



SMARTCHEM TECHNOLOGIES LIMITED

(100% subsidiary of Deepak Fertilisers And
Petrochemicals Corporation Ltd)

Regd. Office - Sai Hira, Survey No. 93, Mundhwa, Pune
411036, Maharashtra, India.

Phone : (91-20) 66458114

Email : satish.mankar@dfpcl.com

TENDER REF:	CNB/ SPECIALITY/ WAREHOUSE HIRING/ 2019 - 22
DATE:	10.05.2019

SUB: WAREHOUSE HIRING TENDER

We hereby invite quotations for hiring Ware House around Panvel for storing of Speciality Fertiliser on Annual Rate Contract basis during the period 01.10.19 to 30.09.22.

Scope of work, terms and conditions is as mentioned in the Agreement format mentioned below. The Tenderer is advised to study the same carefully. Tenderer 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 20.05.19 before 4 P.M. along with EMD of Rs 50000/- in the form of DD in favor of Smartchem Technologies Limited, payable at Pune.**

The vendor should **quote the rate in INR**. The rate quoted in the Quotation is to hold good for a minimum period

of **60** days from the date of receipt of the bids. No vendor can withdraw his quotation or revoke or revise the rate within the aforesaid period of **60** days.

Quotations not in line with our tender Terms & Conditions is liable to be rejected. Short listed Vendors will be invited to attend the Commercial discussion which is tentatively planned during **2nd week of June 2019**. 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

Smartchem Technologies Limited (STL) intends to hire Ware House admeasuring **37000 sq. Ft.** around Panvel for a period of 3 yrs. from 01.10.19 to 30.09.22 with payment terms as 150 days credit with following agreement terms and conditions: -

AGREEMENT

(Warehouse License)

THIS AGREEMENT is made at.

Between

_____, residing at _____, hereinafter called "Licensor" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his successors, administrators, executors, legal representatives and assignees) of the FIRST PART;

And

Smartchem Technologies Limited, a Company incorporated under the Companies Act, 1956, having its Registered office at Sai- Hira, Survey no. 93, Mundhwa, Pune - 411036, hereinafter called as "Licensee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the OTHER PART.

WHEREAS the Licensor is the sole owner/ proprietor of the Firm M/s. _____ and absolute owner of the warehouse and situated at _____ and admeasuring about **37000 sq. ft.** (hereinafter referred to as the "Allotted Premises").

AND WHEREAS the Licensee has represented to the Licensor that, the Licensee deals in fertilisers, petrochemicals and shall carry out such business in the Allotted Premises, which is permitted by law with all due permits, licenses, registrations and taxation being borne by them and shall abide by all laws, rules, regulation notification made by the concern Authorities from time to time and shall not violate any provisions of law made by any such authority/ ies from time to time.

AND WHEREAS the Licensor not being need of the referred Allotted Premises for his use and occupation, has agreed, at the request of the Licensee to allow the Licensee to use the Allotted Premises for their material stocking purpose on leave and license basis for a temporary period of _____ **from 1st October 2019 to 30th^T September 2022** (said period) with option to renew the same for a further period on mutually agreed terms.

AND WHEREAS the Licensor has necessary license & other requisite permissions to store fertilisers in the Allotted Premises and has provided the copy of the same to the Licensee.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of the said agreement:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1) The Licensor has agreed to allow the Licensee to use the said Allotted Premises admeasuring approx. _____ Sq. Ft for a temporary period of 36 months (3 Years) commencing from **01.10.2019** and concluding on **30.09.2022** with option to renew this agreement for further period on mutually agreed terms and conditions.
- 2) The Licensee shall use the Allotted Premises along with fittings detailed in Schedule-II hereunder for storing and Office & commercial purpose only during the agreed period.
- 3) The Licensee shall keep the said Allotted Premises in good tenantable livable condition (subject to normal wear and tear) and shall not use the same for any other purpose other than for the Business activity. The Licensee shall not allow the use of the said shop by any other person other than its employees/ agents/ representative, subsidiary/ sister concern of the Licensee subject to normal wear and tear, if any major damage in done to the said Allotted Premises in that case the owner/ Licensor shall be entitled to claim such damages from the Licensee (subject to joint survey through Architect) if the Licensee fails to

pay the damages than in such case the owner/ Licensor shall be entitled to recover to same.

- 4) The Licensor shall pay all the dues and outgoings and all the existing taxes including water tax payable to the Municipality, corporation or any other public authorities in respect of the Allotted Premises.
- 5) The Licensor shall pay the electricity bills of the allotted Premises in the possession of the Licensee. All service charges and maintenance of the complex will be borne by Licensor.
- 6) It is hereby agreed between the parties hereto that all times, the judicial possession of the said Allotted Premises shall be that of the Licensor and the Licensee is merely granted permission to make use of the said Allotted Premises and shall vacate and hand over to the Licensor on expiry of the period stated in clause 1 above.
- 7) It is distinctively understood and agreed between the parties that right of tenancy is not been conferred by this agreement and the relationship of Landlord and Tenant has not come into existence under this agreement.
- 8) That the Licensee shall keep the Allotted Premises in clean and proper usable condition at his own costs and shall not do any such act or thing or omission, so as to cause damage to the said Property.
- 9) The Licensor specifically permits the Licensee to put its name plate, sign board etc. outside the building, in the lobby and on the front side of the floor occupied by the Licensee in the areas, which is clearly visible/ legible to the passer-by/ general public. If any permissions/ permits/ noc is required for the same, the Licensor shall obtain the same at no extra cost to the Licensee. However, the Licensee shall remove the same on termination or early determination of this Agreement.

- 10) The Licensor will also provide enough electrical fixtures, sufficient light and air before occupation by the Licensee in the Allotted Premises. Licensee shall inform the Licensor in case in need of additional fitting and fixtures during the pendency of this agreement.
- 11) That the Licensee shall vacate and peacefully handover the vacant possession of the said Allotted Premises to the Licensor on or before expiry of period or at expiration of the extended period as agreed between parties.
- 12) That the Licensor shall have the right, access and authority to enter upon in the said Allotted Premises, at all reasonable times of the day for inspecting the said Allotted Premises and the fixtures therein, after giving notice preferably in writing.
- 13) The Licensor shall keep the Allotted Premises/ building/ immovable property adequately insured during the validity period of this agreement and forward one (1) copy to Licensee. Licensee shall not be responsible for any loss to the Allotted Premises/ Building/ immovable property. Licensee will take insurance cover for the stock stored in the Allotted Premises.
- 14) The Licensor shall not have any lien, charge, mortgage on Licensee's goods/ stock kept in the Allotted Premises / godown in respect of any bills or charges that may remain outstanding for payment.
- 15) That this Agreement shall be further renewable by mutual consent of the parties. The renewal shall be agreed, at least one (1) month prior to the expiry of the period under this Agreement on mutually agreed terms.
- 16) That in case either of the parties desire to terminate this Agreement earlier to the said period, then the terminating party shall give notice in writing to the other party of not less than Three (3) month or pay Three (3) month Compensation, in lieu of notice period falling short.

- 17) Any notice to be served on either party in this Agreement by the other party shall be deemed to have been served, if such notice is sent to the party to whom it is addressed at its last known place of business in a pre-paid registered post.
- 18) That the Licensee shall not store any other material other than Licensee's products/ fertilisers or highly inflammable or obnoxious substance or any such material in the said property, which may be hazardous and dangerous for the safety of the Allotted Premises as well as the entire building and neighbors.
- 19) It is clarified that, Licensee shall clear all its business liabilities including not limited to sales, tax, service tax, octroi or any other duties as may be levied by any authority punctually and without fail for the business done during the period/ tenure of this agreement. In case any liability arose, the Licensee shall indemnify the Licensor and the said Allotted Premises from whatsoever liabilities arises during license period. It is further clarified that, the Licensee shall obtain all the necessary permissions and license as my required to do the business and shall be bound to inform to such authority and it's his bankers, vendors other business related persons that, property has been taken on the license basis (if required).
- 20) This Agreement shall be modified only by a written agreement signed by both the Parties.
- 21) If any time during the subsistence of this Agreement, the said building or the Allotted Premises shall be destroyed or damaged by fire, tempest, earth quake, accident, Act of God, war or due to any other cause (not due to the negligence of the Licensee) beyond the control of the parties so that the Allotted Premises becomes unfit for operation, then in such a case notwithstanding anything stated hereinabove both parties shall have option to put an end to this Agreement by giving 15 days' notice to the other, in such an event.

- 22) The Licensee shall vacate and give charge of the Allotted Premises to the Licensor on expiry or earlier termination of this Agreement, excepting normal wear and tear.
- 23) At the time of vacating the premises the Allotted Premises Licensee is entitled to remove all the fixtures and fittings belonging to the Licensee and brought into the Allotted Premises from time to time.
- 24) The allotted Premises shall be used for storing the goods of the Company and for its commercial purpose only and the Licensee shall not allow any other activity in the premises.
- 25) This agreement shall be subject to the Territorial Jurisdiction of District Court, Pune (State-Maharashtra).
- 26) It is agreed between the parties that, stamp-duty, registration charges shall be borne by the parties equally, however the Lawyer's fees of respective parties shall be borne by the parties respectively.
- 27) Licensee shall pay compensation/ license fee to the Licensor which is more particularly specified in **ANNEXURE A'** enclosed herein-under during the validity period of this Agreement.

This Deed Agreement so executed will be effective from 01/09/2018.

SCHEDULE- I

: SCHEDULE OF PROPERTY:

ALL THAT PIECE AND PARCEL OF THE Premises bearing
premises/ _____. Admeasuring _____ sq. ft
bounded on: -

On or towards North by - _____.
On or towards South by - _____.
On or towards East by - _____.
On or towards West by - _____.

SCHEDULE - II

: FIXTURES AND FITTINGS:

(1) Fan - ____ Nos
(2) Tube Lights - ____ Nos
(3) Bulbs - ____ Nos.

IN WITNESS WHEREOF both parties to this Agreement or their duly authorized representatives signed on the day, month and year herein below written.

LICENSOR - _____ .	LICENSEE - SMARTCHEM TECHNOLOGIES LIMITED
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SIGN:	SIGN:
NAME:	NAME:
TITLE/ DESIGNATION:	TITLE/ DESIGNATION:
DATE:	DATE:

IN PRESENCE OF WITNESSES:

Signature: Name: Address:	Signature: Name: Address:
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ANNEXURE A

(STL shall pay to the OWNER/ LICENSOR License fee/ Compensation/ Charges more particularly as specified hereunder)

1) RATE - @ Rs. ____/- PER SQ.FT. ANNUAL ENHANCEMENT @ 3% EVERY YEAR.

FOR WAREHOUSING SPACE OF _____ SQ.FT.

FOR 3 YEARS VALUE REFER THE TABLE BELOW -

Sr No	Rate/ Year	Value/ Mon	Value/ Year
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2) ELECTRICITY CHARGES -
WILL BE PAID AT ACTUAL ON SUBMISSION OF COPIES OF ELECTRICITY BILLS.

3) CONTRACT VALIDITY -
3 YEARS - VALID FROM 01.10.2019 TO 30.09.2022.

4) PAYMENT -
150 days credit.

5) TERMINATION -

THIS CONTRACT MAY BE TERMINATED EITHER BY PARTY BY GIVING PRIOR THREE MONTHS NOTICE WITHOUT ASSIGNING ANY REASON. HOWEVER, PAYMENT FOR THE PERIOD FOR WHICH PREMISES HAVE BEEN HIRED WILL BE MADE.

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.