

NOTICE INVITING TECHNICAL TENDER

Ref. No.: DFPCL-STL/RA/FF/2019-20

Date: 12th-Feb-2020.

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

Sealed tenders in Technical bid system are invited for Freight Forwarding Services for Pick up materials from different countries. Technically acceptable Freight Forwarder against this tender shall be enlisted in our pre-qualified list of Freight Forwarder for pick up material and contract would be finalized by online auction procedure.

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

The Technical tenders, along with completed filled, signed & stamped **Annexure B**, super scribing "**Tender for Freight Forwarding Services for a period of One year**" should reach our Taloja office on or before **25-02-2020** before **14:00 hours**. Technically eligible Freight Forwarder's would be informed and allowed to participate in the online close bid (As per **Annexure C**) followed by Reverse auction to be held on **03-03-2020 at 11 a.m.**, subject to payment of EMD of Rs.40 Thousands and submission of declaration as required.

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

Thanking you,

Yours faithfully,

For & on behalf of

Deepak Fertilizers and Petrochemicals

Corpn. Ltd/Smartchem Technologies Limited

(.....)

Srikanta Behera

(Signature & Seal of the Tenderer)

General Manager (Commercial)

DEEPAK FERTILISERS & PETROCHEMICALS CORPORATION LIMITED

Tender No: DFPCL-STL/RA/FF/2019-20

Date: 12th, Feb 2020.

Technical Tenders (NITT) for FREIGHT FORWARDING Services for a Period of One Year.

1. **Closing date & time** : 25-02-2020; 14:00 Hours
2. **Tenders to be submitted to** : General Manager (Commercial)
DFPCL/STL
Plot K-1-8 Taloja Ind. Area. Taloja
3. **Place of receipt and opening of bids:** DFPCL/STL – Taloja works

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

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

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

FREIGHT FORWARDING OF IMPORT CONSIGNMENT BY AIR

4.0 Scope of Work:

During the period of this contract, the freight forwarder shall themselves and through their overseas agents render the services to DFPCL/STL, but scope is not limited to the following:

4.1 To contact the foreign suppliers on whom purchase orders have been placed by DFPCL/STL and collect / receive the cargo from them and arrange for its carriage securely by air to the specified destination in India viz. Mumbai Airport. The carriage of the cargo should be effected through any first in the interest of DFPCL/STL, to avoid delay.

4.2 After receiving the cargo from the foreign suppliers arrange its air freighting to MUMBAI Airport in India by the earliest available flight, preparing separate House Air Way Bills in respect of each consignment.

4.3 In case the material is to be lifted from the supplier, it shall be collected and air freighted within 3 working days of advice, & for USA 4 days.

4.4 In case of delivery of material by the supplier at contractor's agents warehouse or Airport, materials should be air freighted within 5 days from all destinations except USA, for USA 6 days from pick up date, otherwise penalty 0.5% to 5% of freight amount will be reimbursed to DFPCL/STL. However, in case of extreme emergencies, further promptness shall be expected from the freight forwarder.

4.5 The freight forwarder will keep DFPCL/STL posted with all information regarding the readiness of cargo for dispatch, expected date of dispatch and other relevant details in advance

4.6 The carriage of the cargo shall be affected through any first class carriers, preferably through Lufthansa, Swiss Air, Air France, KLM, Qantas, Alitalia, Delta and Air India. Whenever these carriers do not operate flights due to strike or any other reasons, airfreight shall be arranged through any other reputed first class available foreign airline in the interest of DFPCL/STL, to avoid delay.

4.7 The Freight Forwarder and / or their agents shall check with reference to relevant Purchase order terms and conditions and ensure that all the consignments / pickings received for onward transportation, give requisite information in AWB, particularly with regard to the following before dispatch:

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1. Marks and Number of parcels / cases
2. Airport of destination - MUMBAI Airport
3. Gross weight and dimensions of each package.
4. Correct description of items.
5. Terms of trading, i.e FOB etc.

4.8 The Freight forwarder shall consolidate and bulk the air cargo intended for DFPCL/STL whenever necessary. However, they or their agents shall not hold the cargo for purpose of consolidation for a period exceeding five working days from the date of receipt of the cargo from the suppliers.

4.9 The Freight forwarder will be responsible and accountable to DFPCL/STL for the safety, care, handling and storage of cargo while in their or their agent's custody. In case of any loss or damage or shortage or deterioration to the cargo while in their custody and / or their agents on any account, the liability of the Freight Forwarder for the purpose of this clause will be limited as per Warsaw convention / IATA rules.

4.10 The Freight forwarder shall ensure that the cargo is sufficiently and properly packed in Air worthy packing by the suppliers before it is air- freighted.

4.11 The Freight forwarder shall on receipt of cargo, promptly notify DFPCL/STL Taloja and Clearing agents about the arrival of the cargo at destination and handover all the related documents like House Airway Bill, Cargo Arrival Notice, Manifest copy, Delivery order, Invoice, Packing list etc. directly to Clearing agents for effecting speedy clearance of the consignments. Additional one set of each of these documents shall be forwarded to DFPCL/STL, Taloja by Fax / Courier. House Airway Bill shall be prepared as per the attached rates schedule and shall indicate the details of departure, airport / suppliers name / purchase order No; Items, case markings, commodity description, L/C No. if any etc.

4.12 Cargo arrival notice shall be issued within 24 hours of arrival of the cargo.

4.13 IGM No. /Item No. shall be furnished to our Clearing agent and our Taloja / Mumbai office within 24 hours of landing of flight excluding Air India in which case, within 48 hrs. of landing of flight.

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4.14 The description in the consolidated manifest enclosed with the Master Airway Bill should tally with every House Air Way Bill to avoid the amendments to the Manifest that will be required to clear consignments at Customs. The demurrage charges payable on this account will be reimbursed by the Freight forwarder.

4.15 It will be the duty of the Freight forwarder in all cases of loss or misplacement of consignments to take such measures as may be reasonable for the purpose of averting or minimizing the loss to ensure that all rights of DFPCL/STL against Carriers, Port Authorities, Insurance Company or other third parties are prospects preserved and exercised.

4.16 Cargo should be transported through direct shipment on point to point basis without any transshipment. Transshipment should be avoided whenever possible.

4.17 In case of short landing/damages, FF shall arrange to issue short landing/ damage certificate to our nominated clearing agent and should accept shortage/damage claim filed by us or our clearing agent.

FREIGHT FORWARDING OF IMPORT CONSIGNMENT BY SEA

5 SCOPE OF WORK

During the period of this contract, the freight forwarder shall themselves and through their overseas agents render following services to DFPCL/STL:

5.1 To contact the foreign suppliers on whom purchase orders have been placed by DFPCL/STL and collect / receive the cargo from them and arrange for its carriage securely to the specified destination in India viz. Mumbai Port / JN Port.

5.2 After receiving the cargo from the foreign suppliers to arrange it's sea freighting to MUMBAI port / JN port in India by the earliest available vessel, preparing separate House B/L or Master B/L as the case may be in respect of each consignment.

5.3 The freight forwarder will keep DFPCL/STL posted with all information regarding the readiness of cargo for dispatch, expected date of dispatch, expected date of arrival at Port in India, and other relevant details.

5.4 The carriage of the cargo shall be effected through any conference line / Regular line vessel under 15 years of age classified as Lloyds 100-AI / as per Institution of London underwriter classification clause whenever such type of vessels are not available. Sea freight shall be arranged through above 20 years of age, if owned by a member of freight conference / Regular line vessel in the interest of DFPCL/STL, to avoid delay.

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5.5 The Freight Forwarder and / or their agents shall check with reference to relevant Purchase order terms and conditions and ensure that all the consignments / pickings received for onward transportation give requisite information in B/L, particularly with regard to the following before dispatch:

1. Marks and Number of parcels / cases / drums
2. Port of destination - MUMBAI port / JN port.
3. Gross weight, net weight and dimensions of each package.
4. Correct description of items.
5. Terms of trading i.e FOB etc.

5.6 The Freight forwarder will take necessary precaution and care to ensure safe handling / of the cargo while in your custody.

5.7 The Freight forwarder shall ensure that the cargo is sufficiently and properly packed in sea worthy packing by the suppliers before it is sea freighted.

5.8 The Freight forwarder shall on receipt of cargo, promptly notify DFPCL/STL Taloja and Clearing agents about the arrival of the vessel at destination and handover all the related documents like Cargo Arrival Notice and details of IGM / Item No. of the cargo in the manifest directly to clearing agents for effecting speedy clearance of the consignments. Additional one set of each of these documents shall be forwarded to DFPCL/STL, Taloja by Fax / Courier. House Bill of Lading or Master Bill of Lading shall indicate the details of departure, sea port / suppliers name / Purchase order No; Items, case markings, commodity description, L/C No. if any etc.

5.9 IGM / Item No. should be filed strictly in accordance with the details given in the Bill of Lading more specifically to cover the name of the Importer, details of the quantity of the material, Number of packages, net weight and gross weight and also the shipping marks and numbers, for the smooth preparation of the documents for Customs clearance.

5.10 Cargo arrival notice shall be issued within 24 hours of arrival of the vessel.

5.11 Prior intimation should be given for IGM No. and Item number of the consignments well in advance before arrival of the vessel for speedy customs clearance and also to note the Bill of Entry under prior entry.

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5.12 In case of delay in clearance due to non-submission of documents in time, in appropriate manner, the resultant demurrage charges will be reimbursed by the Freight forwarder.

5.13 It will be the duty of the Freight forwarder in all cases of loss or misplacement of consignments to take such measures as may be reasonable for the purpose of averting or minimizing the loss to ensure that all rights of DFPCL/STL against Carriers, Port Authorities, Insurance Company or other third parties are prospects preserved and exercised.

5.14 We need 14 days free detention charges for FCL Container.

5.15 If the cargo lies unattended by the freight forwarder or their agents, for the period of more than 8 days for the reason attributed to the failure of freight forwarder or their agents, penalty 0.5% to 5% of freight amount will be reimbursed from FF to DFPCL/STL.

5.16 In case of short landing/damages, FF shall arrange to issue short landing/ damage certificate to our nominated clearing agent and should accept shortage/damage claim filed by us or our clearing agent.

6. Duration & validity of contract :

6.1 The period of contract shall be One (1) year from the date of award of contract. However, the company may terminate the contract earlier without any notice if in the opinion of the Company the performance of the Freight Forwarder is not satisfactory.

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

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

7. **Commencement of work:** The Freight Forwarder shall start his work from March 16, 2020

8. **Volume of work:**

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

9. **Payment Mode:**

Payment will be made within 30 days from the receipt of CAN. Payment shall be released by RTGS. Successful Freight Forwarders shall provide the requisite details of their Account No.,

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Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, to the Finance Dept.

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

11. **Eligibility Criteria:-**

- (a) Freight Forwarder black listed by DFPCL/STL / Other Public Sector Undertakings / Co-operative Sector **OR** Freight Forwarder de-listed by the above-referred Organizations in the last two years shall not be considered. **(Tenderer has to submit an undertaking as per Annexure "B")**.
- (b) Freight Forwarder must have executed at least one contract for handling of Hazardous / chemical cargo a minimum value of Rs.20.00 lakh or TWO contracts handling of Hazardous / chemical cargo minimum value of Rs.10.00 Lakhs or THREE contracts for handling of Hazardous / chemical cargo with a minimum value of Rs.5.00 lakhs in any one year period out of the last 03 years, till 31st-January-2020. (In proof of the same, the Freight Forwarder 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. **(Tenderer has to submit an undertaking as per annexure "B")**
- (d) The Freight Forwarder (s) shall have minimum solvency of Rs.10.00 lakh and latest certificate from any Nationalized/Scheduled Bank except Rural/Co-operative Bank has to be enclosed with request.
- (f) Freight Forwarder should have valid license.

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

- (g) Freight Forwarder shall also furnish details as per **Annexure-A**, along with supporting documents.
12. Technically acceptable Freight Forwarder pre-qualification will be valid for a period of one year, which will be at the sole discretion of DFPCL/STL. Pre-qualification is no guarantee for award of contract. Contract will be awarded to the CHAs based on the result of the online auction.
13. Tenderer must satisfy himself completely regarding terms & conditions of the tender, scope of work and working conditions at the units and get clarification, if any, before submitting the tender.

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

15 GENERAL TERMS & CONDITONS

1.1 SUBMISSION OF TENDERS:

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

The Technical tenders, along with completed filled, signed & stamped Annexure: A & B, superscribing "**Tenders (NITT) for FREIGHT FORWARDING Services for a Period of One Year**" should reach our Taloja office on or before **25.02.2020 before 14:00 hours.**

Envelope No.1: To be superscripted "**Tenders (NITT) for FREIGHT FORWARDING Services for a Period of One Year**" and to contain the following documents:

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

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

- 1.2 **DECLARATION OF FREIGHT FORWARDER RELATIONS WITH DFPCL/STL EMPLOYEES:** Should a CHA have a relation or in the case of a firm, one or more of its partners a relation or relations employed in DFPCL/STL or in case of company any of its official or relations employed in DFPCL/STL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which DFPCL/STL may in its sole discretion reject the tender or rescind the contract. If any ex- employee(s) of DFPCL/STL is/are employed, with the Freight Forwarder (s), name, designation, department and employee number of such employee(s) be indicated and if any ex-employee(s) of DFPCL/STL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL/STL from time to time.

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- 1.3 DFPCL/STL reserves the right to accept at its sole and unfettered discretion any of the tenders or part thereof or to reject any or all of the tenders or split and award work between more than one Freight Forwarders without assigning any reasons whatsoever.
- 1.4 The Freight Forwarder(s) shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the "NITT".
- 1.5 The rates quoted by the Freight Forwarder shall remain firm till the completion of job/contract period and during the extended period, if any. No escalation on any other ground shall be allowed.

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

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

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

2.01 Freight Forwarder(s) to indemnify DFPCL/STL:

The Freight Forwarder(s) shall indemnify DFPCL/STL and every officer and employee of DFPCL/STL against all actions, proceedings, claims, demands, costs and expenses

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whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against DFPCL/STL for or in respect of, arising out of any failure by the Freight Forwarder in the performance of his obligations under the contract documents.

2.02 Payments of claims and demands:

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

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

2.4 Insurance of Employees of Freight Forwarder:-

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

2.05 Dispute not to hold up works:

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

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

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

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

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

3.0 Freight Forwarder's obligations:

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

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

3.3 MEDICAL TREATMENT IN CASE OF ACCIDENT.

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

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

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

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

4.00 SPECIAL TERMS AND CONDITIONS.

The Contractor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Contractor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be liable on account of his operations involved under this Contract.

Contractor should possess Freight Forwarder License registration in their own name and should have handled clearance and movement during last three years under the

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registered license at JN Port. The Freight Forwarder License registration at JNPT should be valid for minimum period up to March 2021.

The Contractor shall make well at his own cost any damage to the property of the Company or any other body, persons, local authorities etc. due to or arising from his operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable or Security Deposit of the Contractor.

5.0 PROPER CHECKING AT THE TIME OF TAKING DELIVERY OF MATERIAL

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

6.0 DELAYS IN SERVICE:

A period of maximum **01 DAYS** will be allowed for delivery of Service. In case delivery period is to cross the permissible period (beyond 24 hours) it is Freight Forwarders responsibility to inform DFPCL/STL mentioning the reason.

7.0 EMD / SECURITY DEPOSIT

In the event of contract, the Freight Forwarder shall be required to submit security deposit of Rs.1 lac for the faithful execution of contract along with your technical bid proposal. The security deposit can be furnished by way of a Bank Guarantee from any nationalized or scheduled Bank excluding Rural and Cooperative Banks. The Bank Guarantee must be valid till expiry of the contract plus claim period of three months. No charges are reimbursable for getting Bank Guarantee. Freight Forwarder has the option to deposit Security Deposit in the form of Demand Draft, payable at Mumbai.

No interest shall be payable on Security Deposit.

8.0 PAYMENT TERMS

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

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

9.0 **FORCE MAJEURE:**

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

10.0 **TERMINATION OF CONTRACT IN FULL OR PART:**

A) If the Freight Forwarder(s):

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

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

11.0 ARBITRATION

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

12.0 JURISDICTION

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

(Signature & Seal of the Tenderer)

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

**Srikanta Behera
General Manager (COMMERCIAL)**

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

Dated : (Signature & Seal of the Tenderer)

Place :

(Signature & Seal of the Tenderer)

ANNEXURE -A

INFORMATION REGARDING TECHNICAL QUALIFICATION

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

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

2016 – 17 To be attached
2017 – 18 To be attached

(Signature & Seal of the Tenderer)

2018 – 19 To be attached

15.*Original Copy of Solvency Certificate To be attached

16. Details of Bank Account:

Account Number:

Name & Branch Code: & **branch code**

RTGS/ NEFT/ IFSC Code:

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

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

(Please attach separate sheet for additional information)

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

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

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

If any other sister concern has applied for this tender:

21. Any other relevant information:

Date: _____

Signature with Seal

(Proprietor/Partner/Managing Director/Director)

* **Documentary Proof to be enclosed.**

(Signature & Seal of the Tenderer)

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

ANNEXURE-B

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

Hereby solemnly affirm and declare as under:

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

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

Dated:

(Signature of Authorized Representative)

Place:

(Seal of the Firm)

(Signature & Seal of the Tenderer)

INFRASTRUCTURE / HUMAN RESOURCE:

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

3. Logistics infrastructure possessed: Non asset based company.

(Signature of the Tenderer & Seal)

(Signature & Seal of the Tenderer)

Annexure C (A)

Destinations Covered under Contract				
SR NO	NAME OF COUNTRY & AIRPORT TO MUMBAI AIRPORT	FOB	EX WORKS	FCA
1	SINGAPORE			
2	GERMANY : Frankfurt			
3	ANY OTHER GERMAN AIRPORT			
4	BELGIUM: Brussels/Zelev			

(Signature & Seal of the Tenderer)

5	NETHERLAND: Amsterdam			
6	FRANCE: LYS / CDG			
7	UNITED KINGDOM LHR / HEATHROW			
8	SWITZERLAND Zurich			
9	SWEEDEN Stockholm/Gothenburg			
	FINLAND Helsinki			
10				

(Signature & Seal of the Tenderer)

11	JAPAN Narita			
12	CHINA Shanghai			
13	AUSTRIA Vienna			
14	UAE Dubai			
15	USA CHICAGO			

(Signature & Seal of the Tenderer)

16	PHILADELPHIA			
17	NEW YORK			
18	LOS ANGELES			
19	WASHINGTON DC			
20	HOUSTON			
21	DALLAS			
22	ANY OTHER PORT IN USA			
23	ITALY			
	DESTINATION CHARGES :			
	D O CHARGES			
	CC FEES OR			
	MINIMUM			
	BREAK BULK FEES			
	IGM FILING			
	CARTAGE			
	AIR LINE CHARGES			
	THC			
	GST			
	PAYMENT			

(Signature & Seal of the Tenderer)

	AIR LINE CHARGES			
	Terminology	FOB: Free on Board .FF will bring the Material from airport		
		Ex works : FF will collect the material from suppliers warehouse/ Plant up to airport And will bring the material from airport		
		FCA : Free carriage along side airport In this case Pick up charges will not applicable		

(Signature & Seal of the Tenderer)

Annexure C-B

SR NO	NAME OF SEA PORT TO NHAVA SHEVA	FOB
1	SINGAPORE	LCL US \$ W/M
	SINGAPORE	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
2	SPAIN	LCL US \$ W/M
	BARCELONA	MIN US \$ W/M
		FCL 20' & 40' US \$
		BAF - AT ACTUAL AT PRESENT
		CAF AT ACTUAL AT PRESENT
3	FRANCE	LCL US \$ W/M
	LE-HARVE	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
4	CHINA	LCL US \$ W/M
	SHANGHAI	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
5	GERMANY	LCL US \$ W/M
	HAMBURG/ ANY PORT	MIN US /SHPT

(Signature & Seal of the Tenderer)

		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
6	U.K.	LCL US \$ W/M
	ANY PORT	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
7	JAPAN	LCL US \$ W/M
	KOBE/ YOKOHAMA	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
8	FINLAND	LCL US \$ W/M
	ANY PORT	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
9	SWEDEN	LCL US \$ W/M
	GOTHENBURG/ ANY PORT	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
10	U.S.A	LCL US \$ W/M
	LOS ANGELS	MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
11	HOUSTON	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present

(Signature & Seal of the Tenderer)

12	NEW YORK	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
13	DALLAS	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
14	NETHERLANDS AMSTERDAM	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
14	ITALY	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
14	UAE DUBAI	LCL US \$ W/M
		MIN US /SHPT
		FCL 20' & 40' US \$
		BAF- At Actual at Present
		CAF – At Actual at Present
	CC FEES	% ON FRT OR MIN US \$ WHICH EVER IS HIGHER
	BREAK BULK CHARGES	INR /-
	DO CHARGES	INR /-
	IGM FILING	NIL
	CARTAGE	NIL
	SHIPPING LINE CHARGES	NIL
	THC	AT ACTUALS
	GST	AT ACTUALS

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)

(Signature & Seal of the Tenderer)