



STL/PGM/2022-23/01

Date- 02/03/2023

TENDER REF.: ONLINE AUCTION FOR SALE OF USED EQUIPMENTS CONTAINING PRECIOUS METALS ON 'AS IS WHERE IS BASIS' FROM K7/K8 PLANT, TALOJA MIDC & SRIKAKULAM PLANT

STL is inviting bids to sell various Used Equipment's containing precious metals from Companies for its Plot no. K7/ K8, & Srikakulam Plant through online platform. The detail scheduled of program is given below:

Schedule of Program

Location	1) Smartchem Technologies Ltd. Plot-K7-K8 Taloja, MIDC Ind. Area, Taloja- 41008, Maharashtra 2) Smartchem Technologies Ltd Survey No: 26, Ponnada (V), Etcherla (M), Srikakulam - 532408, Andhra Pradesh
Inspection of Materials	Inspection till 31st March 2023
Last date for the EMD collection	On or Before 7th April 2023
Initial Bid/ Quotation Date	On or Before 10th April 2023
On-Line Auction Date	On 18th April 2023

Contact details.

Smartchem Technologies Ltd (100% Subsidiary of Deepak Fertilizers and Petrochemical Corporation Ltd Mr. Srikanta Behera Ph- 022-50684143 E-mail:Srikanta.behera@dfpcl.com	Smartchem Technologies Ltd (100% Subsidiary of Deepak Fertilizers and Petrochemical Corporation Ltd Mr. Sandeep Shinde Ph- 022-27413034 E-mail:Sandeep.shinde@dfpcl.com
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SR.NO	DESCRIPTION OF EQUIPMENT'S MATERIAL	UOM	QTY offered for Sale		TOTAL QTY	GST	EMD in INR	EMD in USD
			STL, Taloja MH, K7/K8 Plant	STL, Srikakulam, AP Plant				
1	Vertical Expander Gas Heater(VEGH) of Nitric acid Plant	NO	1	0	1 LOT	18	1,00,00,000/-	\$ 1,20,919.00
2	Waste Heat Boiler (WHB) of Nitric Acid Plant	NO	1	0		18		
3	Removed Converter Elbow :Placed between VEGH & WHB) of Nitric acid Plant	NO	1	0		18		
4	Removed Tubes of Tail Gas Heater no-3	MT	6	0		18		
5	Cooler Condenser of Nitric Acid Plant	NO	0	2		18		

(Herein after referred to as “said Equipment’s”).

Special Note – Bidder has to provide Quotation considering single lot of all above equipment’s/materials. Selected H1 Bidder needs to provide the bifurcation of prices equipment/Material wise for invoicing purpose on latter stage after final selection of H1 bidder by seller.

TERMS & CONDITIONS OF THE ONLINE AUCTION –

Definitions

- **SELLER:** Seller Smartchem Technologies Ltd. is further referred in this tender as STL.
- **TENDERER/ BIDDER:** Any person - as a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered with us and who makes or places a bid for and purchases of the scrap/Equipment in full is considered as a bidder.
- Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

1.0 GENERAL TERMS & CONDITIONS

- 1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made for purchasing of material to the HIGHEST BIDDER on Ex-works(EXW) and “AS IS WHERE IS BASIS” and “NO SELECTION/CHOICE” . The Seller does not undertake any responsibility to procure any permission/ license etc. in respect of the said equipment’s offered for sale. In case of foreign vendor, all related export formalities for taking the material outside India will be done by the BIDDER and coordinated by the Seller and the expenses including any taxes or duties arising

out of the export formalities till the material reaches the destination will be borne by the BIDDER.

- 1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements made during the auction in the auction room/**Online Portal** and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids are received or not and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller.
- 1.3 Participation and bidding shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and who have not been previously blacklisted by **STL** and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the **Equipment**.
- 1.4 Final decision regarding participation will be with the Company/**Seller**. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of the **equipment/Scrap sale** including the amendments if any. Seller will not entertain any complaints or objections once Bid is placed.
- 1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Equipment's at any stage even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of equipment's, if paid by the successful bidder. SELLER shall not be responsible for any damages/ loss whatsoever to the successful bidder because of such withdrawal.
- 1.6. INDIAN Tenderers have to submit details along with documentary evidence for the following documents wherever applicable:
 - a] Registration/ incorporation certificate as Proprietary/ Partnership Firm/ Private Ltd or Public Ltd Company/ LLP.
 - b] Registration certificate with Goods and Service Tax (GST).
 - c] Allotment letter under ESIC
 - d] Registration certificate with Income Tax Dept for allotment of permanent income tax code number.
 - e] List of similar jobs carried out in other company.

Special Note: The contractors/Tenderer's who are already registered with STL need not to submit the documents mentioned above.

1.7 Foreign/Overseas Tenderers/Bidders will have to submit the filled 'Vendor Registration Form' when asked by seller which will be communicated separately to respective tenderer/bidder.

1.8. STL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.

1.9. Late tender will not be accepted / received.

1.10 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

1.11. 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. The Final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.

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

1.13. If the Tenderers 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.

1.14. Not more than one tender will be submitted by one Tenderer for the same work.

2.0 PARTICIPATION

2.1 The bidder has to register with the STL by submitting the KYC form duly filled and signed along with self -attested copies of their PAN Card, valid GST registration certificate, and address proof by way of electricity bill or telephone bill or Bank account statement. **Overseas/Foreign bidder need to refer clause number 1.7 for registration process with seller.**

2.2 Indian prospective bidder after completing the registration process shall have to deposit Earnest Money Deposit (EMD) through RTGS/NEFT only at **State Bank of India A/C no - 38183301462, Branch code- 08966, IFSC code – SBIN0008966**. Other mode of payment will NOT BE ACCEPTED, and the bid will be rejected.

2.3 Foreign/Overseas bidders shall have to deposit the Earnest Money Deposit (EMD) in below given account details.

Beneficiary:	Smartchem Technologies Ltd
Bank Name of Beneficiary:	State Bank of India
Bank SWIFT:	SBININBB152
Beneficiary A/c No:	38183301462
Correspondent Bank	State Bank of India, New York
Address of Correspondent bank	New York- USA
Swift code of correspondent bank:	SBINUS33

- 2.4 Duly filled Declaration Form to be submitted along with visiting card at STL site office along with Earnest Money Deposit (EMD).
- 2.5 Only after completion of the registration process and deposit of EMD payment as prescribed in clause 2.1 & 2.2 above, seller will activate the User – Identity to enter the website for auction portal.
- 2.6 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.
- 2.7 In case of successful bidder, the EMD amount will be converted into Security Deposit (SD) and same shall be refunded after satisfactory execution of order. For unsuccessful bidders EMD will be refunded by STL. Under any case SD/EMD shall not bear any interest.

3.0 TECHNICAL BID

Brief Description -

During production of nitric acid, some amount of precious metal loss always takes place over the period of campaign length.

The lost precious metals are recovered to extent of 70 to 75 %, by the Catchment recovery gauzes (Pd Gauzes) placed underneath the Pt/Rh Catalyst. The rest of the lost precious metal travels over the surfaces of the downstream exchanger (tubes or inner surfaces of shell as per design), then travel to absorption towers and finally inside the storage tanks.

Bids are invited to dispose following equipment on Ex-works(EXW) and “as is where is” basis. This equipment’s were in service for 11 years, now kept preserved in plant area for disposal.

The technical details of Equipment's/Material offered for Sale/Disposal are as follows.

1. Expander gas heater (Vertical shell and tube exchanger- placed next to catalyst basket)

Vertical Expander gas heater (VEGH)	113-N
Make and Mfg year	Godrej & Boyce Mfg Co Ltd / 2009
In operation for no. of years	11
Fluid Shell / tube	Process gas / Tail Gas
Operating temperature Shell side and Tube side	950 Deg C and 650 Deg C
MOC	SS 316, SB 163 UNSN08810, SB-409 UNS N08810, SA 240 Type 316 Ti, SS 310, INCO 810, SS 304, Haynes alloy 230, SA 105 etc
Approximate weight	33.3 MT
Shell ID and Thickness	2591 ID X 22 THICK, 4088 mm length, 590 U tubes

2. Waste heat boiler : Placed after convertor elbow.

Waste heat boiler (WHB)	114-A
Make and Mfg year	MISSOURI BOILERS AND TANKS CO./ 1979
In operation for no. of years	11
Fluid Shell / tube	Tubes: Process gas and shell : steam
Operating temperature Shell side and Tube side	Process gas : 650 Deg C Steam: 255 Deg C
MOC	Shell side: SA 515 Gr 70 Tube side OR Jkt. : SB 409 Alloy 800H Tubes: SA 268 TP 40S Welded Tube sheet: SA 240 GR 405 SS
Approximate weight	11.8 MT Boiler
Dimensions	Length 15'- 7 3/4" Dia: (2'- 4 5/8 " X 2)

3. Removed Convertor elbow: (Placed between VEGH and WHB)

Convertor elbow	112-A
Make and Mfg year	MISSOURI BOILERS AND TANKS CO./ 1979
In operation for no. of years	12 years since relocation from Serbia to Taloja K8

Fluid Shell / tube	Process gas (Jacketed steam generation)
Operating temperature Shell side and Tube side	Process gas: 683 Deg C Steam: 170 Deg C
MOC	Major: SA 240 Gr 405 SS Shell side, SA 516 Gr 70 Jacket Nozzle neck: SB 407 Alloy 800 Body flange: SA 105, Pipe TEE: SA 182 Gr F 304 SS; Pipe nipple : SB 425 Alloy 825
Approximate weight	5.89 MT
Dimensions	Centre of Inlet horizontal nozzle to vertical Outlet nozzle: 6'-7" Centre of vertical Outlet nozzle to Inlet horizontal nozzle: 8'-11" Dia.: 4' - 0" X 2

4. Removed tubes of Tail gas heater No 3:

Available in loose quantity, Total approximate Weight 6 MT, MOC: SS 304 L, Count: 1471, Length: Max ~ 8 meter

5. Cooler Condenser - 2 nos

Cooler Condenser (2 no's)	HE-8
Make and Mfg. year	Anup Engineering Limited, 2011 & 2014
In operation for no. of years	3(For every 2 years, Maintaining with retubing)
Fluid Shell / tube	Shell side: Cooling Water Tube side: Nitrous gas
Operating temperature Shell side and Tube side	Shell side: a. Design Temp: 60 Deg C b. Operating Temp: 33 to 40 Deg C Tube side: a. Design Temp: 150 Deg C b. Operating Temp: 53 Deg C
MOC	Shell: IS 2062 Gr B Tubes: SA 213 TP 304L Top and bottom flanges: SA 240 TP304L Top and bottom cones(2Nos): SS 304L

Approximate weight	Tubes SS 304L: 703 Nos – 2640 Kgs Bundle weight: 3300 Kgs Shell: 1494 Kg Empty weight: 4800 Kgs
Shell ID and Thickness	Shell ID: 764mm 8mm Thickness

NOTE:

The interested bidder should take note of following:

- 1) This is not the job of normal scrap of CS/SS equipment.
- 2) The equipment contains precious metal in the form of tightly adhered layer of fine particles on the surfaces of material/equipment. The bidder needs to have specialized equipment and expertise for maximising recovery of the precious metal from the equipment.
- 3) Weights of each Equipment/Material mentioned are approximate & indicative purpose only seller, does not guarantee the exact weight of equipment.
- 4) Equipment's/Materials are offered on 'As is where is Basis'.

4.0 SCOPE OF WORK (but not limited to following):

SMARTCHEM TECHNOLOGIES LTD has decided to conduct bidding process as follows:

- 1) Floating of Tender on Company website as well as intimation to Prospective bidders
- 2) Material Physical verification if required by Prospective bidders & additional information sharing if required by bidder related to equipment's/Material offered for sale.
- 3) Collection & verification of Required documents for registration of a bidder on e-auction Website.
- 4) Collection of Quotations, from bidders in prescribed format.
- 5) Online deposition of EMD amount by bidder to participate in tender/auction.
- 6) Final online auction may be carried out through ProcurEngine Website. www.procurengine.com or STL may go for Manual Negotiation process which will be communicated to the qualified tenderer in due course.

A) STL/SELLER SCOPE

STL will give all the available details, technical data, and available operational and maintenance history regarding the equipment to the bidders. STL's responsibility shall be over once the equipment is handed over to the Bidder by STL.

B) BIDDER'S SCOPE:

1. Bidder shall visit & see the Equipment. Bidder shall go through the technical details, drawings etc provided by STL along with scope of work, the available equipment operational and maintenance history and also discuss with STL about any technical points required for bidder before submitting the quotation.
2. Material shall be lifted on EXW and “As is where is basis” at bidder's cost. In case of foreign vendor all related export formalities for taking the material outside India will be coordinated by the Seller and the expenses including any taxes or duties arising out of the export formalities till the material reaches the destination will be borne by the Seller.
3. The bidder shall have to make their own arrangement of crane for loading the Equipment/Material into the trucks / trailers and transporting out from STL premises with due approval.
4. The bidder shall have to make their own arrangement for cranes of proper capacity / other material handling equipment and any other fixtures, D shackles, Wire ropes, slings, belts required for the said job.
5. While loading the Equipment/Material, all the safety rules and regulations have to be followed. Hot job and/or job at height more than 3 meters shall be carried out with valid safety permit issued by concerned plant and safety department in STL.
6. Plasma cutting, cutting with grinding, Gas cutting, if required will be permitted to the extent that the materials to be taken out are suitable for transportation in trucks. While gas cutting, water blanketing shall be carried out at adjacent area.
7. The cutting set shall be properly mounted in trolley and placed at safe location. The cutting set shall have flash back arrester on both cylinder side & cutting torch side and regulators shall be fitted with I.S. marked dual pressure gauges. The hoses shall be in good condition and there shall not be any joints in hoses. The hoses shall be properly protected against any object falling on it.
8. During gas cutting, fire blanket shall be spread to the adjoining area & water hose to be kept running to prevent fire due to gas cutting. Bidder shall arrange for fire blanket.
9. Bidder shall arrange all the required tools, tackles and consumables like gas cutting sets, welding electrodes, welding generator, welding cables with separate earthing cable, tubular pipe scaffolding material chain pulley blocks, winches, wire ropes, slings, and any other lifting tools, if required, for the execution of the job. All the lifting/ shifting tools & tackles, crane, other equipment shall be duly tested and certified by the competent authority. The bidder shall submit the copy of valid test certificates/ approvals before start of the job.

10. All clearances are to be obtained from all the relevant departments of STL prior to start of the job.
11. Any structural framework required for lifting & shifting of the equipment/Material shall be arranged by bidder.
12. Bidder shall arrange adequate & skilled manpower and supervisor during lifting and shifting of Equipment/Material. Manpower deployed by bidder shall be experienced in similar type of jobs. All tools & tackles shall be brought inside the premises with proper Gate Entry only and proper records shall be maintained. These Gate Entry records will be referred to while taking out the material after completion of the jobs, failing which such materials will not be permitted to be taken out.
13. Bidder must provide Safety Shoes, Helmets, Safety goggles, double lanyard safety belts, dust masks, ear plugs, face shields and other Personal Protective Equipment (PPE) as per HSE conditions to all his workers while carrying out the job. All Supervisors and Workmen of the bidder must wear the PPE without which permission to work will be denied.
14. The successful bidder shall arrange a suitable capacity of crane, hydra, trailer, truck, fork lifter etc shall be fitted with muffler or spark arrester.
15. Bidder shall take insurance cover for the entire duration of work.

5.0 INSPECTION

1. The Equipment's/Material offered for sale is on Ex-works (EXW) and "as is where is basis" from STL Taloja units.
2. The bidders shall be deemed to have satisfied themselves about the nature, physical condition, dimension, size, weight, working conditions etc. after inspecting the Equipment.
3. No guarantee or warranty as to the conditions of the Equipment or its quality or its fitness for any specific purpose or use is made. No representations /complaints shall be entertained regarding quality of the material after submission of tender. This is irrespective of whether the tendered had inspected the material.

6.0 HEALTH, SAFETY & ENVIRONMENT REQUIREMENT

6.1 Bidder shall follow all safety rules & fines, medical fitness of contract labours.

6.2 Schedule of penalties for safety violations

Use of PPE is mandatory, and non-compliance shall be viewed seriously. Punitive actions including financial penalty may be imposed for safety violations.

7.0 MODE OF QUOTATION

The prices are to be quoted in the format given below:

PLEASE DO NOT QUOTE HERE

FOREIGN BIDDER					
NO	Description of Item	Item wise Quantity	QTY offered for sale	Unit Rate in USD	Tax Applicable Extra
1	Disposal/Sale of Used De-Commissioned Vertical Expander gas heater (VEGH) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No	1 LOT	Basic Price USD _/- lump sum for Single LOT	GST @18% or as applicable at the time of disposal.(HSN Code: 84199090. Plus TCS @1 % or as applicable
2	Disposal/Sale of Used De-Commissioned Waste heat boiler (WHB) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No			
3	Disposal/Sale of Used De-Commissioned Removed Convertor elbow: (Placed between VEGH and WHB) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No			
4	Disposal/Sale of Used/Removed tubes of Tail gas heater No 3 Available in Loose Qty Count (1471) approx & Weight - 6 MT	6 MT			
5	Disposal/Sale of Used De-Commissioned Removed Cooler Condenser of Nitric Acid plant at STL Srikakulam, AP Plant, containing precious metal deposition on Ex-works (EXW) and "as is where is" basis	02 No			

OR

INDIAN BIDDER					
NO	Description of Item	Item wise Quantity	QTY offered for sale	Unit Rate in INR	Tax Applicable Extra
1	Disposal/Sale of Used De-Commissioned Vertical Expander gas heater (VEGH) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No	1 LOT	Basic Price RS ___/- lump sum for single LOT	GST @18% or as applicable at the time of disposal.(HSN Code: 84199090. Plus TCS @1 % or as applicable
2	Disposal/Sale of Used De-Commissioned Waste heat boiler (WHB) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No			
3	Disposal/Sale of Used De-Commissioned Removed Converter elbow: (Placed between VEGH and WHB) of Nitric Acid plant at STL K7/K8, Taloja, containing precious metal deposition on "As Is Where Is Basis"	01 No			
4	Disposal/Sale of Used/Removed tubes of Tail gas heater No 3 Available in Loose Qty Count (1471) approx & Weight - 6 MT	6 MT			
5	Disposal/Sale of Used De-Commissioned Removed Cooler Condenser of Nitric Acid plant at STL Srikakulam, AP Plant, containing precious metal deposition on Ex-works (EXW) and "as is where is" basis	02 No			

8.0 VALIDITY OF BID PRICES:

The bid price would be valid till **Six months** from the date of acceptance of sale order. Sale order shall be released within 60 days from date of completion of bid. In exceptional circumstances, STL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of STL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify his bid, after commercial bids have been opened unless asked by STL due to change in specifications / scope or otherwise.

STL's decision for award of contract shall be final and binding on all the tenderers.

9.0 PROCEDURE FOR AUCTIONING

9.1 [a] Auction: STL will declare its Opening Price/**Base Price** , which shall be displayed to all Tenderers during the start of the Auction. The Tenderer will be required to start bidding after announcement of Opening Price/Base Price and Increment amount. Opening Price displayed on screen is evaluated price by STL for all the items mentioned in price bid. The first online bid and the subsequent bids, received in the system during the event shall be greater than the Auction's opening bid price by one Increment or multiples of Increment.

[b] Auction shall be for a period of 30 minutes or as per STL requirement. If a Tenderer places a bid in the last **2 minutes** of closing of the Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **2 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **2 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **2 minutes** of closing of Auction, the auction shall get closed automatically without any extension. However, Tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

[c] After the completion of Auction, the **Closing / Final Price (CP)** shall be available on auction screen.

9.2. During Auction, if no bid is received within the specified time, STL, at its sole discretion, may decide to reschedule / scrap the Auction process / proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope.

9.3. Placement of order on the conclusion of Auction shall be at the discretion of STL. Bids once made by Tenderer, cannot be cancelled or withdrawn. If bidder withdraws the bid then the EMD of the bidder will be forfeited.

9.4. It shall be the prerogative of STL to offer the Final / Closing Price of Auction to

the other bidders for matching in case STL decides to have more than one supplier.

9.5. The Tenderer shall be assigned a **Unique User Name & Password** by STL's . The Tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from STL. To ensure confidentiality. All bids made from the Login ID given to Tenderer will be deemed to have been made by them.

9.6. The Tenderer will be able to view the following on screen along with the necessary fields in the Forward Auction:

_ Leading Bid in the Auction (Current Highest Rate)

_ Opening Price & Increment Value.

9.7. STL decision for award of Contract shall be final and binding on all the Tenderers.

9.8. STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

10.0 INSTRUCTIONS FOR SUBMISSION OF TENDER:

1)The Tenderers 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.

2)Tenderers 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 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.

3)Tender format should contain columns for amount in Rupees (if any),

4)The Tenderers 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 Tenderers, who resort to canvassing, will be rejected outright.

5)Submission of a tender will be conclusive evidence to the fact that the 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 cos thereof.

11.0 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 Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders 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.

12.0 SUBMISSION OF TENDERS:

The Bidder 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 bidder 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.

13.0 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 Contractor/Tenderers 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 Contractor/Tenderers. STL shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

14.0 PAYMENT

- 14.1 All payments (EMD/Material value) shall be made by RTGS/NEFT in favor of **Smartchem Technologies Ltd in State Bank of India A/C no - 38183301462, Branch code- 08966, IFSC code – SBIN0008966.**
- 14.2 The EMD amount will not attract any interest at any given time.
- 14.3 The Successful bidder has to make full payment after collection of sale order inclusive of taxes within **15** days from the Sale Order acceptance date.
- 14.4 **In case, successful bidder fails to deposit the value of 100% of material as per Sale order within 15 days from release of Sale Order, their EMD will be forfeited, and bidder**

will be blacklisted in view of non-compliance of terms of tender document.

- 14.5 The successful bidder must execute the Sale order in 100% of the Sale Order quantity OR period of Sale order whichever is earlier.
- 14.6 If tenderer fails to lift the material with expected rate of lifting, after two reminders with a gap of 3 days STL reserves the right to terminate the Sale Order AND sale the shortfall quantity to any other agency . The differential rate for the shortfall quantity will be debited to the defaulted bidder/ Purchaser & will forfeit the EMD.
- 14.7 In case STL is offering the quantity less, compare to the quantity of Sale Order within the validity period of Sale Order, the amount equivalent to shortfall quantity will be refunded to successful bidder by STL after completion of validity period of Sale order.

15.0 DELIVERY

- 15.1 On receipt of approval from competent authority for the disposal, the Seller will issue final Sale Order to the Approved bidder thereby enabling him to start lifting the available materials within **30 Days from the date of issue of sale order.**
- 15.2 Bidder has to lift the material within **30 days** from the date of Issue of Sale order by Seller.
- 15.3 The successful bidder shall not be entitled to choose or pick up any material from the plant. They must lift the entire material as available in the plant.
- 15.4 The loading of material will be permitted **between 09:30 am to 4.00 pm strictly.** The goods should be collected before **04:00 pm** on all working days (except Saturdays, Sundays & Holidays) with minimum one day advance intimation to job coordinator. Successful bidders should ensure that the material clearance is as per the seller's instructions. Proper cleaning and upkeep of scrap storage area /yard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD.
- 15.5 The Weighment recorded at the seller's premises shall prevail.
- 15.6 The loading of the material will be in the presence and authorization of **STL** .
- 15.7 The successful bidder will make his own arrangement for lifting, loading and transporting the material from the factory premises and he will not claim any sort of assistance whatsoever or charges from the company.
- 15.8 The seller may grant suitable extension of delivery schedule /period to the Buyer, in case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. However, the Buyer shall not be entitled to claim any compensation for such delay.



- 15.9 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- 15.10 Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipment's or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- 15.11 It will be successful Buyer's responsibility to weigh the empty Truck at the certified weighbridge of STL and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck in case material is on KG basis.
- 15.12 The representative of Buyer must have authority at the time of delivery latter by which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the Buyers to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.
- 15.13 Once the goods / materials are taken out of the factory gate, Buyers will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 15.14 Resale / Sale in transit will not be recognized. The Buyers shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be affected by the seller to any person other than the Buyers whose names are mentioned in the sale order/Delivery order.
- 15.15 Buyers and his men are subject to the security rule of seller in force while in the seller's premises. The Buyers/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Buyers shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 15.16 While taking delivery of the material, the Buyers shall be responsible for any damage caused by their man/ vehicle to STL's machinery, property, men within the premises. The SELLER may at its option arrange to make good such damages and the Buyers shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.
- 15.17 SELLER will not be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labor etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the laborers, who are engaged for loading the materials.

- 15.18 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 15.19 In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to STL will stand forfeited at the expiry of the said period. STL shall have right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.
- 15.20 The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the STL and no delivery would be affected by the STL to any person other than the buyer.
- 15.21 Disposal of scrap is to be done against advance payment made through RTGS/NEFT by scrap customer.

16.0 SAFETY OF LABORS AND STATUTORY COMPLIANCE OF LABOR LAW/RULES/REGULATIONS

- 16.1 The Buyer shall be responsible to ensure the safety of their employees/ follow/ representative/ contract labor as per STL stipulations and other statutory safety regulations. Buyer shall ensure that all his workmen on site use suitable PPE like safety hand gloves, helmets, masks and goggles etc., as necessary for their safety.
- 16.2 The buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, byelaws / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyer must comply with all statutory obligations like **Labor License, ESIC, PF** etc. whichever is applicable. In case of noncompliance of statutory obligations, the SELLER may stop delivery of the material or may forfeit EMD/Security Deposit.

17.0 JURISDICTION/ARBITRATION

- 17.1 The Court at Panvel, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matter whatsoever arising out of this Tender/ Purchase order or any agreement entered between the Tenderer/ Supplier and Company.
- 17.2. The decision of the Arbitrator shall be final and binding on both the parties.

17.3 Any dispute, difference, claim or question of interpretation of any nature arising between the parties with regard to this Tender/ Purchase Order/ Work Order/ Agreement regarding the meaning, respective rights, claims, liabilities and obligations under this Tender/ Purchase Order/ Work Order/ Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) or any enactment or amendment thereof or through online arbitration. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Mumbai (India) and for interim relief under the Act, courts at Panvel shall have the exclusive jurisdiction over this Agreement.

18.0 TERMINATION OF CONTRACT

The Contract/ Tender can be terminated by either party i.e. STL or the Contractor/Tenderer/ Tenderer, after giving three (3) months' notice to the other party. However, STL reserves the right to terminate the contract without giving any notice in case of the Contractor/Tenderer fails to commence the work or commits breach of any of the terms of the contract. STL's decision in such a situation shall be final and binding on the Contractor/ Tenderer without any objection or resistance.

B. On termination of the contract, the Contractor/ Tenderer will hand over all the equipment's/ furniture/ article etc. supplied by STL (if any) in good working condition back to STL except normal wear and tear.

C. In case it is found that any information furnished by the Tenderer/ Tenderer/ Supplier 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.

Any loss incurred by the Company in this respect will be on Contractor/Tenderer's account.

19.0 FORCE MAJEURE

The term force Majeure as employed herein shall mean acts of God, War, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations of respective Governments of the two parties. 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. If the force majeure continues for more than 6 months, then both the parties shall mutually decide on continues of the same.

20.0 JOB CONTROLLER -

Mr. Srikanta Behera of K7/K8 Plant and & Mr. Chandra Sekhar Rao from Srikakulam plant shall be the job controller.

21.0 ASSIGNMENT OR SUB-LETTING OF CONTRACT:

The Tenderer/ Contractor 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 the previous consent in writing of STL. Any breach of this condition shall entitle STL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Tenderer/ Contractor liable for payment to STL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Tenderer/ Contractor shall not establish any contractual relationship between the sub-contractor and STL and shall not release the Tenderer/ Contractor of any responsibility under the Contract.

22.0 CONTRACTOR/TENDERER TO BE LIABLE FOR ALL THE TAXES ETC:

The Tenderer/ 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.

23.0 INDEMNITY:

Without prejudice to any other provisions in these conditions, the Tenderer// Contractor shall be bound to keep STL, Its Directors or any representative employee agents, 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 Tenderer/ 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 Tenderer/ Contractor or such representative of the Tenderer/ 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 Tenderer/ Contractor and if, STL has to take-over the liability, STL shall deduct all amounts arising out of such liabilities from the Security Deposit or from the running account of the Tenderer/ Contractor or from any other amount due and payable by STL to the Tenderer/ Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to STL.

24.0 TENDERER/ CONTRACTOR TO COMPLY WITH ALL LAWS ETC:

The Contractor/Tenderer 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 Tenderer/ Tenderer 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 livable on account of his operations involved under this Contract. The Tenderer/ Tenderer shall make good 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 operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable from the Bank Guarantee or Security Deposit of the Tenderer/ Tenderer.

If Company's job-controller observes non-compliance by the Contractor/Tenderer in complying with provisions of labour statutes and specific Acts relevant to the Tender/ Contract, Company shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the Company is forced to pay the dues, along with interest and penalty, due to failure of the Contractor/Tenderer, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor/Tenderer whether under this Contract or otherwise.

25.0 CONFIDENTIALITY:

Both during the continuance of this Agreement and 5 (Five) years after termination of this Agreement, Tenderer 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/ Tenderer and/or personnel may disclose the information to an employee of Tenderer, 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 Tenderer and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose. If any unpublished price sensitive information is disclosed by the Company the Contractor/Tenderer and its representatives, agents, shall comply with the provisions of the Insider Trading regulation applicable and made applicable from time to time.

26.0 RELATIONSHIP:

Each party understands that they are independent entities, and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

27.0 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.

28.0 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.

29.0 AMENDMENT :

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

30.0 Declaration of Tenderers/ Contractors Relation with STL Employee(s):

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

The Tenderer/ Contractor 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".

31.0 DISPUTE NOT TO HOLD UP WORK

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

32.0 STATUTORY COMPLIANCE: -

Contractor/Tenderer will comply with all statutory regulations like payment as per minimum wages, bonus, labour welfare fund, leave wages, PF, ESIC, maintaining requisite record. Viz. various registers and submitting the same to P&A department whenever asked for by STL.

For Smartchem Technologies Ltd.



(Srikanta Behera)

General Manager-Commercial



Annexure -I

Tender Process Compliance Form

Tenderers are required to print this on their company's letter head and sign & handover to STL.

To

**M/s. Smartchem Technologies Ltd,
(100% Subsidiary of Deepak Fertilisers and Petrochemical Corporation Ltd),
TALOJA.**

Attention: _____

Sub: Acceptance to the Process related Terms and Conditions for the online e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No. STL/PGM/2022-23/01

We hereby confirm the following –

- 1) The undersigned is the authorized representative of the company/ organization.
- 2) We have carefully gone through the Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honour the bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.
- 5) We are aware that if Smartchem Technologies Ltd (STL) has to carry out e-tender again due to our mistake, STL has the right to disqualify us for this tender.
- 6) We confirm that Smartchem Technologies Ltd (STL) shall not be liable & responsible in any manner whatsoever for my/our failure to access & Submit offer on the online e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
- 7) We agree and confirm that we have read, understood, and accept the Special Instructions to the contractors/ Bidders for the e-submission of the bids online through this e-Procurement portal.
- 8) We do authorize Smartchem Technologies Ltd (STL) for seeking information/clarification from our/my bankers having reference in this bid.
- 09) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:

Mobile no: