



SMARTCHEM TECHNOLOGIES LIMITED

100% subsidiary of Deepak Fertilisers And Petrochemicals Corporation Ltd
Corp. Office - Sai Hira, Survey No. 93, Mundhwa, Pune
411036. Maharashtra, India.

Phone : (91-20) 66458114 Email : satish.mankar@dfpcl.com

TENDER REF:	<i>CNB/ SPECIALITY/ PACKING CONTRACT/ 2018 - 23/ PUNE</i>
DATE :	11.09.2018

Sub : ARC - Packing of Speciality Fertilisers at Wagholi/ Bhima Koregaon Warehouse

We hereby invite quotations for packing of Speciality Fertilisers at our Warehouse at Wagholi/ Bhima Koregaon, Dist. Pune on Annual Rate Contract basis during the period October 2018 to September 2023.

Scope of work, terms and conditions is as mentioned in this tender document. The Tenderer is advised to study the tender document carefully inspect the site, satisfying himself of the conditions, location, accessibility of the site, nature, extent, character of the operations, incidental costs etc., may obtain all necessary clarifications from the Job Controller before applying for the said tender. Submission of quotation implies that the Contractor has obtained all clarifications required by him.

Your sealed quotation should reach us at the at the address mentioned below at **Pune** latest **by 17th September 2018 before 5:00 P.M.** The Contractor should **quote the all-inclusive unit rates in INR in the format specified at Schedule II.** The quoted rates should be rounded off to the nearest rupee. The rates quoted in the Quotation are to hold good for a minimum period of 45 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 with rate escalation as mentioned in the terms. No Contractor can withdraw his quotation or revoke or revise the rates within the aforesaid period of 45 days.

Quotations not in line with our tender Terms & Conditions are liable to be rejected. Short listed Contractor will be invited to attend the Commercial discussion which is tentatively planned during **3rd week of September 2018**. The meeting date and schedule will be confirmed subsequently.

In case of any queries you may contact our Job Controller Shri Uday Patil on Tel no.020-66458136.

Thanking You,

FOR S N Mankar

Sr GM -Supply Chain

(On party's letterhead)

Ref:

Date:

Sr. GM Supply Chain
Smartchem Technologies Limited,
Sai Hira, Survey No. 93,
Mundhwa, Pune 411036.

Dear Sir,

Sub: Tender for appointment of Contractor for packing Fertiliser.

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

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.

D.D. No./Pay Order No. dated for Rs.
. (for Rupees 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 (1 set) 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 (2 sets)
3. SCHEDULE III - Payment terms opted for to be confirmed duly stamped and signed by Tenderer.

PACKING OF SPECIALITY FERTILISERS AT WAGHOLI/BHIMA KOREGAON

WAREHOUSE

Period: Oct. 2018 to Sept. 2013

SCHEDULE - I

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITION:

- A.** "Company" shall mean "SMARTCHEM TECHNOLOGIES LIMITED/ STL", having its Registered Office at Opp. Sai Hira, survey no 93, Mundhwa, Pune 411 036, Maharashtra (which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).
- B.** The "Contractor" shall mean the Tenderer/ vendor whose quotation has been accepted and shall include his legal representatives, heirs, successors and assigns.
- C.** The "Contract" shall mean the P.O./ Contract/ Agreement, awarded to Tenderer/ Contractor, and shall include these general terms and conditions, all its attachments and exhibits.
- D.** The "Job Controller" shall mean the Officer in administrative charge of the Company for the Packing of Speciality Fertilisers
- E.** "DOT" shall mean Di-sodium Octa Borate Tetra Hydrate
- F.** "DTB" shall mean Di-sodium Octa Borate Penta Hydrate
- G.** "WSF" shall mean Water Soluble Fertilisers.
- H.** "P.O." means Purchase Order.
- I.** "Packing" means as described in Annexure 'A'.
- J.** "Warehouse" means our warehouse located at Wagholi/ Bhima koregaon.

2. SCOPE:

The scope will include the following.

- A.** Packing has to be done inhouse at our warehouse at Wagholi/Bhima Koregaon only. The nature of packing shall be as mentioned at Annexure 'A'. Total Qty up to 55,000 MT/annually is intended to be packed in first year with an estimated increase of 25% to 30% every year. Currently packing requirement involves maximum load during 15th to 30th of month @ 150 MT - 200 MT/ day approx. The above is a tentative plan and may vary depending upon the business and seasonal conditions. Packing will have to be done as per schedule conveyed by Job Controller from time to time.
- B.** The Contractor agrees that he in person or through the supervisors appointed by him shall supervise and control the working of all the employees engaged by him for the purpose of carrying out the obligations under this Contract and will be fully responsible for maintaining discipline, peace, good behavior, dealings, appearance of himself and his employees deployed in the Company etc.
- C.** All necessary Packing Material, Weighing Machines, Stitching Machines, Sealing Machines, Printing Machine, Mini Pulveriser, Stitching thread, Printing Ink, Utilities like Power, Genset backup, water, storage Space etc. shall be provided by the Company at its cost.
- D.** Packing has to be done in existing space only additional space will not be provided in case of more incoming material. With Raw material coming in, space has to be created and the packing resource has to be utilized for creating such space. Internal shifting of material has to be done, without any additional charges.
- E.** The packing service shall be provided as per the working hours and the working days of STL. Working Time: 10:00 am - 6:00 pm, Monday to Saturday.
- F.** Printing and Stamping will be required to be done on the bags as per instructions of Job Controller. Necessary printing equipment, Ink, Stamp, etc will be provided by us at our cost.

- G. The re-bagged material has to be made available for dispatch as per our dispatch plan confirmed by our Job Controller.
- H. The scope shall include stacking of the bags at Warehouse for dispatch.
- I. Loading and unloading shall not be part of Contractors scope, however in case of non-availability of Mathadi Toli/ team at times, you will have to assist Company in meeting the unloading / loading requirements for which hamali charges shall be paid by Company.
- J. The scope shall include repacking of damaged material at times.
- K. The scope shall also include aiding in the periodic stocktaking, reconciliation or any stock related control activity. The Contractor shall track and intimate to the Job Controller from time to time and at the time of completion of the job in writing the following :
 - Quantity and value of the material used by him.
 - Quantity and value of the Company's material used by him, if any.
- L. The quantum of work will be certified by the respective Warehouse in charge.
- M. The job will be deemed to be completed only upon the entire satisfaction of the Warehouse in charge and his certification to that effect.
- N. Trucks for dispatch will be deployed by Company at its own cost.

3. ESTIMATED QUANTITY :

The estimated quantity is as mentioned at Schedule II attached herewith. However, the actual quantity may vary product wise, and shall depend on dispatch schedule confirmed by Job Controller from time to time.

4. CONTRACT PERIOD:

The period of Contract will be 1st **October 2018 to 30th September 2023, however the Company will be entitled to terminate the Contract by giving 90 days' notice.** No such notice will be given in case of termination on grounds of nonperformance/ breach of the terms and conditions of the tender/ Contract. The Contract may be extended for a further period if required on the same terms & conditions and at the sole discretion of the Company.

5. RATE VALIDITY:

- A.** Rate should be quoted in the format stipulated at Schedule II. Rate quoted should be inclusive of all Labour, incidental levy, Mathadi/ Warai/ handling charges etc. The rate quoted shall remain fixed for the Contract validity period and shall not be subject to any rate escalation / de-escalation other than agreed by STL on any account.
- B.** The acceptance of quotation will rest with the Company and reserves to itself the right -
- To reject any or all quotations/ tenders
 - To reject the quotation on the basis of unsatisfactory performance of the Contractor in previous Contracts with the Company.
 - Out of firms having one or more common partners/proprietors, offer of only one firm will be valid at sole discretion of Company.
 - To negotiate with one or more Contractor for revision of rates downwards if the Company feels that rates so received are not appropriate.
 - To split the contract amongst two or more Contractors.
 - To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.

6. PAYMENT:

Contractor shall raise invoice with all necessary enclosures every month by 10th day of the succeeding month. Payment will be made for the job executed as per Invoice certified by Warehouse In charge at the agreed unit rate. Without warehouse in charge certificate the invoice will not be processed. Payment of bills will be made through Cheque within 30 days from the date of submission of the bill along with necessary acknowledgement of dispatch document. Alternatively, payment may be made within 7 days with Cash discount @ 1.50% per month or within 37 days from date of submission of bills through RTGS with transaction fee of Rs. 50/ per Transaction. Payment option chosen by the Contractor shall be considered for making payment against P.O. and certified Invoice. Subject to any clarification, dispute and difference, the Company agrees to settle the bills raised by the Contractor within the period specified in the contract/ P.O.

Every month the Contractor shall submit proof of PF payment to his employed labours and copy of daily attendance register. This is mentioned in detail in Additional clauses.

7. SECURITY DEPOSIT

Upon the Company's intimation of acceptance of Quotation, in case of new vendor, the Contractor shall within 7 days from the date of issue of P.O. deposit with the Company, interest free Security Deposit calculated on the basic Contract value at the following rates for due and faithful performance of the Contract either by Demand Draft payable at Pune or in the form of Bank Guarantee in the proforma prescribed by the Company. The rates of Security Deposit to be calculated on the Contract value will be :

- i. For first Rs. 10.00 Lac @ 10%
- ii. For next Rs. 10.00 Lac @ 7.5%
- iii. For balance amount @ 5%

The Security Deposit amount furnished will be rounded off to the closest multiple of Rs.5000/-.

8. INSURANCE:

The Contractor agrees that during the terms of this Contract, he at his cost shall insure all his employees engaged for this job, against all accidents, fatal or other-wise, injuries that may be suffered by them and all claims arising therefrom shall be concluded by the Contractor directly. Copy of Insurance policy to be submitted to the company.

9. CONTRACTOR TO COMPLY WITH ALL LAWS ETC

- A.** The Contractor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Contractor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be leviable on account of his operations involved under this Contract and whenever necessary submit a copy of the same to the Company.
- B.** The Contractor agrees to meet and observe all the requirements regarding safety of his employees when on duty at the site of the warehouse. The Contractor shall always be responsible for its employees and staff deployed at the Company warehouse.
- C.** Details as mentioned in additional clauses.

10. CONTRACTOR TO COMPLY WITH ALL LAWS ETC:

- A.** The Contractor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Contractor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be

required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be leviable on account of his operations involved under this Contract and whenever necessary submit a copy of the same to the Company.

- B. The Contractor agrees to meet and observe all the requirements regarding safety of his employees when on duty at the site of the warehouse. The Contractor shall always be responsible for its employees and staff deployed at the Company warehouse.
- C. Details as mentioned in additional clauses.

11. DAMAGES/ SHORTAGES :

Contract shall be liable to reimburse to the Company for any loss or damage to the packing material, fertilizers and or any other articles stored in the warehouse, while the same are in your custody irrespective of whether the loss or damage is caused by fire, theft, rain floods or due to any negligence or omission on your part or your representative for whatsoever reasons may be.

In case the material losses exceed permissible limit then recovery will be made for such quantity as per prevailing dealer prices of STL.

Contract shall be liable to reimburse to the Company for any loss or damage to the packing material, fertilizers and or any other articles stored in the warehouse, while the same are in your custody irrespective of whether the loss or damage is caused by fire, theft, rain floods or due to any negligence or omission on your part or your representative for whatsoever reasons may be.

12. TERMINATION:

- A. If the Contractor is unable or fails or neglects to execute the scope of 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 30 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 RFQ. 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. 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. The Contractor/ Tenderer can terminate the contract after giving 30 (thirty) days advance notice to the Company.

- B.** On termination of the contract, the Contractor/ Tenderer will hand over all the equipment's/furniture/article etc. supplied by Company (if any) in good working condition back to Company except normal wear and tear.
- C.** If the successful bidder/ Contractor withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge/Job Company reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements. The Contractor shall continue till such time Company finds alternative arrangement.
- D.** In case it is found that any information furnished by the Tenderer/ Contractor is false or incorrect, the Company at its sole discretion may terminate the Contract/ Order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/ Contractor.
- E.** Any loss incurred by the Company in this respect will be on contractor/ vendor's account.

13. STL NOT RESPONSIBLE FOR CONTRACTOR'S EMPLOYEES :

- A.** The Contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the Contractor for all purposes whatsoever and on his role and shall not be deemed to be in the employment or under the direct control of the Company, for any purpose whatsoever. It is specifically agreed by the Contractor that the employees to be engaged by the Contractor shall not claim any relationship with the Company, including employer-employee relationship. In the event any such claim is made by the employees of the Contractor on the Company, the Contractor shall be wholly responsible and shall indemnify the Company against any such claims, either monetary or otherwise.
- B.** The Contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or condition of services of the employees. If, under any circumstances whatsoever, the Company is held liable or responsible in any manner whatsoever, for the default or omission on the part of the Contractor in abiding by the aforesaid rules, laws and regulations, or is held liable or responsible to the employees of the Contractor in respect of any matter whatsoever, the Company shall be reimbursed by the Contractor for the same, as also any other expenses or costs incurred by the Company, in any proceedings or litigation, as a result of any claim or action the part of the employees of the Contractor, the Company shall be entitled to claim damages or compensation from the Contractor in that event.

14. 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 Warehouse in charge not a fit person to be retained on worksite. Such person shall not be again employed or allowed on the worksite without the prior written permission of the Warehouse In charge.

15. INVOICING:

Invoicing should be done in the name of STL at the above-mentioned address of the registered Office. Invoice should clearly indicate your PAN, GST number.

16. Taxes and Duties:

Taxes will be paid by the contractor as per government notifications.

17. CONTRACTOR TO BE LIABLE FOR ALL THE TAXES ETC.-

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

18. ASSIGNMENT OR SUB-LETTING OF CONTRACT:

- A. The Contractor can subcontract the labours subject to the subcontractor meeting the statutory documents as mentioned in our tender documents.
- B. 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 / joint venture of any party) and permitted assigns.

19. INDEMNITY:

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

The Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Contractor and if, 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.

20. 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.

21. **SETTLEMENT OF DISPUTES & JURISDICTION :**

All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the Contract shall be mutually resolved between the parties. The courts in Pune shall have exclusive jurisdiction to try and entertain the dispute between the parties.

22. **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.

Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

23. **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.

24. **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.

25. **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.

26. **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.

27. **AMENDMENT:**

The parties to this Agreement may add, delete, amend/ 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.

ADDITIONAL CLAUSES -

- A. Contractor/ Tenderer have to submit details along with documentary evidences for the following:
- i. Registration certificate as Proprietary/ partnership firm/private ltd or Public ltd Company.
 - ii. Registration certificate with PF organization for allotment of PF code number.
 - iii. GST Registration certificate.
 - iv. Allotment letter under ESIC Act
 - v. Registration certificate under Maharashtra Labor Welfare Board.
 - vi. Registration certificate for professional Tax.
 - vii. Registration certificate under Maharashtra Labor Welfare Board.
 - viii. Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - ix. Contractor/ Tenderer are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
 - x. ISO Certification holder: Name of certification: -----
-----Validity : ----- (Attested Copy to be enclosed)
 - xi. Organization Chart: Executive -----,
Technical Staff----- (Attested Copy to be Enclosed giving the details)
 - xii. List of requisite machinery, tools & tackles, equipment.
(Attested Copy to be enclosed)
 - xiii. Audited annual Turnover: for last three Financial Years.
 - xiv. List of similar jobs carried out in other company.
 - xv. Client List:

STL reserves the right to accept or reject any or all tenders at its

sole discretion without assigning any reason.

- B. Late tender will not be accepted / received.
- C. 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
- D. 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.
- E. The Contractor/ Tenderer are advised to read carefully all the terms and conditions of the tender document which will form part of the contract.
- F. If the Contractor/ Tenderer give wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.
- G. Not more than one tender will be submitted by one Contractor/ Tenderer for the same work.
- H. **INSTRUCTIONS FOR SUBMISSION OF TENDER:**
 - i. The Contractor/ Tenderer are advised to visit the site of work to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, physical conditions etc. and shall be included on such account while quoting for the tender.
 - ii. Contractor/ Tenderer shall quote the tender in the prescribed format of the tender document. Tenders should be free from overwriting. All corrections should be duly attested by the Contractor/ Tenderer. Tenders should be signed by person/s that are legally authorized to sign on behalf of the person or firm or company tendering and in

- case of firm/ company tender should bear its seal or stamp.
- iii. Tender format should contain columns for amount in Rupees (if any),
 - iv. The Contractor/ 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 Contractor/ Tenderer, who resort to canvassing, will be rejected outright.
 - v. The work may be split up between two or more Contractors or accepted in part and not in entirety, if considered expedient at the sole discretion of STL Management.
 - vi. Submission of a tender will be conclusive evidence to the fact that the Contractor/ Tenderer has fully satisfied himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract, local precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.
 - vii. It will be obligatory on the part of Contractor/ Tenderer to sign the documents for all the component part on each and every page.
 - viii. No Contractor/ Tenderer is allowed to bid below the current minimum wages applicable.
 - ix. The rates are based on minimum wages applicable for the labour.

I. AMENDMENT TO NIT (Notice Inviting Tender)

At any time prior to the deadline for submission of bids, STL 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 Contractor/ Tenderer, modify the NIT by amendment. The amendment will be notified in writing to all prospective Contractor/ Tenderer who have

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

J. SUBMISSION OF TENDERS:

The Contractor/ 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 Contractor/ Tenderer shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

K. EARNEST MONEY DEPOSIT (EMD) Rs.50,000/-

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

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

L. RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

M. SUBMISSION OF TENDERS:

The Contractor/ 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 Contractor/ Tenderer shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date. Metric measurement system shall be applied, wherever it is applicable.

N. RIGHT OF ACCEPTANCE & REJECTION OF TENDER:

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

27.0 Job Controller:

Mr. Uday Patil of Company shall be the job controller.

ANNEX "A"

I. PACKING OF CHELATES/ DOT/ DTB:

A. Packing in 1 kg standy pouches:

- i.** Unstack the 25 Kgs bags from the stock, Unload the contents of each and every bag onto the floor of the packaging site.
- ii.** Fill the material in 1Kg capacity printed standy pouches provided by us, weigh them individually and standardize them. Ensure necessary stamping / Printing on the pouch as required. The permissible handling loss would be max 1.0% of the total quantity offered for packing to you.
- iii.** Sealing of the standy pouches on hand/foot operated or Continuous Band Sealing machine. Sealing should be leak proof & vacuum proof.
- iv.** Insert 10 such sealed pouches in one 10 kg Outer carton. Place complimentary bags provided by us in the Outer cartons and seal the outer cartons. Ensure necessary marking on the outer cartons as required.
- v.** Stack the finished stock at the dispatch location.

B. Packing in 500 gm standy pouches:

- i.** Unstack the 25 Kgs bags from the stock, Unload the contents of each and every bag onto the floor of the packaging site.
- ii.** Fill the material in 500 Gm capacity printed standy pouches provided by us, weigh them individually and standardize them. The permissible handling loss would be max 1.5% of the total quantity offered for packing.
- iii.** 20 standy pouches to be packed and sealed in one 10 Kg outer carton.
- iv.** Sealing of the standy pouches on hand/foot operated or Continuous Band Sealing machine. Sealing should be leak proof & vacuum proof.

- v. Stack the finished stock at the dispatch location.

C. Packing in 250 gm Standy Pouches:

- i. Unstack the 25 Kgs bags from the stock, Unload the contents of each and every bag onto the floor of the packaging site.
- ii. Fill the material in 250 gm capacity printed standy pouches provided by us, weigh them individually and standardize them. The permissible handling loss would be max 2.00% of the total quantity offered for packing.
- iii. 40 standy pouches to be packed and sealed in one 10 Kg outer carton.
- iv. Sealing of the standy pouches on hand/foot operated or Continuous Band Sealing machine. Sealing should be leak proof & vacuum proof.
- v. Stack the finished stock at the dispatch location.

D. Packing in 3 kg Standy Pouches:

- i. Unstack the 25 Kgs bags from the stock, Unload the contents of each and every bag onto the floor of the packaging site.
- ii. Fill the material in 3 kg capacity printed standy pouches provided by us, weigh them individually and standardize them. The permissible handling loss would be max 0.50% of the total quantity offered for packing.
- iii. 4 standy pouches to be packed and sealed in one 10 Kg outer carton.
- iv. Sealing of the standy pouches on hand/foot operated or Continuous Band Sealing machine. Sealing should be leak proof & vacuum proof.
- v. Stack the finished stock at the dispatch location.

II. PACKING OF SF:

A. Packing in 1 Kg Poly pouches:

- i.** From the material provided to you in 25/50 Kg bags, fill the material in 1 Kg capacity printed poly pouches provided by us and ensure weight of every individual pouch of 1 Kg.
- ii.** Seal the poly pouches by hand operated sealing machine. Sealing should be leak proof & vacuum proof.
- iii.** Printing of MRP, Batch No., Date of Packing on the individual poly pouches at prescribed space as per our instruction.
- iv.** Insert 25 poly pouches of 1 kg capacity in Outer bag/carton & seal the outer bag/ carton.
- v.** Stack the bags/cartons at the prescribed storage area.
- vi.** The maximum permissible handling loss would be 0.5% of the total quantity offered for packing to you.

B. Packing in 5 Kg Bags:

- i.** Remove the 25 / 50 Kgs bags from Stack.
- ii.** Remove the material from 25 / 50 Kg bags and fill it into 10 bags of 5 Kgs each. Ensure net weight of each bag is 5 Kgs.
- iii.** Print date of Mfg., Batch No., MRP on each bag of 5 Kgs using ink jet printing machine provided by us.
- iv.** Stitch the mouth of the 5 Kgs bags properly and insert 10 bags of 5 Kgs each into Outer 50 Kgs bag and stitch the mouth of the bag.
- v.** 5 Kg bags once consolidated in bags of 50 Kgs need to be stacked.
- vi.** The maximum permissible handling losses would be 0.8% of the total material offered for packing to you.

C. Packing in 10 Kg Bags:

- i. Unstack the 25/50 kg bags.
- ii. Empty the contents from the bags and fill it into bags of 10 kgs. Ensure net weight of each bag is 10 kgs each.
- iii. Print date of Mfg., Batch No., MRP on each bag of 10 Kgs by using ink jet printing machine provided by us.
- iv. Stitch the mouth of the 10 kgs bags properly and insert 5 bags of 10 kgs each into Outer 50 kgs bag and stitch the mouth of the bag.
- v. Re-Stack the packed 50 kg bags at the prescribed storage area.
- vi. The maximum permissible handling losses would be 0.8% of the total material offered for packing to you.

D. Packing in 25 Kg Bags:

- i. Repack SF material by cutting neutral 25/ 50 kg bag and pour the content in to 25 kg bags supplied by STL.
- ii. Stitch the mouth of the bag properly.
- iii. Print date of Mfg., Batch No., MRP, Mfg. and Importer on each bag of 25 Kgs by using ink jet printing machine provided by us.
- iv. Re-Stack the 25 kg packed bags at the prescribed storage area.
- v. The maximum permissible handling losses would be 0.5% of the total material offered for packing to you.

E. Packing in 50 Kg Bags:

- i. Repack SF material by cutting neutral 25/ 50 kg bag and pour the content in to 50 kg bags supplied by STL.
- ii. Stitch the mouth of the bag properly.
- iii. Print date of Mfg., Batch No., MRP on each bag of 50Kg by using ink jet printing machine provided by

us.

- iv.** Re-Stack the 50 kgs packed bags at the prescribed storage area.
- v.** The maximum permissible handling losses would be 0.5% of the total material offered for packing to you.

F. Packing in 25 Kg Bags from below 10 kg pack bags:

- i.** Repack SF material by cutting neutral 8/9 & 25 kg (damaged/underweight) bag and pour the content in to 25 kg bags supplied by STL.
- ii.** Stitch the mouth of the 25 Kg bags properly.
- iii.** Print date of Mfg., Batch No., MRP on each bag of 25 Kgs by using ink jet printing machine provided by us.
- iv.** Re-Stack the packed 25 kg bags at the prescribed storage area.
- v.** The maximum permissible handling losses would be 0.5% of the total material offered for packing to you.

G. Packing in 50 Kg Bags from below 10 kg pack bags:

- i.** Repack SF material by cutting neutral 8/9 & 50 kg (damaged/short weight) bag and pour the content in to 50 kg bags supplied by STL.
- ii.** Stitch the mouth of the 50 Kg bags properly.
- iii.** Print date of Mfg., Batch No., MRP on each bag of 50 Kgs by using ink jet printing machine provided by us.
- iv.** Re-Stack the packed 50 kg bags at the prescribed storage area.
- v.** The maximum permissible handling losses would be 0.5% of the total material offered for packing to you.

H. Packing in 60 Kg Bags

- i.** Place the various packed SF into 60 kg outer bag.
- ii.** Ensure net weight of each bag is 60 Kgs.
- iii.** Stitch the mouth of the 60 Kg bags properly.
- iv.** Print date of Mfg., Batch No., MRP, month & year of packing on each bag of 60 Kgs by using ink jet printing machine provided by us.
- v.** Re-Stack the packed 60 kg bags at the prescribed storage area.

III. OTHERS/ GENERAL

In case there are additional requirements towards stacking of bags, reprinting, Printing on Bags, erasing of MRP on Bags, and loosening/crushing of Hard Material etc., such services will be required to be provided from time to time as per Job Controllers instructions. Necessary Ink, machines etc. will be provided by the Company.

SCHEDULE II

SR No	DESCRIPTION	UOM	UNIT RATE (in Rs.)									
			Estd Qty	1st Year	Estd Qty	2nd Year	Estd Qty	3rd Year	Estd Qty	4th Year	Estd Qty	5th Year
				Rs/MT		Rs/MT		Rs/MT		Rs/MT		Rs/MT
A	Packing in 250 gm Standy Pouches	MT	75		98		127		165		214	
B	Packing in 500 gm Standy Pouches	MT	175		228		296		384		500	
C	Packing in 1 Kg Standy Pouches	MT	250		325		423		549		714	
D	Packing in 3 Kg Standy Pouches	MT	20		26		34		44		57	
E	Packing in 1 Kg Poly Pouches	MT	6000		7800		10140		13182		17137	
F	Packing in 5 Kg Bags	MT	5600		7280		9464		12303		15994	
G	Packing in 10 Kg Bags	MT	18000		23400		30420		39546		51410	
H	PACKING OF IMP WSF IN 25 KG BAGS	MT	13600		17680		22984		29879		38843	
I	PACKING OF IMP WSF(8/9 kg bag/damaged bags) IN 25 KG BAGS	MT	3400		4420		5746		7470		9711	
J	PACKING OF IMP WSF IN 50 KG BAGS	MT	2000		2600		3380		4394		5712	
K	PACKING OF IMP WSF(8/9 kg bag/damaged bags) IN 50 KG BAGS	MT	500		650		845		1099		1428	
L	PACKING OF IMP WSF IN 60 KG BAGS	MT	11000		14300		18590		24167		31417	
	OTHERS / GENERAL :											
A	Stacking/destacking of packed Bags 25kg, 50kg 60kg	MT	60620		78806		102448		133182		173137	
B	Extra printing other than Batch no,Month & Year of packing & MRP	Per Bag	100000		100000		100000		100000		100000	
C	For Loosening/Crushing of Hard Material	MT	200		200		200		200		200	
D	Erasing of printed matter screen and Stereo re-printing	Per bag/ per line	200000		200000		200000		200000		200000	

SCHEDULE III

CONFIRMATION ON PAYMENT TERMS OPTED FOR

I / We hereby agree to opt for the following payment terms as per clause 6.0 of schedule I of the RFQ.

Payment within 30 days through Cheque.

Payment within 37 days through RTGS with transaction fee of Rs. 50 / Transaction.

Payment within 7 days with cash discount @ 1.50% per month.

(Please tick the payment option desired above)