



SMARTCHEM TECHNOLOGIES LIMITED

**(100% SUBSIDIARY OF DEEPAK FERTILISERS AND
PETROCHEMICALS CORPORATION LIMITED)**

Registered office: Sai Hira Survey no. 93, Mundhwa,
Pune – 411036, Maharashtra, India

(Website: www.dfpcl.com)

NOTICE INVITING TENDER FOR SURVEYING JOB AT DFPCL, JNPT & AT GBL, JNPT.

TENDER NO. : STL /PORT/LOGISTICS/SJ/004/2018-2020

Tender Date : 10.10.2018

Important date:

Last date / time of receipt of tender :20.10.2018 on or before 5:00 PM

(No representation of appeal of any kind will be allowed against belated receipt of tenders by post or otherwise beyond the notified date and time or loss in transit etc.)

PRASHANT KUMAR
SMARTCHEM TECHNOLOGIES LIMITED
Sai Hira, Survey No. 93, Mundhwa, Pune

Smartchem Technologies Limited (STL)
100% Subsidiary of Deepak Fertilisers And Petrochemicals Corporation Limited.
Registered Office - Sai Hira, Survey No. 93, Mundhwa, Pune 411036.
Maharashtra, India. Phone No.020 – 6645 8000

NOTICE INVITING TECHNO-COMMERCIAL TENDER

Ref. No.: STL /PORT/LOGISTICS/SJ/004/2018-2020

Date: Oct 10, 2018

Subject: NOTICE INVITING TENDER FOR SURVEYING JOB FOR IMPORTS OF RAW MATERIAL AT DFPCL TERMINAL, JNPT & AT GANESH BENZOPLAST LTD TERMINAL (GBL), JNPT.

This is a notice inviting Tender (NIT) for executing surveying Job for imports of raw material at DFPCL Terminal, JNPT and at GBL (Ganesh Benzoplast Limited) Terminal, JNPT. The volume of cargo will be upto/ approx. 13,00,000.00 MT for two years.

Technically acceptable Surevyor against this tender shall be enlisted in our pre-qualified list of Surveyor's for doing survey as per scope at DFPCL Terminal, JNPT & GBL Terminal, JNPT. The contract would be finalized by online reverse auction / direct negotiation procedure.

Pre-qualification form, eligibility criteria and the tender documents for this purpose are forwarded herewith (Ref. **Annexure A**). All Surveyor should undergo pre-qualification process. The Tenderer shall submit the following documents:

The Techno-commercial tenders, along with completely filled, signed & stamped documents super-scribing "**Tender for Surveying Job at DFPCL Terminal, JNPT & at GBL Terminal, JNPT**" should reach to our Corp office, Pune on **20.10.18** before **17:00 hours**.

Technically eligible / prequalified Surveyor(s) would be informed and allowed to participate in the online closed bid followed by reverse auction/direct negotiation subject to payment of EMD and submission of declaration; as required.

E reverse Auction:

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

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

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

The date for **ONLINE AUCTION REVERSE AUCTION / NEGOTIATION** will be intimated to you at the earliest.

Kindly note that management has the right for direct negotiation with the selected vendor in case of non-execution of Reverse auction.

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

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

The Tenderers are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.

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

Thanking you,

Yours faithfully,
For Smartchem Technologies Limited
Asst General Manager
(Commercial)

Tender No: STL /PORT/LOGISTICS/SJ/004/2018-2020

Date: Oct 10, 2018

TENDER FOR SURVEYING JOB AT DFPCL TERMINAL, JNPT & AT GBL TERMINAL, JNPT.

1. **Closing date & time** : 20/10/2018; 17:00 Hours
2. **Tenders to be submitted to** : Prashant kumar
Smartchem Technologies Limited
Sai Hira, Survey no. 93,
Mundhwa, Pune -411036
3. a. **Electronic submission** : Due to paucity of time filled tender documents along with commercial offer (scan copy) can be submitted via email on id "prashant.kumar@dfpcl.com"
3. b. **Place of receipt and opening of bids:**
Smartchem Technologies Limited
Sai Hira, Survey no. 93,
Mundhwa, Pune -411036.

Bids received after the closing date and time will not be considered, however it will be the sole discretion of STL management to extend the time & accept the bids after the last date.

In case of any clarification regarding this tender document, you may contact any one of the following officials:

Name : Arvind Giri	Name : Prashant Kumar
Designation : Sr. GM-(Commercial)	Designation : AGM (Commercial)
Contact No. : 020-6645 8200 / 9923491720	Contact No. : 020-6645 8137 8805305840
Email id : arvind.giri@dfpcl.com	Email id : Prashant.kumar@dfpcl.com

Each tender document should be accompanied by Earnest Money Deposit in the form of Demand Draft/ Bank Guarantee for Rs. 50,000/- drawn in favour of Smartchem Technologies Ltd. payable at Pune. To the unsuccessful bidders the same will refunded at earliest.

Scope of Work, Terms & Conditions:

4 Scope of Work:

PART – A : SURVEY AT DFPCL Terminal, JNPT

A. On-Board Continuous Supervision:

1. To carry out ullages / soundings of ship's tanks, measure vessel's cargo tanks on arrival to ascertain the quantity on board the vessel on arrival at the Discharge Port prior to commencement of discharge.
2. To draw samples from each compartment of the vessel tank and prepare representative samples of the consignment brought by the vessel. Visual appearance of samples to be checked and should there be any aberration, STL personnel to be informed. Samples will be retained for a period of seven (7) days under custody of surveyor until further instructions from STL.
3. To collect the Load Port sealed samples from the vessel.
4. To continuously supervise discharge operations from ship to shore tank and maintain Time-Log.
5. To supervise receiving operation at shore tank.
6. Inspect all the compartments of vessel storage tanks for emptiness or gauge the oil level to determine the quantity remaining on board the vessel.
7. Inspect vessel's cargo tanks on completion of discharge and issue an Empty Tank / ROB certificate as appropriate.
8. Gauge the shore tank to ascertain receipt quantity and seal shore tank on completion of discharge.
9. In case of shortages, Lodge Protest Letter to Master of Vessel / Relevant Authorities to protect the interest of Consignee (STL).
10. Issue Notice to GBL / Terminal Head, in case of shortages / deficiencies observed due to the negligence of GBL, if any, to protect the interest of STL.
11. Despatch two (2) nos. of representative Shore Tank samples, two (2) nos. of representative Ship Tank samples from all compartments, and two (2) nos. Load-Port samples (all samples shall be duly labelled and sealed) to the Processing Unit of STL at Taloja.
12. Mail the Arrival / Berthing details of the vessel and update status of the vessel everyday by 10:00 hours to all concerned officials of STL.
13. On confirmation of vessel's berthing program and during discharge of cargo from the vessel, all the concerned officials shall be kept informed about the status of the vessel / discharge status by SMS / Whatsapp every 4 hrs.
14. Ascertain final shore out-turn quantity after allowing appropriate settling time.

15. In case of discharge through road tankers, we will inspect road tanker towards cleanliness to load the nominated cargo and attend to the weighing at weighbridge nearer to the port.
16. To sign statement of facts prepare by chief officer during this period, if required, for any deviation found.
17. To prepare the survey report and submit DFPCL immediately upon completion of discharge.

B. At Shore-Tank Continuous Supervision:

1. To inspect the shore tank and pipeline for its cleanliness on presentation of the same by the installation, and issue "Certificate of Fitness" to both STL and GBL before use of the said Tank / Pipeline.
2. To gauge the Shore Tank with GBL Officials / STL Officials, for previous cargo in the tank and ascertain the quantity in the tank, prior to berthing of the vessel & record the same with surveyor.
3. To seal all outlet valves up to pump room of the tanks and pipelines, and relevant records shall be maintained by surveyor and these records will be verified by STL.
4. To draw initial samples from the pipelines during discharge and to inspect the samples visually for the quality. To gauge the working tank every two (2) hours to determine the quantity received and the discharge rate and keep appropriate records to be verified by relevant personnel.
5. To witness the pigging operation of jetty pipeline, and pipeline connected to GBL terminal on completion of discharge of the vessel, to ensure its emptiness.
6. To gauge the Shore Tank on completion of discharge and to determine the provisional receipt from the vessel.
7. To compare the Shore Tank Receipt with Vessel Discharged quantity at regular intervals, and on completion of discharge to ensure that there is no abnormal variation.
8. To inspect the tank and pipeline at regular intervals to ensure no leakages.
9. Final gauging of shore tank with authorized GBL / STL representative and the Surveyor to determine the Shore-Tank receipt based on the tank calibration and observed density.
10. To draw samples from GBL Shore-tank at the time of final gauging to determine the density and analysis for all recommended parameters.
11. To mail the out-turn details to STL after due sign-off by GBL representative.

C. DOCUMENTATION

1. To prepare and issue necessary survey documents by surveyor who boarded the vessel, on the discharge operation during attendance at ship and shore end.
2. Issue daily update on the progress of operation.

3. Issue discharge supervision report with relevant documents.

PART – B : SURVEY AT GBL Terminal, JNPT

A. On-Board Continuous Supervision:

1. To carry out ullages / soundings of ship's tanks, measure vessel's cargo tanks on arrival to ascertain the quantity on board the vessel on arrival at the Discharge Port prior to commencement of discharge.
2. To draw samples from each compartment of the vessel tank and prepare representative samples of the consignment brought by the vessel. Visual appearance of samples to be checked and should there be any aberration, STL personnel to be informed. Samples will be retained for a period of seven (7) days under custody of surveyor until further instructions from STL.
3. To collect the Load Port sealed samples from the vessel.
4. To continuously supervise discharge operations from ship to shore tank and maintain Time-Log.
5. To supervise receiving operation at shore tank.
6. Inspect all the compartments of vessel storage tanks for emptiness or gauge the oil level to determine the quantity remaining on board the vessel.
7. Inspect vessel's cargo tanks on completion of discharge and issue an Empty Tank / ROB certificate as appropriate.
8. Gauge the shore tank to ascertain receipt quantity and seal shore tank on completion of discharge.
9. In case of shortages, Lodge Protest Letter to Master of Vessel / Relevant Authorities to protect the interest of Consignee (STL).
10. Issue Notice to GBL / Terminal Head, in case of shortages / deficiencies observed due to the negligence of GBL, if any, to protect the interest of STL.
11. Despatch two (2) nos. of representative Shore Tank samples, two (2) nos. of representative Ship Tank samples from all compartments, and two (2) nos. Load-Port samples (all samples shall be duly labelled and sealed) to the Processing Unit of STL at Taloja.
12. Mail the Arrival / Berthing details of the vessel and update status of the vessel everyday by 10:00 hours to all concerned officials of STL.
13. On confirmation of vessel's berthing program and during discharge of cargo from the vessel, all the concerned officials shall be kept informed about the status of the vessel / discharge status by SMS / Whatsapp every 4 hrs.
14. Ascertain final shore out-turn quantity after allowing appropriate settling time.

15. In case of discharge through road tankers, we will inspect road tanker towards cleanliness to load the nominated cargo and attend to the weighing at weighbridge nearer to the port.

B. At Shore-Tank Continuous Supervision:

1. To inspect the shore tank and pipeline for its cleanliness on presentation of the same by the installation, and issue "Certificate of Fitness" to both STL and GBL before use of the said Tank / Pipeline.
2. To gauge the Shore Tank with GBL Officials / STL Officials, for previous cargo in the tank and ascertain the quantity in the tank, prior to berthing of the vessel & record the same with surveyor.
3. To seal all outlet valves up to pump room of the tanks and pipelines, and relevant records shall be maintained by surveyor and these records will be verified by STL.
4. To draw initial samples from the pipelines during discharge and to inspect the samples visually for the quality. To gauge the working tank every two (2) hours to determine the quantity received and the discharge rate and keep appropriate records to be verified by relevant personnel.
5. To witness the pigging operation of jetty pipeline, and pipeline connected to GBL terminal on completion of discharge of the vessel, to ensure its emptiness.
6. To gauge the Shore Tank on completion of discharge and to determine the provisional receipt from the vessel.
7. To compare the Shore Tank Receipt with Vessel Discharged quantity at regular intervals, and on completion of discharge to ensure that there is no abnormal variation.
8. To inspect the tank and pipeline at regular intervals to ensure no leakages.
9. Final gauging of shore tank with authorized GBL / STL representative and the Surveyor to determine the Shore-Tank receipt based on the tank calibration and observed density.
10. To draw samples from GBL Shore-tank at the time of final gauging to determine the density and analysis for all recommended parameters.
11. To mail the out-turn details to STL after due sign-off by GBL representative.

C. DOCUMENTATION

1. To prepare and issue necessary survey documents by surveyor who boarded the vessel, on the discharge operation during attendance at ship and shore end.
2. Issue daily update on the progress of operation.
3. Issue discharge supervision report with relevant documents.

D. Road Dispatches via Road Tankers from GBL:

1. Inspect the seals on the shore-tank prior to operation.
2. Inspect all tankers prior to loading for cleanliness and suitability.
3. Gauge the operating tank and determine the opening physical stock.
4. Inspect the tank lorries for its cleanliness / fitness.
5. Supervision of loading of road tankers to ensure product security.
6. Inspect the weighbridge prior to and during deliveries and supervise weighment operation.
7. Draw samples from each tank lorry and visual inspection of the samples and to handover 2 sealed samples to the tank lorry driver for onward submission at STL Taloja.
8. Seal the manholes, outlets and safety valve of the tank lorry with surveyor plastic mono-gram seal serially numbered.
9. Issuance of challan to tank lorry driver with the details of **seal no., weight and the time** of loading & existing at GBL Terminal.
10. Gauge the operated shore tank to determine the closing physical stock and to compare the quantity delivered from the tank with the **quantity delivered by 100% weighment.**
11. Seal all the shore tanks and pipe lines if the transaction is on hold for longer time or non-availability of tank lorries.
12. Mail the report of despatches with the weight of each tank lorry and the stock position by 10:00 hrs on the next day.
13. Records related to Storage tank transactions to be maintained and shall be made available for verification by authorized representatives.

5. Duration & Validity of Contract:

- 5.1 The period of contract shall be two (02) years from the contract date and may be extended for additional one year (01) on mutually agreed terms.
- 5.2 However, the company may terminate the contract earlier without any notice if in the opinion of the Company the performance of the Surveyor is not satisfactory or breach any terms and conditions of the contract.

6. Commencement of Work:

The Surveyor shall start his work from the date as Mentioned in the LOI/ Contract/ Purchase Order.

7. Volume of Work:

The tentative volume/no. of shipment during the contract period is given below:

Material	Est. No. of shipment during contract period			Est. Volume during contract period - MT		
	At DFPCL, JNPT	AT GBL, JNPT	Total	At DFPCL, JNPT	AT GBL, JNPT	Total
Ammonia	70	0	70	700000	0	700000
Phos Acid	25	35	60	250000	350000	600000
Total	95	35	130	950000	350000	1300000

The quantity may increase/ decrease depending upon the requirement of Phosphoric Acid Solution & Ammonia at Taloja plant / Port constraints.

8. EARNEST MONEY DEPOSIT (E.M.D):

Surveyor(s) shall submit EMD in the form of Demand Drafts/ Bank Guarantee drawn on any Nationalized Bank or reputed first class banks of **Rs. 50,000/-** (Rs. Fifty Thousand Only) in favour of SMARTCHEM TECHNOLOGIES LIMITED, payable at Pune. In case of EMD in form of Bank Guarantee (BG) the same must be valid till expiry of the contract plus claim period of three (3) months. No charges are reimbursable for establishing BG. Surveyor has the option to deposit EMD in the form of Demand Draft in favour of "Smartchem Technologies Limited" payable at Pune. No interest shall be payable on this.

9. SOLVENCY CERTIFICATE:

The Surveyor(s) shall have minimum **solvency of Rs. 5.00** lakh and will provide latest certificate from any Nationalized/Scheduled Bank (except Rural/Co-operative Bank).

10. SECURITY DEPOSIT:

In the event of successful tender and award of contract, the Surveyor shall be required to submit security deposit of **Rs. 50,000/-** for the faithful execution of contract, within 15 days of issue of LOI. The security deposit can be furnished by way of a DD / BG from any nationalized or scheduled Bank excluding Rural and Cooperative Banks. The BG must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting BG.

No interest shall be payable on Security Deposit.

11. The rates quoted by the Surveyor(s) shall remain firm till the completion of job/ contract period and also during the extended period, if any. No escalation on any other ground shall be allowed.

12. Payment Terms:

The Surveyor(s), shall submit the bills on monthly basis to Materials Department of STL, Taloja Unit/specified location of STL along with duly acknowledged LRs of each tanker. Income tax, rules and other taxes, rules as applicable shall be deducted at source as per the provision of Income Tax Act of 1961, Rules and prevailing laws as applicable from time to time.

13. Payment Mode:

STL shall make all the payments to the Surveyor by RTGS within 30 days from the date of receipt of invoice at Taloja/ specified location. STL shall not be liable to pay any interest on delayed payments.

14. Conditional Offer:

Conditional offers will not be accepted under any circumstances.

15. Eligibility Criteria:-

- A. Surveyor(s) black listed by STL/Private sector companies / Other Public-Sector Undertakings / Co-operative Sector **OR** Surveyor(s) de-listed by the above-referred organizations in the last two years shall not be considered. **(Surveyor has to submit an undertaking as per Annexure "B")**
- B. Surveyor(s) must be experienced in the surveying of Ammonia / Phosphoric Acid/ similar chemical. In proof of the same, the Surveyor has to submit copies of contracts/ works orders/ certificate for execution of contracts for those years.
- C. 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. **(Surveyor(s) has to submit an undertaking as per Annexure "B")**
- D. E.M.D and Solvency certificate must be enclosed.
- E. The Surveyor(s) shall ensure that they meet statutory compliances. All relevant documents shall be submitted as and when asked.

16. Surveyor(s) shall have all the license/ statutory certificate related to carrying the surveying jobs stated above. Non compliance of statutory licenses/ statutory compliance shall amount to breach of this contract, with immediate termination without notice.

17. Approved Surveyor(s) (as decided by STL Technical / Commercial Team) against this tender shall also be enlisted in our pre-qualified list of Surveyor(s). Contract will be awarded to the Surveyor(s) based on the result of the Online Reverse Auction and / or Direct Negotiations.

18. Surveyor(s) must satisfy themselves 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 documents.

19. Party shall not refuse to provide any other information, clarifications or documents, if required by STL before or during the contract period.

20. SUBMISSION OF TENDERS:

- A. No verbal, telephonic tenders or modification thereof will be entertained. The Technical tender, along with completed filled, signed & stamped Annexure: A & B, subscribing **"TENDER FOR SURVEYING JOB AT DFPCL TERMINAL, JNPT & AT GBL**

TERMINAL, JNPT ” should reach our Pune office on or before **20-10-18** before **17:00** hours.

B. Technical Bid

Envelop No.1: To be subscribed “**Technical Bid - TENDER FOR SURVEYING JOB AT DFPCL TERMINAL, JNPT & AT GBL TERMINAL, JNPT**” and to contain the following documents:

1. Signed copies of complete tender documents. Each copy of these documents should be signed by Surveyor(s) in token of acceptance of our terms and conditions.
2. Duly completed and signed **Annexure-'A' & 'B'**, along with supportive documents.

C. Commercial Bid : To be submitted in sealed envelope. The Surveyor may also submit the commercial offer / commercial terms in confidence to the following email id – prashant.kumar@dfpcl.com

Envelop No.2 : To be super-scribed “ **Commercial Bid - TENDER FOR SURVEYING JOB AT DFPCL TERMINAL, JNPT & AT GBL TERMINAL, JNPT**” and to contain information on letter head- Duly completed and signed and stamped **Annexure-'C'**.

Name of job : TENDER FOR SURVEYING JOB AT DFPCL **TERMINAL**, JNPT & AT GBL **TERMINAL**, JNPT.

Estimated quantity : Upto 13,00,000 (+/- 20%) MT
Period : 01.11.2018 to 31.10.2020 (Two Years)

Material	Est. No. of shipment during contract period			Est. Volume during contract period (MT)		
	At DFPCL, JNPT	AT GBL, JNPT	Total	At DFPCL, JNPT	AT GBL, JNPT	Total
Ammonia	70	0	70	700000	0	700000
Phos Acid	25	35	60	250000	350000	600000
Total	95	35	130	950000	350000	1300000

D. Envelop No. 3 : To be super-scribed “TENDER FOR SURVEYING JOB AT DFPCL **TERMINAL**, JNPT & AT GBL **TERMINAL**, JNPT and to contain the following documents:
Envelope No. 1 and Envelope no. 2

The acceptable and eligible Surveyor would be informed and allowed to participate in reverse auction/direct negotiation

21. DECLARATION OF SURVEYOR RELATIONS WITH STL EMPLOYEES:

Should Surveyor(s) have a relation or in the case of a firm, one or more of its partners, 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/contract. If any ex- employee(s) of STL is/are employed, with the Surveyor(s), 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.

22. STL reserves the right to accept at its sole discretion any of the tenders or part thereof or to reject any or all of the tender documents or split and award work order between one or more Surveyor(s) without assigning any reasons whatsoever.
23. The Surveyor(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 tender.
24. **Responsibility of Surveyor(s) Employees:**

The Surveyor(s) may employ such employees as he may think fit, and the employees so employed shall be the employees of the Surveyor(s) for all purpose whatsoever and shall not be deemed to be in the employment of STL for any purpose whatsoever. The Surveyor(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 STL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Surveyor in abiding rules, laws and regulations or held liable or responsible to the employees of the Surveyor(s) in respect of any matter whatsoever, STL shall be reimbursed by the Surveyor(s) for the same as also any other expenses or costs incurred by STL on any proceedings or litigations as a result of any claim, demand or act on the part of Surveyor(s). STL shall be entitled to claim damages or compensation from the Surveyor(s) in that event. The STL reserves its right to deduct the above stated claims/ expenses etc from the dues of the Surveyor(s) whether under this contract or any other contract or otherwise recover the same from Surveyor(s).

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

25. **Surveyor(s) to Indemnify STL:**

The Surveyor(s) shall indemnify STL and every officer, directors and employee of 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 STL for or in respect of, arising out of any failure by the Surveyor in the performance of his obligations under the contract documents.

26. **Insurance of Employees of Surveyor:-**

The Surveyor(s) shall at its own expense carry and maintain insurance as per employees State Insurance Act, 1948 (up to date) wherever applicable or such other insurance cover as required for its employees and shall indemnify and hold harmless STL from all liabilities whatsoever on this account.

27. Surveyor's Dispute not to hold up works:

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

28. FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

28.2 If at any time after acceptance of the tender, STL decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, STL shall give notice in writing to the effect to the Surveyor(s) and the Surveyor(s) 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 fore-closure of the whole or part of the works.

29. The time allowed for execution of the work as specified in work order/letter of acceptance of 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 earlier. If the Surveyor(s) commits default in commencing the execution of the work as aforesaid, 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.

30. Insurance : STL will take necessary provision for material insurance and Surveyor will not be responsible for the same.

31. MEDICAL TREATMENT IN CASE OF ACCIDENT:

It shall be the responsibility of the Surveyor(s) to give medical treatment to its injured staffs/workmen/employees, who has met with an accident arising out of and during the course of employment, in case, the Surveyor(s) fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the Surveyor's bill or from other dues of the Surveyor(s), if any or otherwise recover the same from Surveyor(s).

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

33. The Surveyor(s) shall comply with all Central, State laws for the time-being in force.

34. Any act on part of the Surveyor(s) or his employees which will be prejudice to the reputation of STL, shall constitute 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 STL shall be forfeited without prejudice to any other remedy to which STL may be entitled.

35. The Surveyor(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 STL's written permission. Any breach of this condition shall entitle the STL to terminate the contract of

these conditions and the Surveyor(s) shall also be liable for payment to STL in respect of any loss or damage arising or ensuing from such cancellation of contract. The permitted sub-letting of service by the Surveyor(s) shall not absolve the Surveyor(s) of any responsibility under the contract. In the event that sufficient dues are not available to reimburse STL for the expenditure incurred by it for the above, the Surveyor(s) shall reimburse STL for the same.

36. The Surveyor(s) should ensure that their representatives are confined to the specified area of work for which the contract has been awarded, it is also the responsibility of the Surveyor(s) to ensure that the labour so employed by them do not go to the other areas, etc.

37. Entry gate passes:

The Surveyor(s) shall make necessary arrangements for getting the entry/exit of his employees at respective area's from time to time.

38. The job may require operation 24 x 7 basis and as per STL schedule / requirements.

39. Definitions :

39.1 Contract : The term "Contract" shall mean and include the Notice inviting Tender (NIT) the instructions to Surveyor, the tender, purchase order, letter of Intent accepting the tender in part or full, special and general terms and conditions, directions and comments conveyed in writing, the work Order, and its subsequent variations if any, or any other authorized contract documents, and those general and special conditions that may be added subsequently or such other documents, specifications as may be prescribed.

39.2 **Surveyor :** The term "Surveyor" shall mean the person(s), firm , or company who are participating in this tender.

39.3 **Contractor :** The term contractor shall mean the person(s) firm, or company with whom the contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrations, successors, and permitted assignees of such person(s) firm, or company.

39.4 **STL :** The term STL shall mean Smartchem Technologies Limited, (100% Subsidiary of Deepak Fertilisers And Petrochemicals Corporation Limited), having its corporate office at "Sai Hira", Survey no. 93, Mundhwa, Pune – 411 036, Maharashtra and shall include the administrative and executive officers authorized to deal with all matters relating to the contract and shall be deemed to include their successors and/or assignees.

39.5 **DFPCL Terminal:** DFPCL owned terminal at JNPT.

39.6 **GBL Terminal:** Ganesh Benzoplast Ltd. Plot No. 13, Bulk Rd., Opp. P. U. Bldg, JNPT, Nhavashev Tal-Uran, Dist- Raigad.

39.7 **Job Co-ordinator / Job Controller:** The notified authority on behalf of STL will be Mr. Debdatta Chowdhury +91 72196 15455.

40. COMPLIANCE OF VARIOUS LAWS, RULES AND REGULATIONS:-

The Surveyor(s) shall be governed by the laws, rules and regulations prevailing in the States & Centre and abide by them as well as ensure compliances of all the laws &

regulations applicable. The Surveyor shall be required to obtain permission from designated authorities, if required by law, rules and regulations. Surveyor shall also pay all taxes, entry tax, fees and dues/ charges of whatsoever which may be liable on account of any of his operations in executing the works/jobs under this contract. STL shall not pay anything extra on this account.

41. FORCE MAJEURE:

Neither Surveyor(s) nor 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 Surveyor(s) in writing within ten 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 Surveyor(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 to be the cause of force majeure.

42. TERMINATION OF CONTRACT IN FULL OR PART BY STL WITHOUT GIVING NOTICE:

42.2 If the Surveyor(s):

- 42.2.1 Fails to undertake the job after acceptance of the tender and award of work by STL or
- 42.2.2 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 STL or
- 42.2.3 Become bankrupt or insolvent or
- 42.2.4 Make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or
- 42.2.5 Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- 42.2.6 Have an execution levied on its goods or property on the works or Assign, transfer, sublets the contract or any part thereof, otherwise, than if any, as provided in the contract or
- 42.2.7 Unilateral stoppage of work or abandon the contract or persistently disregard the instructions of STL or fail to adhere to the agreed programme of work or contravenes any provision of contract or shall obtain a contract with STL as a result offering tendering or other non bonafide methods of competitive tendering.

42.3 Without prejudice to any other remedy, STL reserves its right to adopt any or several of the following actions:-

- 42.3.1 Award parallel contract and/or
- 42.3.2 To recover from Surveyor any loss incurred by STL when the Surveyor unable to execute the contract and/or
- 42.3.3 Terminate the contract and/or
- 42.3.4 Forfeit the earnest money, security deposit and/or

42.3.5 To get the execution of contract for the remaining period at the risk and cost of the Surveyor(s) and/or

42.3.6 Delist /blacklist the Surveyor

43. TERMINATION OF CONTRACT IN ANY OTHER CASE:

The contract/ tender can be terminated by either party i.e. STL or the Contractor/ Tenderer, after giving three (3) month's notice to the other party. STL's decision in such a situation shall be final and binding on the Contractor/ Tenderer without any objection or resistance.

44. ARBITRATION:

Any dispute or differences arising out of or in connection with this Contract or its implementation and interpretation of any of the provisions of this Contract or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Contract or the rights, duties or liabilities of any Party under the Contract, whether before or after the termination of the Contract, which are not settled amicably between the Parties shall be referred to a sole arbitrator to be appointed by mutual consent of the Parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modifications.

The venue of Arbitration shall be at Pune, India.

45. Surveyor(s) performance will be monitored and quantified solely by the Job controller and appropriate documentation and records to maintained by Job controller.

46. JURISDICTION :

In the event any matter concerning the implementation, interpretation or rights and liabilities, determination, the Courts at Pune shall have exclusive Jurisdiction to try or entertain the same.

47. CONFIDENTIALITY -

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

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "Company". Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

48. 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.

49. WAIVER -

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

50. ENTIRE AGREEMENT -

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

51. AMENDMENT -

The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

52. ADDITIONAL CONDITIONS IN TENDER:

STL management will have the sole discretion to incorporate additional conditions/clauses which it may deem necessary at the time of discussions / in the contract.

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

Date :

Signature :

Place :

ANNEXURE -A
INFORMATION REGARDING TECHNICAL QUALIFICATION

(To Be Filled and Submitted by the Surveyor on letter head)

1. Name of Surveyor (M/s.) - _____
2. Address of Regd. Office - _____
(With documentary evidence)
3. Name of Contact Person - _____
With address
4. Telephone Number (s) - _____
5. E-Mail - _____
- 6.* Details of Firm
 - a) Date of Establishment - _____
 - b) Registration No - _____
 - c) Valid upto - _____
- 8.* Type of Firm - Proprietorship/Partnership/Public/Private Ltd
Whether
- 9.* Name & Address of - _____
Proprietor/Partner/Director
Tel. No. & Fax No., Office _____

10.* Statuary Document:

PAN No.	VAT No.	GST No.

13.* Certified copy of Service Tax
 Registration No. Issued by Excise, _____

14* Copy of Balance Sheet for Last 3 Years or Acknowledged copy of I.T. Returns :

##	2015 – 16	2016 – 17	2017 – 18
Turnover (Rs			
Copy enclosed (Y / N)			

15.* EMD and Solvency Certificate of Rs 5 Lacs :

Sr. No.	Title	Name of bank	Certificate date	Amount (Rs)
1	EMD			
2	Solvency Certificate			

17.*Details of Bank Account :

Account Number	Name & Branch of Bank	IFSC code

18.* 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.)	Quantity [MT] & No. of Shipments
1.				
2.				
3.				
4.				
5.				

(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.

20. Have the Firm ever been De-listed/Blacklisted by any PSU/Co-operative/reputed Private Sector Organization: - YES / NO
(Undertaking to be given as per Annexure "B")
21. Any Relationship with STL Employee – YES / NO
22. If any other sister concern has applied for this tender YES / NO
23. Allotment letter under ESIC Act
24. Registration certificate under Maharashtra Labor Welfare Board.
25. 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.

ANNEXURE -B (On letter head)

UNDERTAKING

I, S/o Sh., aged years, working as Proprietor / Partner / Director / Authorized Signatory on behalf of M/s , having registered office at 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 .

Date :

(Signature of Authorized Representative)

Place :

(Seal of the Firm)

Annexure - C

Format – Quotation for Surveying job DFPCL, JNPT & AT GBL, JNPT.

(Surveyors are required to print this on their company's letter head and sign, stamp before submitting)

To,
Smartchem Technologies Limited
Sai Hira, Survey no. 93, Mundhwa
Pune -411036

Kind attention:

Sub : Price quotation for Surveying job at DFPCL Terminal, JNPT and GBL Terminal, JNPT.
Ref : Tender no. STL /PORT/LOGISTICS/SJ/004/2018-2020; Dated : 10.10.2018

Dear Sir,

We confirm that we have quoted the bid price for Transportation of Phosphoric Acid to STL, Taloja from various locations to STL, as below:

Sr. No.	Location	Amount	Unit
		(Rs)	
1	DFPCL, JNPT		
2	GBL, JNPT		

Estimated quantity : 13,00,000.00 mt/annum (+/- 20%)
Period : 01.11.2018 to 31.10.2020 (Two Years)

Thanking You,

Yours Faithfully,

Signature with company seal

Name :

Company / Organization :

Designation within the company/Organization

Email id:

Contact nos.

INFORMATION TO BIDDERS

Notice Inviting Tender : Notice Inviting Technical/commercial Tenders (NITT) for Surveying Job at DFPCL, Terminal JNPT and at GBL, Terminal JNPT for a Period of Two Years.

Company Name	Smartchem Technologies Limited
Address	Sai Hira, Survey no. 93, Mundhwa, Pune – 411036, Maharashtra
Division	Commercial
Name of Project/Goods	Surveying Job
Name of Works	Surveying Job at DFPCL, JNPT & AT GBL,
Purchase Period	01/11/2018 to 31/10/2020
Bidding Type	Two Stage Bid system
Pre Bid Meeting	YES
Tender Currency Type	Single (INR)
AMOUNT DETAILS	
Bid security/EMD (INR)	Refer point no. 08 at Page No: 06 (EMD)
Bid security/EMD in favour of	Smartchem Technologies Limited payable at Pune
TENDER DATES	
Tender document available for Download	www.dfpcl.com
Tender Floating date	10-10-2018, 15:00 Hrs (IST)
Pre Bid Meeting	Will be announced
Tender CLOSES	20-10-2018 , 17:00 Hrs (IST)
Last Date & Time for Receipt (Physical Submission) of Bids	20-10-2018, 17:00 Hrs (IST)
Date of Technical Bid opening	22-10-2018 , 15:30 Hrs (IST)
Date of Commercial Bid open-	Will be announced
Bid validity period	90 Days (from the date of opening of Techno-commercial bid)
Submission of Documents	EMD, Tender fee & other relevant documents to be submitted/sent to
	Name- Prashant Kumar Designation-AGM (Commercial) Contact No.- 8805305840 Email- Prashant.kumar@STL.com
	Commercial division Sai Hira, Survey no. 93, Mundhwa, Pune -411036 Maharashtra
	Telephone . No- 020-66458137 / +91 880 530 5840

CHECK LIST

List of Documents Required

Sr. No.	Document / Certificate	Attached (Y/N)
1	Certificate of firm of establishment	
2	Documentary evidence of Type of firm Proprietorship/ Partnership/Public Private Limited)	
3	Address Proof of firm	
4	id / address proof of Proprietor/Partner/Director	
5	Certified Copy of GST Registration Certificate	
6	PAN no.	
7	Bank account details (Cancelled Cheque / Letter from Bank)	
8	Filled / signed Annex A	
9	Filled / signed Annex B	
10	Filled / signed Annex C	
11	EMD of Rs 5.0 Lacs	
12	Balance sheet for last three years Or Acknowledgement copy of IT returns of last three years	
13	Solvency certificate of Rs 50 lacs	
14	Signed Tendered copy (all Pages) to be submitted by Surveyor	
15	Copy of Purchase Order or Performance Certificate issued by the Organizations served / being served in support Past Experience/contracts executed to Fertilizer/Chemical companies in last three years	

Format For Bank Guarantee:

ADVANCE PAYMENT BANK GUARANTEE

Smartchem technologies Limited
Sai Hira, Survey no. 93, Mundhwa,
Pune - 410 036, Maharashtra.

Dear Sir,

WHEREAS M/s....., a Company incorporated under the _____, having its Registered Office at _____, hereinafter referred to as the "Contractor", has, in terms of Tender no./ Letter of Intent/ Purchase Order No.....dated.....issued by you to the said Contractor, contracted to supply to you "Equipment" as stated in the said Letter of Intent/ Purchase Order.

AND WHEREAS one of the terms of the said Tender no./Letter of Intent/ Purchase Order is that you shall make an advance payment of Rs..... (Rupees.....only) to the Contractor and that such advance payment is to be adjusted against the price of the Tender/Contract/Service/ Job / Equipment to be supplied by the Contractor as aforesaid, on the condition that the Contractor shall procure in your favour an unconditional Advance Bank Guarantee for the due and faithful observance by the Contractor of the terms and conditions of the said Letter of Intent/ Purchase Order for a sum of Rs.....(Rupees.....only).

AND WHEREAS the (Bank name) a banking Company under the Act , having Head Office at and having a Branch office at _____ (hereinafter referred to as the "Bank") are held firmly bound to you, by these presents hereinafter.

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 Bank & Branch) hereby irrevocably agree and undertake to you as follows:

1. That the said Contractor shall duly and faithfully carry out to your satisfaction its obligation under the Tender no./Contract/Letter of Intent/ Purchase Order, failing which we hereby irrevocably guarantee to pay you without any demur or objection of whatsoever nature, and notwithstanding any dispute raised by the Contractor in any proceedings before any tribunal or court, merely on written demand from you in writing stating that the amount is due, all or any sums of money upto a maximum of Rs..... (Rupees.....only). And we undertake to pay the said amount within 24 hours from the date of receipt of the written communication from you in this regard. Any such demand made on us shall be conclusive as regards the amounts due and payable by us under this guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

2. Any demand under this Bank Guarantee shall be issued by you in writing that you have suffered damages due to non-fulfillment of its contractual obligations by the Contractor with respect to supply of Equipment under the said Purchase Order.
3. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken for performance of the Contract or under the aforesaid Letter of Intent/ Purchase Order and that it shall continue to be enforceable till the dues of the Company under or by virtue of the said Contract/ PO, have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the contract or under the said Tender no/ Contract/Letter of Intent/Purchase Order has been fully and properly carried out by the Contractor and accordingly discharge the guarantee, whichever is earlier. Unless the demand of claim under this guarantee is made on us in writing during the validity period of the contract/ PO or on or beforewhichever is later. We shall be discharged from all liability under the guarantee thereafter.
4. We further agree that you 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 Tender no./Contract/ Letter of Intent/Purchase Order or to extend performance by the Contractor from time to time or to postpone for any time or from time the powers exercisable by you against the Contractor and to forbear to enforce any of the terms and conditions of Tender no./ Letter of Intent/Purchase Order 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 omission on your part or any indulgence by you 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.
5. We, lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing. The guarantee contained herein shall be continuing and remain in full force and effect during the period as provided in clause 3 above or for any other period mutually decided in writing between the Company and the Contractor.
6. The guarantee contained herein shall not get affected or impaired by reason of any dispute(s) between the Contractor and you relating to the said Letter of Intent/Purchase Order.
7. The Guarantee shall be in addition to any other Guarantee or security and shall not in any way be prejudiced or affected by any collateral or other security or other Guarantee that you may now or anyway have in relation to the Contractor's obligations or liabilities under and\ or in connection with the Contract\ PO and you shall have full authority to take recourse or to enforce this Guarantee in preference to the security or securities at its sole discretion.

8. 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 Bank's constitution.
9. This Guarantee will come into effect on receipt of advance payment by the Contractor of Rs..... from you under the said Tender no./Contract/ Letter of Intent/ Purchase Order and will remain valid upto.....
10. The value of this Bank Guarantee shall automatically reduce to the extent of advance adjusted in the invoices raised by the Contractor on you against the supply of the said equipment under the said Purchase Order. The value of this Bank Guarantee shall stand so reduced from the respective dates of such Invoices.
11. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs..... (Rupees.....only). This guarantee shall remain valid until Unless a demand or claim in writing is lodged with us within 3 months days from the above expiry date or the obligation under the Tender no./ Purchase order/ Letter of Intent by the Contractor, i.e. on or before....., all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.
12. The Bank lastly confirm that only appropriate court in Pune 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.
13. The Contractor shall bear the stamp duty in respect of this instrument.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

- (a) Bank liability under this guarantee shall not exceed **Rs...../(Rupees:only).**
- (b) This Bank guarantee shall be valid upto i.e. 3 months additional from due date.
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon the Bank a written claim or demand on or before
- (d) On Expiry, this Bank Guarantee shall be returned to us duly discharged.

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has full power to do so.

Executed on this Bank Guarantee on _____day of _____2018

Place :

Date :

Signature with Stamp of the Bank