should the Contractor neglect to comply with any directions given to Contractor by the Company, or in any respect fail to perform the Contract, the Company shall have power to declare the Contract to have come to an end, in which case the Contractor shall be liable for any expenses, loss or damage which the Company may incur, or sustain by reason of or in connection with the Contractor's default.

- 14.02 In the interim the Company notwithstanding non-termination of the Contract engage a new Contractor or set of Contractors at terms and conditions mutually agreeable between the Company and the new Contractors and set of Contractors. The Original Contractor shall not have any say in the same and shall not object to or challenge the acts of the Company.

## **15.0 ASSIGNMENT OR SUB - LETTING OF CONTRACT**

- 15.01 The Contractor shall not assign or sublet 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 the Company. The Company shall be entitled to withhold such consent without assigning any reason or ground. Any breach of this condition shall entitle the Company to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to the Company 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 the Company and shall not release the Contractor of any responsibility under the Contract. In the event of sufficient dues not being available to compensate for the above, the Contractor shall reimburse the Company for the same by making payment through a Demand Draft.
- 15.02 Company shall have a right to assign its rights and obligations under this Contract to any Associates / affiliates / subsidiaries / joint ventures partner, etc., any time during the subsistence of this Contract on the same terms and conditions without notice or consent to other party. Subject to the foregoing, this Contract shall inure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation / merger / demerger / joint venture of any party) and permitted assigns.

## **16.0 INDEMNITY**

Without prejudice to any other provisions in these conditions, the Contractor shall be bound to keep the Company, its Directors or any representative or employee of the Company fully indemnified against any action, claim, cost penalties 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, the Company has to take-over the liability, the Company 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 the Company to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to the Company.

## **17.0 CONTRACTOR TO COMPLY WITH ALL LAWS ETC.**

- 17.01 The CHA License should be in the name of Contractor/ Vendor who is quoting for this Contract. Contractor/ CHA should have own registration with Customs at JNPT / NSICT / GTI and proven track record of export operations under the same License for period of **last 5 years**.
- 17.02 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 Licences and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be leviable on account of its operations involved under this Contract. Non-compliance of ally laws, rules and regulations shall amount to breach of contract terms and automatic termination of the contract.
- 17.03 The Contractor shall make good at its own cost any damage to the property of the Company or any other body, persons, local authorities etc due to or arising from its 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.

## **18.0 THE COMPANY'S LIEN ON ALL MONEYS DUE :**

The Company shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents, and/or also on and over the deposit or security amount or amounts made under the Contract and which may become payable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Company by the Contractor either alone or jointly with another or others and either under this or under any other Contract or transaction of any nature whatsoever between the Company and the Contractor, and further that the Company shall at all times be entitled to deduct the said debt or sum due by the Contractor from the moneys, securities or deposit which may become payable to the Contractor under these presents.

## **19.0 COMPENSATION FOR NON-COMMENCEMENT / DELAY IN THE COMPLETION OF WORK.**

Time shall be regarded as the essence of the Contract and delay / failure on the part of the Contractor to start the work as per agreed schedule shall entitle the Company to the following :

- a) The Contractor will not be allowed to work during the period of Contract and the deposit lying with the Company shall be forfeited.
- b) Get the work done through any other party at the risk and cost to the Contractor.
- c) All penalty deduction will be at the discretion of Job Controller.



## **20.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC**

The rates specified in the Tender should be inclusive of all Taxes, Toll, Incidental Charges, Duties of any kind, Fees, Royalty or Naka Commission in respect of the Contract.

## **21.0 CONTRACTOR NOT TO ENGAGE UNSUITABLE EMPLOYEES**

The Contractor shall on instructions of the Job Controller immediately dismiss, from the site any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of the Job Controller not a fit person to be retained on works. Such person shall not be again employed or allowed on the works without the prior written permission of the Job Controller.

## **22.0 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR**

If you do not commence the work and operate in the manner stipulated in the Contract or repeated occurrences of any one or more of the following events / contingencies is noticed, STL shall have the right to terminate the Contract. No compensation shall be payable by STL towards such termination.

- \* Failure to carry out the work in conformance with the Contract.
- \* If you abandon the work.
- \* Distress execution or other legal process being levied upon any of the Your goods and assets.
- \* If during the continuance of the contract you become bankrupt, or make any arrangement or composition with your creditors or permit any exemption to be levied or go into liquidation.

## **23.0 DECLARATION OF TENDERERS/CONTRACTORS RELATION WITH STL EMPLOYEE(S) :**

Should a Tenderers/ Contractors have a relation or in the case of a firm, one or more of its partners a relation or relations employed in STL or in case of company any of its official or relations employed in 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 STL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of STL is/ are employed, with the Tenderers/ Contractors, name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of STL is/ are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to STL from time to time. If the Tenderer/ Supplier fails to inform the same, STL shall at sole discretion may reject the tender or rescind the contract.

**24.0** The rates quoted by the Tenderers/ Contractors shall remain firm till the completion of Contract

period and also during the extended period if any. No escalation on any other ground shall be allowed.

## **25.0 MATTERS FINALLY DETERMINED BY THE COMPANY**

All disputes or differences of any kind whatever arising out of or in connection with the Contract, whether during the progress of the work or after the completion and whether before or after the determination of the Contract, shall be referred by the Contractor to the Company and the Company shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by the Company or by the Job Controller on behalf of the Company which matters are referred to hereinafter as accepted matters shall be final conclusive and binding upon the Contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

## **26.0 CONFIDENTIALITY**

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Contractor 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. Contractor/ Tenderer and/or personnel may disclose the information to an employee of Contractor, or a government agency or other regulating authority if required.

But only insofar as this is necessary either to carry out its duties under the contract/ agreement or comply with any existing law, and under intimation to "Company". The Contractor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

## **27.0 FORCE MAJEURE**

Neither the Company nor the Contractor shall be considered in default in performance of its/his obligations under this Contract, if such performance is prevented/delayed due to war, hostilities, revolution, Civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic, fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

## **28.0 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.

**29.0 SETTLEMENT OF DISPUTES**

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 Pune shall have the exclusive jurisdiction over this Agreement.

**30.0 JURISDICTION :**

The Court in Pune, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matters whatsoever arising out of this Tender/ RFQ or any agreement entered between the Contractor and Company.

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## **BANK GUARANTEE**

**BANK GUARANTEE No. \_\_\_\_\_ dated \_\_\_\_\_**

**To,**  
M/s. Smartchem Technologies Ltd.,  
Sai Hira, Survey no. 93,  
Mundhwa, Pune – 411036, Maharashtra

This Bank Guarantee executed by the \_\_\_\_\_ (Bank name) a banking Company under the Banking Companies (Acquisition and Transfer of Undertakings Act 1970, having Head Office at \_\_\_\_\_, and having a branch office at \_\_\_\_\_ (hereinafter referred to as the “Bank”) are held firmly bound to \_\_\_\_\_ (**Vendor Name**) having its registered office at \_\_\_\_\_ (**address of Vendor**), (hereinafter referred to as “**the Contractor**”) by these presents hereinafter.

WHEREAS the Contractor have entered into a Purchase Order/ Letter of Intent/ Contract dated \_\_\_\_\_ (hereinafter referred to as “Contract/ Purchase Order”) with your Company, for \_\_\_\_\_ (**nature of Work**) on the terms and conditions contained therein.

AND WHEREAS it is provided in the said Contract that the Vendor shall keep deposited with you security deposit of 10% of the total contract value i.e. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) till the expiry of warranty period as agreed in the said Contract in the form of Bank Guarantee (BG) in your favour in lieu of such **Security Deposit**.

The expression “the Company” “the Contractor” and “the Bank” wherever in context appears shall mean and include its successors-in-interest and permitted assigns).

**NOW, we \_\_\_\_\_ (name of the Bank) having branch office at \_\_\_\_\_ hereby irrevocably agree and undertake as follows:**

That the said Contractor shall duly and faithfully carry out its obligation under the said Contract, to your satisfaction failing which we hereby irrevocable guarantee to pay to Company without reference to the Contractor and without any demur, dispute or objection of whatsoever nature and notwithstanding any dispute raised by the Contractor in any proceedings before any tribunal or court, merely on demand from the Company and merely stating, without asking for its actual proof, that the amount claimed is due, by way of loss or damage used to or that may caused to or suffered by the Company by reason of any breach by the Contractor of any of the terms and conditions in the said Contract. Any such demand on us shall be conclusive as regards the amount due and payable to the Company under this guarantee. And we undertake to pay the said amount within 24 hours from the date of receipt of the communication from the Company in this regard. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (being the amount of Bank Guarantee in lieu of security deposit contemplated by the aforesaid Contract).

This guarantee shall remain in full force and effect for a **period of 1 year from the date of commencement of the said Work.**

We further agree that, the Company shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the Contractor from time to time or to postpone for any time or from time to time the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions of Contract and we shall not be relieved from our liability for reason of any such variation, or any extension granted to the said Contractor or for any forbearance or Commission on your part or any indulgence by the Company to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

We lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

The guarantee contained herein shall not get effected or impaired by reason of any dispute(s) between the Contractor and the Company relating to the said Letter of Intent/Contract,

The conditions herein contained shall not be determined or affected by the liquidation or winding up or amalgamation or insolvency of the Contractor or change in our constitution of Bank or the Contractor.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). This Guarantee shall remain valid for a period of 1 year from the date of commissioning of the said work. Unless a claim in writing is lodged with us within a period of 3 months from the date of expiry of the guarantee, all your rights under this guarantee shall be released and discharged from all liabilities under this guarantee.

We, the Bank confirms that only appropriate court in Panvel/ Mumbai shall have jurisdiction to entertain and try any dispute and / or difference relating to this guarantee between the Bank and the Company and no other court shall have any jurisdiction with respective such disputes / differences.

Notwithstanding anything contained herein above, we \_\_\_\_\_ (Bank name), having branch office at \_\_\_\_\_ state that:

(Our liability under the Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

The Bank Guarantee shall be valid upto \_\_\_\_\_ (**date of expiry of guarantee**) All your rights under the guarantee be forfeited and we shall be relieved and discharged from all liabilities there under.

We are liable to pay the guaranteed amount or any part thereof towards full and final settlement under this Bank Guarantee only and only if Company serve upon us a written claim or demand on or before \_\_\_\_\_ (i.e. 3 months additional from due date).

On expiry, this Bank Guarantee shall be returned to us duly discharged.

We lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_

**Date** : \_\_\_\_\_

**Place** : \_\_\_\_\_

**Signature with Stamp of the Bank**

( On party's letterhead)

**GENERAL INFORMATION :**

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

(Signature of the Tenderer & Seal)

( On party's letterhead)

**INFRASTRUCTURE / HUMAN RESOURCE :**

1. Total number of persons employed : \_\_\_\_\_
2. No. of branch offices : \_\_\_\_\_ (details of address, Telephone No., Fax No. etc.).
3. Logistics infrastructure possessed : \_\_\_\_\_(details)
4. List of existing Police verified Drivers – Min 5 Drivers.
5. Enclose Police verified Certification of Min 5 Drivers.

(Signature of the Tenderer & Seal)



( On party's letterhead)

**WORK EXPERIENCE :**

List of Customers serviced for Exports of Ammonium Nitrate or similar products during last three years of which the value of single contract in any one of the preceding three years should not be less than Rs. 50 Lacs.

Sr. No	Name of the Customer	Contract Period	Product Handled	Volume (in TEU's)	Contract Value (Rs in Lacs)
1					
2					
3					

(Signature of the Tenderer & Seal)

( On party's letterhead)

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

- 1) Whether your Firm/Company is blacklisted by our Company or any other Public Sector / Govt. / Quasi-Govt Organisation / any other client : **Yes / No.**
- 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 Organisation / Any other client : **Yes / No.**
- 3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust : **Yes / No.**

(Signature of the Tenderer & Seal)

**SMARTCHEM TECHNOLOGIES LIMITED**

**SCHEDULE - II**

RATE SCHEDULE FOR CHA SERVICES & TRANSPORTATION OF EXPORT SHIPMENTS OF AMMONIUM NITRATE AT JNPT:

Sr.	Details	UOM	Unit Rate (in Rs)	GST
<b>(A)</b>	<b>CHA CHARGES :</b>			
1	Agency Charges *	Per TEU		
2	Service charges towards supervision of Container stuffing at Taloja	Per TEU		
3	Advance Licence / EPCG License Registration with Customs	Per Licence		
4	Shipping Bill Amendment	Per Shipping Bill		
5	Service Charges for Form 'A' Certificate or Legalisation Charges	Per Certificate		
<b>(B)</b>	<b>RECEIPTED PORT CHARGES :</b>			
1	EDI Documentation / CMC Charges	Per Shipping Bill		
2	CFS on Wheel Charges	Per TEU		
3	CWC Charges (Bufferyard)	Per TEU		
4	Self-sealing de-stuffing & re-stuffing expenses at Bufferyard including Extra Seal Charges	Per TEU		
<b>(C)</b>	<b>NON RECEIPTED PORT CHARGES :</b>			
1	Charges for direct movement to Port	Per TEU		
2	Offloading Charges	Per TEU		
3	Open for Examination at Buffer Yard			
<b>(D)</b>	<b>FREIGHT :</b>			
1	Freight charges for JNPT / NSICT / GTI for load > 22 MT & < 25 MT	Per TEU		
<b>(E)</b>	<b>OTHER CHARGES :</b>			
1	Person deployed for Documentation work at Pune	Per Man Month		

Your Agency charges\* should be inclusive of all Liasoning and Customs clearance charges. Also do mention above clearly if any GST applicable and the basis for the same.

Date :

(Stamp)

(Signature)