



SMARTCHEM TECHNOLOGIES LIMITED

REGD. OFFICE: SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036

TENDER REF: TAN-TPT / 2020-21/ PUNE

DATE: 09.10.2020

Subject: Tender for Transportation Contract for Technical Ammonium Nitrate (TAN) Movement

We invite quotations for road transportation of TAN bagged in 25 / 50 Kgs / 1.0 MT / 1.2 MT and any other packing size, during the period November' 2020 to October' 2021, from our plant at Taloja to various destinations across India.

The Tender form consisting of all details like destinations, quantity, Terms & conditions is enclosed herewith. If the business interests you, you may submit your sealed bids so as to reach the undersigned at the above mentioned address of our **Pune Registered Office latest by 17th October' 2020 before 5:00 P.M.** Quotations received thereafter shall not be considered.

Short listed tenderer/transporters will be informed to participate in the Online Reverse Auction event which is tentatively planned during end of Oct' 2020. The event date will be confirmed subsequently.

In case of any queries you may contact our Job Controller Shri. Rajiv Mishra at our Pune Office on Telephone No.: 020-66458180 / Cell No. 9011075484.

Thanking You,

FOR SMARTCHEM TECHNOLOGIES LTD.

GM – Purchase,
Procurement & Services Dept., Pune
Cell No.: 09822539522
E-mail : bharat.maske@dfpcl.com



SMARTCHEM TECHNOLOGIES LIMITED
SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036

TENDER REF: TAN-TPT / 2020-21/ PUNE

TRANSPORT CONTRACT
FOR
TECHNICAL AMMONIUM NITRATE MOVEMENT

For Period
01st November 2020 To 31st October 2021
Due on 17th October' 2020

(On party's letterhead)

Ref:

Date:

GM – Purchase,
Smartchem Technologies Limited,
Sai Hira, Survey No. 93, Mundhwa,
Pune - 411036

Dear Sir,

Sub: Tender for appointment of Contractor for Technical Ammonium Nitrate movement.

I / We hereby submit Schedule of Rates (Schedule – IV) filled in and sealed.

I / We have carefully studied the terms and conditions given in the Tender Schedule – I, II & III and agree to abide by all the terms and conditions. I / We fully understand that these will form an integral part of the Contract for the successful bidders.

D.D. No./Pay Order No _____ dated _____ for Rs _____
(for Rupees _____ only) drawn on _____
_____ payable at _____ towards
Earnest Money Deposit is enclosed herewith.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)
Affix Rubber Stamp

STATUS – (Capacity in which signatory is signing)

Encl: -

1. SCHEDULE I COMMERCIAL PROPOSAL (signed by Tenderer at each page.)
2. SCHEDULE II OTHER TERMS & COND. FOR AN HANDLING (signed by Tenderer at each page.)
3. SCHEDULE III GEN. TERMS AND CONDITIONS (duly signed by Tenderer at each page.)
4. SCHEDULE IV SCHEDULE OF RATES (duly filled in and sealed in separate envelope)

SMARTCHEM TECHNOLOGIES LIMITED
SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036

INSTRUCTIONS TO THE BIDDER

The following procedure shall be adopted for the submission of quotations.

Quotations forwarded through email shall not be qualified for this tender.

The sealed envelopes should be submitted as follows: -

Envelope No. 1.

To be superscribed "Earnest Money & Commercial Terms" for Tender Reference TAN-TPT/2020-21/PUNE and should contain –

- ◆ Demand Draft/ Pay Order in favor of Smartchem Technologies Limited, payable at Pune for **Rs. 1,00,000/-**, **Only Demand Draft / Pay Order will be accepted.** The Earnest Money Deposit (EMD) furnished by bidders will not carry any interest.
- ◆ 'Commercial Terms' should contain Schedule – I to III confirming acceptance of all the terms and conditions as stipulated therein and the following -
 - a) Letter of authority from Tenderer.
 - b) General Information / Vendor Profile (in the proforma prescribed by the company)
 - c) Latest Income-Tax clearance certificate along with Income Tax returns for last three years.
 - d) Certified copies of RC books of owned vehicles, if any.
 - e) Vehicle registration copies of attached vehicles with undertaking from the vehicle owner confirming to be operated by tenderer in line with AN Rule
 - f) Certified copy of registered Partnership deed / Memorandum of Association/ Articles of Association/ by-laws as applicable.
 - g) Balance Sheet for last three years.
 - h) List of Customers.

(Transporters already engaged in our current contract are exempted from submission of above documents except the point No. c, d & e).

Envelope No. 2

To be superscribed "**Tender for TAN Transport Contract**" and should contain Schedule IV duly filled in.

Both the above envelopes should be submitted in one cover (**Envelope No.3**) and be superscribed - **Tender Ref. "TAN-TPT / 2020 - 21/ PUNE"**

Envelope No. 3 will be opened on a scheduled date by a Committee appointed by STL and not in the presence of the bidders. The opening will be done only after verifying that the bidder has submitted EMD in the prescribed form as applicable and all the terms and conditions of the Tender documents are acceptable to him and all the required documents are furnished. Mere submission of all the documents will not necessarily mean that the bidder is qualified. Worthiness assessed by the Company will be final and binding on the Tenderer. Envelope No. 2 of the bidders technically qualified by our Job Controller shall only be opened by the Committee.

- 1.0 The Company reserves the right to either issue or reject the Tender documents to any parties without assigning any reasons.
- 2.0 Out of firms / company's having one or more common partners / proprietor / director only one Tender document will be entertained.

3.0 SUBMISSION OF TENDERS

- 3.01 The Tenderer, after studying all Tender documents carefully and after visiting the plant for satisfying himself of the conditions, location and accessibility of the site, nature, extent and character of the operations, may obtain all clarifications in writing before Tendering. Submission of Tender implies that the Tenderer has obtained all the clarifications required by him, read and understood the conditions of the Tender.
- 3.02 The Tenderer may quote for all the services covered by the Tender or part thereof as per Schedule II.
- 3.03 ***The Tenderer should quote the rates in (INR) Rupees per MT (in figures) explicitly for the period 01st November 2020 to 31st October 2021 for all the destinations for the vehicle capacity up to 25 MT, 30 MT and 35 MT mentioned in Schedule IV***
- 3.04 The rates quoted in the Tender are to hold good for a minimum period of 90 days from the date of receipt of the bids. The rates are to be confirmed by both the parties before executing the Contract and these rates will be valid for the entire period of Contract inclusive of extension / extensions
- 3.05 No Tenderer can withdraw his Tender or revoke or revise the rates within the aforesaid period of 90 days but under no circumstances after the granting of the Tender.
- 3.06 If the Tender submitted is not in the name of any Individual, the Tenderer shall disclose the nature, constitution and registration of the Tendering firm, company, LLP and the Tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents (such as Letter of Authority, Power of attorney, Board Resolution etc) which, or a duly certified copy of the same, shall be attached with the Tender.

3.07 Service of Notice of Contract:

The Contractor shall furnish the name, designation and address of his authorized agent and all communications, notices, complaints and references shall be deemed to have been duly given to the Contractors if delivered to the Tenderer/ Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of Tenderer/ Contract by partnership firm/ company, any change in the constitution of its firm/ company shall be forthwith notified by the Tenderer/ Contractor to the Company with necessary documentary proof.

3.08 Commencement of Work:

It is understood by the Tenderer/ Contractor that generally; the lowest Tender shall be selected. The remaining Tenders shall be kept in reserve and may, in accordance with the process specified in the Tender document, be invited to match the Tender submitted by the lowest tenderer in case such lowest tenderer withdraws or is not selected for any reason. In the event that none of the other tenderers match the bid of the lowest bidder, the Company may in its discretion invite fresh bids from the remaining tenderers or annul the Tender process as the case may be.

The Tenderer/Contractor shall commence the work on completion of formalities pertaining to Security Deposit and Agreement within the stipulated period, on receipt of Service Order. However, if the Tenderer/Contractor fails to commence work within 7 (seven) days from the stipulated day as stated above, he will not be allowed to work during the period of Contract and the Earnest Money Deposit shall be forfeited at the sole discretion of the company.

4.0 ACCEPTANCE OF TENDERS

The acceptance/ rejection of Tender will rest with the Company which reserves to itself the right -

- i) To reject any or all Tenders
- ii) To split up work amongst two or more Tenderers.
- iii) To reject the Tender on the basis of unsatisfactory performance of the Tenderer in previous Transport Contracts with the Company
- iv) **To facilitate availability of Police verified drivers, Tenders from only own or attached vehicle(s) supported by documents will be accepted.**
- v) **Capacity of each vehicle should not be less than 25 MT. Prior approval will be required to place vehicles for lower capacity.**
- vi) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- vii) To conduct online reverse auction or negotiate with one or more Tenderers for revision of rates downwards if the Company feels that rates so received are not appropriate.

viii) Out of firms having one or more common partners/proprietors, offer of only one firm will be valid at sole discretion of Company.

5.0 The Tender document should have annexed thereto a initialed copy of the General Terms and Conditions and initialed copy of the Transport Contract indicating acceptance of all the General terms and conditions and the Main Contract. The Person initiating shall have letter of authority/ power of attorney/ board resolution for signing the same.

6.0 **AMENDMENT TO 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 Vendor/ Tenderer, modify the NIT by amendment. The amendment will be notified in writing to all prospective Vendor/ Tenderer who have received the NIT and the amendment will be binding on them. In order to afford prospective Vendor/ Tenderer reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.

7.0 **SUBMISSION OF TENDER**

The Tenderer/ Contractor 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 Vendor/ Tenderer shall be furnished in writing soon after its receipt so as to ensure submission of bid on or before bid closing date.

Late tender will not be accepted / received.

8.0 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.

9.0 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.

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

11.0 If the Contractor/ Tenderer give wrong information deliberately to create conditions for acceptance of the tender, the STL reserves the right to reject such tenders without assigning any reason.

12.0 Not more than one tender will be submitted by one Contractor/ Tenderer for the same work.

13.0 The Contractor/ Tenderer shall not stipulate any additional conditions. Any tender containing such conditions will be summarily rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Contractor/ Tenderer, who resort to canvassing, will be rejected outright.

SMARTCHEM TECHNOLOGIES LIMITED
SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036

COMMERCIAL PROPOSAL

1.0 DEFINITION

- 1.1. “Company” / STL shall mean “Smartchem Technologies Limited”, having its Registered Office at Sai Hira, Survey No. 93, Mundhwa, Pune - 411036 (which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).
- 1.2. The “Contractor” / Tenderer shall mean the Transporter whose quotation has been accepted and shall include his legal representatives, heirs, successors and assigns.
- 1.3. The “Contract” shall mean the Service Order/ Contract/ Agreement, awarded to Contractor, and shall include these general terms and conditions, all its attachments and exhibits.
- 1.4. The “Job Controller” shall mean the Officer in administrative charge of the Ammonium Nitrate movement of the Company.
- 1.5. ‘GPS/VTS – Global Positioning system/Vehicle Tracking System
- 1.6 “Act” & “Rules” shall mean and include Carriage by Road Act, 2007 and Carried by Road Rules, 2011, Motor Vehicles Act, 1988 and its Rules, and Rules read with Ammonium Nitrate Rules, 2012 and amendments made thereto from time to time.
- 1.7 “Load” shall mean material/TAN entrusted to the Contractor.
- 1.8 “Destination” shall mean and include the ultimate destination for which the Load is intended.
- 1.9 “Assignment” is the assignment of the Load to the Contractor to be transported to the concerned Destination.
- 1.10 “Material” shall mean a section of the Load or part thereof.
- 1.11 “Taloja” shall mean our works at Plot No: K-1 to K-8, at Taloja, MIDC Industrial Area, District-Raigad, Maharashtra
- 1.12 TAN – Technical Ammonium Nitrate
- 1.13 Rules – AN Rules 2012 & amendment made from time to time
- 1.14 “Dedicated Trucks”** means Own/attached truck fitted with GPS/ VTS and two 5 KG fire Extinguishers having police antecedent verified driver and two able bodyguard placed for loading ammonium nitrates at company’s premises. While carrying AN no other goods to be carried by vehicles. After unloading at destination vehicle are free to load any product.

2.0 **SCOPE**

Smartchem Technologies Limited invites sealed quotations for Transportation of Ammonium Nitrate for the destination and quantities mentioned in **Schedule IV** through **Dedicated Trucks**.

The quantities and destinations indicated in **Schedule IV** are as per tentative plans of our Company. Even though efforts will be taken to adhere to these plans, there are bound to be some variations due to market conditions and the Contractor is bound to carry out transportation as required. The Schedules of dispatch would be furnished to you from time to time for enabling you to plan the dispatches.

STL may change the terms and condition of transportation in line with any change in the government regulation.

The rates are to be quoted only if the transporter is in a position to comply with AN Rules, 2012 and amendment from time to time. The Tenderer/ transporter is exclusively responsible to comply with AN Rules 2012 and amendment. Any loss / damage to the company (STL) due to non-compliance of AN Rules will be the responsibility of the transporter. We have listed the requirements as per AN Rules in Schedule II, however you can refer to same on explosives dept website www.peso.gov.in.

3.0 **RESPONSIBILITY**

The Tenderer/ Contractor shall ensure that the material entrusted to them is delivered in full ***without Transshipment***, at destinations without any damage either to the material or to the packing and **within the stipulated period as mentioned in Schedule IV, for different destination.**

4.0 **DELIVERY OF MATERIAL**

The Tenderer/ Contractor shall deliver the material to the Consignee as per the instructions of the Job Controller within **the stipulated period as mentioned in Schedule IV, for different destination**. The acknowledgement for the receipt of goods from the Consignee shall be sent back to Company within maximum **15 days** from date of unloading of material. The Tenderer/ Contractor needs to submit acknowledged copy of Lorry Receipt (Driver's Copy) as well as form R-11(b) within 15 days from the date of unloading of goods. The Company shall be entitled to recover the value of material in the event, the acknowledgement is not received by the Consignor within **15 days** stipulated as in this clause.

In case of delay in delivery of material at destination, the Tenderer/ Contractor shall have to pay liquidated damages to the Company at the rate of Rs.2000/- (Rupees Two Thousand) per day or part there-of for each truck - load from the expiry of the stipulated period or as per sole discretion of STL as mentioned in Schedule IV

The Company is entitled to recover such costs, damages, and charges as may be necessary due to any delay in receipt of acknowledgements.

5.0 **PACKING:**

Bag Size can be in 25Kg, 40Kg, 50Kg, 1000 Kg & 1200 Kgs. However, on special occasion bag size may vary.

6.0 **SERVICE OF NOTICE OF CONTRACT:**

The Tenderer/ Contractor shall furnish the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Tenderer/ Contractors if delivered to the Tenderer/ Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of Contract by partners, any change in the constitution of its firm shall be forthwith notified by the Contractor to the Company and it will not affect the validity of the Contract.

7.0 **COMMENCEMENT OF WORK:**

The Contract comes into effect with the furnishing of Security Deposit / Bank Guarantee (as per STL format) and execution of Agreement. The Contractor shall commence the work on receipt of the LOI / Service Order. In case work has already commenced, then it will be deemed as acceptance of the Contract with all the terms & conditions mentioned in this Tender. If the Contractor fails to commence work within 7 (seven) days thereafter, he will not be allowed to work, unless the date is extended by the Company expressly in writing during the period of Contract and otherwise the Deposits lying with the Company shall be forfeited.

8.0 **PERIOD OF CONTRACT**

The period of contract is for 12 months from **1st November 2020 to 31st October 2021**. The volumes and destinations can vary on quarter to quarter basis, depending upon actual order from customers in particular area.

The Contract may be extended for a further period as required on the same rates, terms and conditions at the sole discretion of the Company. The Company will be entitled to terminate the Contract without assigning any reasons by giving 30 days' notice, if in the opinion of the Company, the performance of the Contractor is not satisfactory.

8.01 The Rate / MT per destination will remain unchanged for the Order validity for any reason whatsoever except for reasons mentioned under clause 8.02. **As we have provided name of major destinations, delivery may be within 50 Km of the destination given.**

8.02 Freight rate will be adjusted on the basis of the following formula in case of any increase or decrease in the price of Diesel of Rs.1.00 per Litre. or more as compared to base Diesel price. Base Diesel price for this Contract will be the Diesel price prevailing at Taloja as on the last date of Tender Submission of **17th October 2020**.

The formula for escalation / de - escalation will be:

$$\text{Increase / decrease} \} \text{ Increase/Decrease in the price of Diesel per Ltr. X Distance}$$

$$\text{in Freight Rate/MT} \} = \frac{\text{-----}}{3.0 \text{ Kms X 30 MT}}$$

The destination wise Distance to be considered in case of such escalation / de-escalation will be the distance mentioned in Schedule IV to this Tender.

8.03 The rates for new destination will be worked out on the basis of Rate / Km of the nearest destination existing in the Contract and the distance of the new destination. The information on destination – wise distances adopted by the Company will be available with our Job Controller.

9.0 **SECURITY DEPOSIT**

Upon the Company's intimation of acceptance of Tender, the successful Tenderer shall within 7 days from the date of execution of the Agreement, deposit with Company, interest free Security Deposit calculated on the Contract (or the Work Order issued) value at the following rates for due and faithful performance of the Contract either by Demand Draft payable at Pune or in the form of Bank Guarantee in the Pro-forma prescribed by the Company. The Earnest Money Deposit shall be forfeited in case the above-cited Security Deposit / Bank Guarantee is not furnished to Company.

Bank Guarantee should be drawn on a Nationalized, or major private bank viz. HDFC, Axis, ICICI located at Pune or Mumbai.

The rates of Security Deposit to be calculated on the Contract value will be 5% of the Quarterly Order Value.

- 9.01 The Security Deposit furnished by the Tenderer/ Contractor shall not carry any interest.
- 9.02 The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the Contract. The Company shall be at liberty to deduct and appropriate from the Security Deposit any losses, damages, penalties and dues as may be payable by the Contractor under the Contract and the amount by which the Security Deposit is reduced by such appropriation will be made good by further deduction from the Tenderer/ Contractor's subsequent interim bills until the Security Deposit is restored to its full limit mentioned above.
- 9.03 If the Tenderer/ Contractor had furnished a Security Deposit for a previous Contract, this deposit with the Company may be adjusted against this Tender, subject to complying with requirement at clause No.9.04 and furnishing necessary extension from the bank, in case of Security Deposit through Bank Guarantee.
- 9.04 On satisfactory performance and completion of the Contract in all respects and upon return in good condition of any property belonging to the Company which may have been issued to the Contractor the Security Deposit will be returned to the Contractor without any interest on presentation of " NO DEMAND CERTIFICATE " from our Job Controller.

10.0 **INSURANCE :**

Tenderer/ Transporter shall at his own expense maintain Insurance for his vehicles, equipment, employees etc including third parties and indemnify STL from any such liability.

STL will not be responsible for any loss due any accident to vehicle, mishap during transporting or at Loading/unloading point.

11.0 **COMPENSATION FOR NON-COMMENCEMENT / DELAY IN THE COMPLETION OF WORK / NON-COMPLIANCE OF AN RULES 2012 AND AMENDMENT IN SEPT 2018 DURING TRANSIT**

Time shall be regarded as the essence of the Contract and delay / failure on the part of the Contractor to start the work on the stipulated date as per Clause 7.0 or to supply the trucks as per the requirement.

There will be monthly plan circulated to all Tenderer/ transporter based on sales planning on 28th of previous month.

Truck placement rolling plan of three days will be given on previous day with 1st day confirm planning and balance are tentative, by 17:30 Hrs. in previous day evening.

In case of defaulter in truck placement beyond 48 Hrs, penalty of Rs. 1500/- will be leaved per vehicle per day and will be deducted from the transporter's bills.

In case no truck is placed for consecutive 3 days, and STL official manages to depute the truck from other registered transporter, a differential amount, if any, will be debited to defaulter transporters account along with the penalty.

In case of non-compliance of AN Rules 2012 & Amendment in Sept 2018 at any point during transit, Rs 10000/- per trip freight will be deducted from the transporter's bill.

NON-STARTER OF CONTRACT IN STIPULATED TIME

- a) The Contractor will not be allowed to work during the period of Contract and the deposit lying with the Company shall be forfeited.
- b) Stop requisitioning any trucks from the Contractor for such period as deemed necessary by the Company, and
- c) All penalty deduction will be at the discretion of Job Controller.

12.0 **DETENTION**

No detention charges for trucks at Loading points. At STL's Depots for unloading detention will be payable if the trucks are detained beyond 48 hours, a detention charge @ Rs. 1500/Truck per 24 hours. However, in case of detention at STL's Customer unloading point then detention charges will be payable on Customer's acceptance for same for delay beyond 48 hours.

13.0 **TERMS OF PAYMENT**

Payment of bills to the Transport/ Contractors will be made **within 60 days** from the submission of the bill along with necessary acknowledgement of dispatch document (**LR duly acknowledged**). Agreed Freight Rate will be payable for the Quantity as per Invoice documents handed over with consignment.

The procedure of submission and payment are given below:

Submission of bills

If, 21st or 7th is happened to be Saturday or Sunday then bill to be submitted on next working day.

Any bill not submitted for transportation done during 1-15th can be submitted on 7th of next month and similarly 16-EOM balance bill can be submitted on 21st of next month.

Bill submitted beyond stipulated date will not be entertained without proper explanation in writing on the face of such bill.

All such delayed bill will be subject to pre-audited before submitting for payment.

No detention charge bill will be entertained if not submitted with transport bill.

Payment of Bills

All the bills submitted by transporters for payments to be supported by Duly Acknowledged LR Copies (Driver's copy).

All the payment will be made by RTGS / NEFT process and in no circumstances, cheque will be issued to any parties.

SMARTCHEM TECHNOLOGIES LIMITED
SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411033

TERMS & CONDITIONS FOR TAN HANDLING

14.0 **VEHICLE PLACEMENT**

Transporter will place the own vehicle / associated vehicle at nominated plant as per three days rolling plan given by Job Controller with following documents / conditions:

- Only Registered with STL vehicles to be placed
 - Vehicle capacity should not be less than 25 MT
 - Lorry Receipt
 - **Police antecedents verified Driver**
 - Valid driving License,
 - **Two able guard / vehicle – duly authorized by transporter**
 - **Vehicle should 100% comply with AN Rules 2012 & amendment in Sept-2018**
 - Transporter's authorized representative Photo and Signature to sign LR
 - Driver's current address & Mobile no. etc.
 - Original Vehicle Registration Certificate or attested / notarized copy
 - All statutory documents of vehicles under Motor Vehicle Act
 - GPS & Fingerprint Scanner installed
- a) The vehicle engaged in transport of the Ammonium Nitrate shall be attended by only such drivers or cleaners, whose antecedents are verified by the police and list of such drivers / cleaners along with personal particulars should be made available to the local police in advance to carry out the verification and the re-verification of such drivers or cleaners, which should be carried out at regular intervals.
- b) Two able body-guard to be provided along with vehicle placed for loading, transporter should provide their identity, residence proof, reference and contact numbers.
- c) Drivers, Cleaners bodyguards should not be below the age 18 years or should not be mentally or physically challenged. They should not be in state of intoxication during carrying AN.
- d) Three layers of tarpaulins and nylon ropes in sufficient length should be provided with vehicle
- e) Vehicle should carry two Fire Extinguishers of minimum 5 Kg capacity and one of the extinguishers shall be capable of dealing with fire involving electric circuits and the other with other inflammable components.

Fire extinguishers

- shall be kept in good working condition,
- shall be placed where they shall be convenient and ready for immediate use

- Shall be examined and recharged according to the manufacturers' recommendations

15.0 **VEHICLES DEPLOYMENT:**

To provide healthy & roadworthy open body, close body, half body trucks, box trucks and containers with proper arrangement to cover the material with waterproof sheet and tamper proof sealing for safe transportation. In any case no vehicle less than 25 MT are allowed for loading except in exceptional situations.

Trucks reported should be clean from inside for Foreign matter, any type of Minerals and Fuel oils, and should not spoil the TAN Bags

Trucks should be dedicated for this job and once TAN is loaded should not carry any additional material till it reaches the destination.

16.0 **GLOBAL POSITIONING SYSTEM (GPS) & FINGERPRINT SCANNER**

All Trucks to be fitted with GPS & Fingerprint Scanner (compatible with GPS unit fitted). No truck will be taken for loading with-out GPS and Fingerprint Scanner.

GPS unit & Fingerprint scanner shall be provided by STL and security deposit for the same will be collected from vendors. Cost per unit for the same will be intimated separately. Ultimate responsibility of proper use and maintenance shall remain with transporter. Transporter will also be responsible for removal and bringing back the unit to the plant. In case of loss or damage to the unit, transporter will have to bear its cost.

If required System or Call Centre access will be provided to transporter to observe the cargo movement on specified route for any violation of route or delay.

Timely delivery along with 100% AN rules compliance of cargo should be ensured by transporter.

17.0 **DOCUMENTATION**

Following listed Documents or any statutory applicable forms etc should accompany up to destination and should be handed over in good condition at destination.

1. Original Invoice Copy
2. Duplicate Invoice Copy
3. MSDS of Ammonium Nitrate
4. Lorry Receipt
5. E Way Bill
6. Consignee Explosives License Copy – P3
7. Transport License copy in P-4
8. Indent in format R-10
9. Transport pass in format R-11(b) – 2 copies
10. Declaration of Driver

Transporter will be responsible any liability due to non-receipt of these documents at final destination

Payment for transportation will be processed only after acknowledge copy of Lorry receipt (Driver's Copy) by consignee

18.0 **LOADING / UNLOADING OPERATIONS:**

Trucks will not be overloaded or will not be loaded beyond the Rules prescribed by RTO of the State concerned.

No tolerance will be allowed on the number of bags loaded in each truck.

Material should be delivered in good and safe condition. No unloading charges at destination will be entertained.

Loading shall be arranged by the Company while unloading at destination will be done by appointed Consignment Agency or customer. Transporter should take note of the loading & unloading hours at all locations and weekly and other holidays and should plan placement accordingly.

Open Trucks should be covered with 3 layers of tarpaulin in all climatic conditions and should be tightened with nylon rope. All opening points will be sealed at loading point and transporter needs to ensure that seals are intact. Before unloading of cargo seals will be checked and in case of any tampering or breakage is found and reported by our representative at the unloading point transporter will be responsible for the liabilities that may arise.

Transporter representative should be available at loading point

19.0 **DAMAGES / SHORTAGES:**

Transporter is responsible to deliver Material in good and safe condition however if in Transit the product or packing is damaged or lost due to the accident then you need to inform STL Compliance team or Job controller.

In case any other reasons whatsoever, the Contractor shall be liable for the loss or damage to the products and will have to pay to the Company as compensation an amount equivalent to the damaged quantity at the price notified by STL from time to time.

Transporter & their crew members will be answerable to the Company as well as to the authorities concerned for the loss / missing products in transit.

Malpractices, if any, at loading / unloading end or en-route shall be observed very seriously with heavy penalty and may considered as breach of contract leading to termination of contract and/or blacklisting depending upon severity of the offence

In case of the accident to vehicles, the transporter shall follow the procedure given under Rule 23 and special precaution under Rule 11, Chapter- IX of AN Rule 2012 and amendment from time to time to follow.

20.0 DURING TRANSIT

1. DETENTION: - The vehicle carrying Ammonium Nitrate shall not stop for longer period than is reasonably required and should not stop at places where public safety is likely to be in danger.

Provided that where a vehicle transporting or containing Ammonium Nitrate is parked overnight due to any reasons beyond the control of the driver, the premises in which vehicle is parked

- a) Shall not be used for any purpose that might give rise to the presence therein of an open flame, matches or any substance of article likely to cause explosion of fire
 - b) Shall be away from any habitation or any go down containing articles of a flammable nature or other hazardous goods and the nearest police station shall be informed about the location of such temporary parking.
2. ACCIDENT:- Where a Vehicle transporting Ammonium Nitrate is involved in an Accident, fire or any other occurrence that causes as significant delay in the delivery of Ammonium Nitrate or damage to the vehicle or Ammonium Nitrate, the driver or any authorized person accompanying the vehicle shall
 - a) Comply with all requirements of law relating to road accidents
 - b) Inform the nearest police station and
 - c) Inform company who shall inform the District Authority in whose jurisdiction the accident has taken place giving the full details of the Ammonium Nitrate carried and the accident
 3. BREAK-DOWN:- In case of break-down of a vehicle carrying Ammonium Nitrate, the driver of the person in charge of the vehicle shall inform the company, who shall in turn inform the District Authority and the nearest police station in whose jurisdiction the vehicle is broken down giving the full details of Ammonium Nitrate and the circumstances leading to break-down
 4. Diversion of loaded truck is not permitted
 5. During transportation of material, vehicle should comply with all AN Rules, failing which a penalty of Rs 10000/- cost will be imposed.

21.0 SENSITIVE AREAS

The vehicle while transporting Ammonium Nitrate shall be adequately secured at the expense of the license holder and if the consignment of Ammonium Nitrate is likely to pass through sensitive areas notified by the Ministry of Home Affairs, it should be escorted by armed police escort or guard provided by the District Police Administration. **Arrangement of local police escort to be done by transporter.** Transport of Ammonium Nitrate in sensitive areas notified by Ministry of Home Affairs shall not be allowed during the period from sunset to sunrise.

SMARTCHEM TECHNOLOGIES LIMITED
SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411033

GENERAL TERMS AND CONDITIONS OF CONTRACT / TENDER

22.0 PERFORMANCE / TERMINATION OF THE CONTRACT

22.01 If the Tenderer/ Contractor is unable or fails or neglects to execute the work covered by the Contract, any loss incurred by the Company in this respect will be on Contractor's account. The Company at entire discretion may terminate the Contract in part or in full after giving 30 days' notice in writing to the Tenderer/ Contractor, if, in its opinion, the work under the Contract is not being done to its satisfaction in accordance with the terms and conditions of the Contract or to the parameters set by the Company as per the Schedules annexed to the Tender. The Company will have the right, in such an event, to get the job done by a third party in part or full at the risk and cost of the Tenderer/ Contractor.

22.02 In case it is found that any information furnished by the Contractor is false or incorrect, the Company at its sole discretion may terminate the Contract without giving any notice. The Company shall reserve its right to seek appropriate damages

23.0 INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY

23.01 Should the Contractor's preparation for the commencement of work or any portion of it, or his subsequent rate of progress be, for any cause whatsoever, go slow in the opinion of the Company (which shall be conclusive) that the Contractor will be unable to complete the work or any portion thereof, as agreed upon or should he neglect to comply with any directions given to him by the Company, or in any respect fail to perform the Contract, the Company shall have power to declare the Contract to have come to an end, in which case the Contractor shall be liable for any expenses, loss or damage which the Company may incur, or sustain by reason of or in connection with the Contractor's default.

23.02 In the interim the Company notwithstanding non-termination of the Contract engage a new Contractor or set of Contractors at terms and conditions mutually agreeable between the Company and the new Contractors and set of Contractors. The Original Contractor shall not have any say in the same and shall not object to or challenge the acts of the Company.

24.0 ASSIGNMENT OR SUB-LETTING OF CONTRACT

The Contractor shall not assign or sublet 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 the Company. The Company shall be entitled to withhold such consent without assigning any reason or ground. Any breach of this condition shall entitle the Company to take such steps as

may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to the Company in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Contractor shall not establish any contractual relationship between the sub-Contractor and the Company and shall not release the Contractor of any responsibility under the Contract. In the event of sufficient dues not being available to compensate for the above, the Contractor shall reimburse the Company for the same by making payment through a Demand Draft.

Company shall have a right to assign its rights and obligations under this Contract to any Associates / affiliates / subsidiaries / joint ventures partner, etc., any time during the subsistence of this Contract on the same terms and conditions without notice or consent to other party. Subject to the foregoing, this Contract shall inure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation / merger / demerger / joint venture of any party) and permitted assigns.

25.0 **INDEMNITY**

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

The Contractor in contravention of such provisions etc., for the infringement or violation thereof in the course of the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Contractor, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the Contractor and if, the Company has to take-over the liability, the Company shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by the Company to the Contractor under this Contract or any other Contract and without prejudice to any other legal remedy available to the Company.

26.0 **CONTRACTOR TO COMPLY WITH ALL LAWS ETC.**

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

The Contractor shall ensure loading of material in his truck as per the maximum permissible weight and shall be responsible for its safe carriage to the destination as per the schedule. In case the Company is forced to pay penalty due to failure of the Contractor, 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 whether under this Contract or otherwise. Non-compliance of ally laws, rules and regulations shall amount to breach of contract terms and automatic termination of the contract.

The Contractor's drivers and cleaners will remain at the designated place and will not wander around in the Loading site. Once the Truck is parked at the loading site, the driver and cleaner will stay with the Truck only. The Company will not be responsible for any undue incidents resulting out of noncompliance.

The Contractor 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 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.

26.01 The Contractor hereby undertakes that the truck provided shall have a valid permit and the drivers deputed are having a valid license issued under the provisions of Motor vehicles Act as amended in 1988 along with comprehensive insurance cover. The Contractor undertakes that he will indemnify and keep indemnified the Company against any loss, costs, charges and expenses incurred or suffered by the Company on account of the Contractor or his drivers / employees negligence or for noncompliance of Motor vehicles Act 1988. The Job Controller of the Company will be authorized to inspect the conditions of the Truck, permits, insurance books of each Truck, up to date vehicle tax paid receipts and driving licenses of the drivers and the Contractor will produce the said documents for inspection to the Job Controller of the Company whenever required to do so. If the Job Controller of the Company comes to the conclusion that any truck is not of good condition or lacking in any other respect, the Job

Controller is authorized to inform the Contractor to take back the said truck for which the Contractor shall not be entitled to any charges. However, the Job Controller will intimate to the Contractor reasons for requiring the truck to be taken back.

All Safety requirement & precautions are also to be strictly adhered. Transporter & Driver to follow the do's & don'ts advised at the time of loading.

27.0 **THE COMPANY'S LIEN ON ALL MONEYS DUE:**

The Company shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents, and/or also on and over the deposit or security amount or amounts made under the Contract and which may become payable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Company by the Contractor either alone or jointly with another or others and either under this or under any other Contract or transaction of any nature whatsoever between the Company and the Contractor, and further that the Company shall at all times be entitled to deduct the said debt or sum due by the Contractor from the moneys, securities or deposit which may become payable to the Contractor under these presents.

28.0 **CONTRACTOR TO EXECUTE AGREEMENT:**

The Contractor's responsibility under this Contract will commence from the date of issue of the letter accepting the Tender. The successful Tenderer shall be required to execute an agreement with the Company, within 7 (seven) days of the receipt by him of the letter of acceptance for

carrying out the works according to the Terms & conditions of the Contract as given in the Tender documents. The provisions contained in Tender papers and other document exchanged between the Tenderer and the Company, shall form part of the Contract. The Earnest Money Deposit may be forfeited in case the Contractor fails to execute the agreement within the stipulated period as mentioned above.

29.0 **PROVISIONS OF EMPLOYEES' COMPENSATION ACT :**

It is the prime responsibility of the Contractor to meet all his expenses and for paying wages and other statutory charges to his workmen. He shall ensure that all dues, payment, compensations that may have to be paid to his workmen, shall be paid immediately and forthwith as per the requirements of various labour laws and other statutory regulations.

In every case in which by virtue of the provisions of the Employees' Compensation Act, 1923 or any other law for the time being in force, the Company, is obliged to pay due to failure of the Contractor, compensation to workmen employed by the Contractor in execution of the works, the Company, will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Company under the said Act, or any other law for the time being in force, 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 whether under this Contract or otherwise.

The Company shall not be bound to contest any claim made against it under the said act or any other Law for the time being in force, except to the written request of the Contractor and upon his giving to the Company, full security for all costs and charges for which the Company, might become liable in consequence of contesting such claim.

30.0 **STL NOT RESPONSIBLE FOR CONTRACTOR'S EMPLOYEES:**

The Contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the Contractor for all purposes whatsoever and shall not be deemed to be in the employment or under the direct control of the Company, for any purpose whatsoever. The Contractor shall abide by all Rules, Laws and Regulations that may be in force from time to time regarding the employment or condition of services of the employees. If, under any circumstances whatsoever, the Company is held liable or responsible in any manner whatsoever, for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Laws and Regulations, or is held liable or responsible to the employees of the Contractor in respect of any matter whatsoever, the Company shall be reimbursed by the Contractor for the same, as also any other expenses or costs incurred by the Company, in any proceedings or litigation, as a result of any claim or action the part of the employees of the Contractor, the Company shall be entitled to claim damages or compensation from the Contractor in that event.

31.0 **SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual

loss or damage sustained and whether or not any damage shall have been sustained.

32.0 INCONVENIENCE TO THE PUBLIC:

The Contractor shall not deposit material on any site which may cause inconvenience to the Public. The Job Controller may require the Contractor to remove any materials that are considered by him to be danger or inconvenient to the public or cause these to be removed at the Contractors cost.

33.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC

The rates specified in the Tender should be inclusive of all Taxes, Toll, Incidental Charges, Duties of any kind, Fees, Royalty or Naka Commission in respect of the Contract etc.

GST applicable will be remitted by the company as per the statutory Provisions in vogue, however all necessary documents will be provided by the transporter to the company.

34.0 CONTRACTOR NOT TO ENGAGE UNSUITABLE EMPLOYEES

The Contractor shall on instructions of the Job Controller immediately dismiss, from the site any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of the Job Controller not a fit person to be retained on works. Such person shall not be again employed or allowed on the works without the prior written permission of the Job Controller.

35.0 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

35.01 If the Contractor should: -

- (i) become bankrupt or insolvent, or
- (ii) make arrangement with or assignment in favor of the creditors or agree to carry out the Contract under a Committee of Inspection of his creditors, or
- (iii) being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- (iv) assign the Contract or any part thereof otherwise than as provided in Clause 24.0 of Schedule III, or
- (v) abandon the Contract, or
- (vi) persistently disregard the instructions of the Job Controller or contravene any provisions of the Contract, or
- (vii) fail to adhere to the agreed program of work, the Company will have the right to adhere to clause 35.02

35.02 Right of the Company after rescission of Contract owing to default of the Contractor in the event of any or several of the courses, referred to in Sub-clause of this clause 25.01, being adopted

- (i) The Contractor shall have no claim to compensation for any loss sustained by him. Contract

and Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the Contract, unless and until the Job Controller shall have certified in writing the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

- (ii) The Company shall not be liable to pay to the Contractor any moneys on account of the Contract until the expiry of the period of Contract and thereafter all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Job Controller the Contractor shall then be entitled to receive only such sum or sums (if any) as the Job Controller may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor, then Contractor shall, upon demand, pay to the Company, the amount of such expenses and it shall be deemed a debt by the Contractor to the Company and shall be recoverable accordingly.

36.0 **MATTERS FINALLY DETERMINED BY THE COMPANY**

All disputes or differences of any kind whatever arising out of or in connection with the Contract, whether during the progress of the work or after the completion and whether before or after the determination of the Contract, shall be referred by the Contractor to the Company and the Company shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by the Company or by the Job Controller on behalf of the Company which matters are referred to hereinafter as accepted matters shall be final conclusive and binding upon the Contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

37.0 **SETTLEMENT OF DISPUTES**

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. Award passed shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Pune/ Mumbai (India) and for interim relief under the Act, courts at Pune shall have the exclusive jurisdiction over this Agreement.

38.0 **FORCE MAJEURE**

Neither the Company nor the Contractor shall be considered in default in performance of its/his obligations under this Contract, if such performance is prevented/delayed due to war, hostilities, revolution, Civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic, fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

39.0 **NON-UTILISATION OF VEHICLES**

No claim shall be made by the Contractor against the Company due to non-utilization of the whole or any portion of the number of trucks ordered by the Company or for delay in delivering the material thereof, which may be due to any act of God such as flood, tempest, earthquake etc. or due to any labour disturbances such as strike, lockout, go-slow, or due to shortage of raw material or due to any other cause, whatsoever beyond the control of the Company where the goods are produced or dispatched. In such cases, the time for utilization of trucks provided by transport Contractor shall at the option of the Company be extended till such time as the normal situation is expected to return.

This Contract is subject to the provisions of the Carriers Act, 1865 & AN Rules 2012 and amendment in Sept 2018

40.0 **CONFIDENTIALITY**

Both during the continuance of this Agreement and 1 (one) year after termination of this Agreement, Contractor 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. Contractor/ Tenderer and/or personnel may disclose the information to an employee of Contractor, or a government agency or other regulating authority if required.

But only insofar as this is necessary either to carry out its duties under the contract/ agreement or comply with any existing law, and under intimation to "Company". The Contractor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

41.0 **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.

42.0 **JURISDICTION** :

The Court in Pune, Maharashtra shall have exclusive Jurisdiction to deal with and decide any legal matters whatsoever arising out of this Tender/ RFQ or any agreement entered between the Contractor and Company.

43.0 **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 or rescind the contract.

44.0 The Transporter / Contractor shall be solely responsible for its employees. And always keep the Company Indemnified from all losses, actions, penalties etc arising out of this Tender/ Contract.

If Company's Job-controller observes non-compliance by the Contractor in complying with provisions of labour statutes and specific Acts relevant to the 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, 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 whether under this Contract or otherwise.

----- X -----

BANK GUARANTEE

BANK GUARANTEE No. _____ dated _____

To,
M/s. Smartchem Technologies Ltd.,
Sai Hira, Survey no. 93,
Mundhwa, Pune – 411036, Maharashtra

This Bank Guarantee executed by the _____ (Bank name) a banking Company under the Banking Companies (Acquisition and Transfer of Undertakings Act 1970, having Head Office at _____, and having a branch office at _____ (hereinafter referred to as the “Bank”) are held firmly bound to _____ (**Vendor Name**) having its registered office at _____ (**address of Vendor**), (hereinafter referred to as “**the Contractor**”) by these presents hereinafter.

WHEREAS the Contractor have entered into a Purchase Order/ Letter of Intent/ Contract dated _____ (hereinafter referred to as “Contract/ Purchase Order”) with your Company, for _____ (**nature of Work**) on the terms and conditions contained therein.

AND WHEREAS it is provided in the said Contract that the Vendor shall keep deposited with you security deposit of 10% of the total contract value i.e. Rs. _____ (Rupees _____ Only) till the expiry of warranty period as agreed in the said Contract in the form of Bank Guarantee (BG) in your favour in lieu of such **Security Deposit**.

The expression “the Company” “the Contractor” and “the Bank” wherever in context appears shall mean and include its successors-in-interest and permitted assigns).

NOW, we _____(name of the Bank) having branch office at _____ hereby irrevocably agree and undertake as follows:

That the said Contractor shall duly and faithfully carry out its obligation under the said Contract, to your satisfaction failing which we hereby irrevocable guarantee to pay to Company without reference to the Contractor and without any demur, dispute or objection of whatsoever nature and notwithstanding any dispute raised by the Contractor in any proceedings before any tribunal or court, merely on demand from the Company and merely stating, without asking for its actual proof, that the amount claimed is due, by way of loss or damage used to or that may caused to or suffered by the Company by reason of any breach by the Contractor of any of the terms and conditions in the said Contract. Any such demand on us shall be conclusive as regards the amount due and payable to the Company under this guarantee. And we undertake to pay the said amount within 24 hours from the date of receipt of the communication from the Company in this regard. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only) (being the amount of Bank Guarantee in lieu of security deposit contemplated by the aforesaid Contract).

This guarantee shall remain in full force and effect for a **period of 1 year from the date of commencement of the said Work.**

We further agree that, the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the Contractor from time to time or to postpone for any time or from

time to time the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions of Contract and we shall not be relieved from our liability for reason of any such variation, or any extension granted to the said Contractor or for any forbearance or Commission on your part or any indulgence by the Company to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

We lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

The guarantee contained herein shall not get effected or impaired by reason of any dispute(s) between the Contractor and the Company relating to the said Letter of Intent/Contract,

The conditions herein contained shall not be determined or affected by the liquidation or winding up or amalgamation or insolvency of the Contractor or change in our constitution of Bank or the Contractor.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). This Guarantee shall remain valid for a period of 1 year from the date of commissioning of the said work. Unless a claim in writing is lodged with us within a period of 3 months from the date of expiry of the guarantee, all your rights under this guarantee shall be released and discharged from all liabilities under this guarantee.

We, the Bank confirms that only appropriate court in Panvel/ Mumbai shall have jurisdiction to entertain and try any dispute and / or difference relating to this guarantee between the Bank and the Company and no other court shall have any jurisdiction with respective such disputes / differences.

Notwithstanding anything contained herein above, we _____ (Bank name), having branch office at _____ state that:

(Our liability under the Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).

The Bank Guarantee shall be valid upto _____ (**date of expiry of guarantee**) All your rights under the guarantee be forfeited and we shall be relieved and discharged from all liabilities there under.

We are liable to pay the guaranteed amount or any part thereof towards full and final settlement under this Bank Guarantee only and only if Company serve upon us a written claim or demand on or before _____ (i.e. 3 months additional from due date).

On expiry, this Bank Guarantee shall be returned to us duly discharged.

We lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

Dated at _____ this _____ day of _____

Date : _____

Place : _____

Signature with Stamp of the Bank

SCHEDULE – IV

REFER SCHEDULE – IV AT THE END OF THIS TENDER AFTER PAGE NO. 30 ONWARDS.

The Tenderer should quote the rates in (INR) Rupees per MT (in figures) explicitly for the period 01st November 2020 to 31st October 2021 for all the destinations for the vehicle capacity up to 25 MT, 30 MT and 35 MT.

Vender's Profile

1. General Information			
Company's / Transporter's Name:			
Address :			
E-mail address / addresses:	Primary add:		
	Escalation add:		
	Director's / owners add:		
Website address:			
Business Type (Ownership Status):			
Year of Commencement of Business:			
Annual Turnover in Crores (Rs.) for the last 2 years:			
No of Employees			
Bankers Name & Address:			
Whether having any software for accounting:			
Income Tax registration No.:			
Is the Company a member of a larger group? Yes / No, if Yes, which :			
Where is the headquarters of the Company?			
List any transporter association company is registered with			
List of existing Police Verified Drivers – Min 5 Drivers			
Enclose Police Verified Certification of Min 5 Drivers			
2. Fleet Management			
Identify Fleet Portfolio:	Owned	Attached	Others
Open Body Trucks			
Capacity1			
Capacity2			

Close Body Trucks			
Capacity1			
Capacity2			
-			
3. Customers			
	Customer 1	Customer 2	Customer 3
Name three major customers			
Industry of the client			
% of your business			
Serving since (mention year)			
Fleet Of vehicles engaged			
Contact Person			
What classes of product are regularly carried? (UN Class) :	YES	NO	Remarks - If any
1 : explosives			
2 : gases			
3 : flammable liquids			
4 : flammable solids			
5 : oxidising substances			
6 : organic peroxides			
7 : toxic liquids			
8 : radio active substances			
9 : corrosives			
10 : polymers			
11 : others			

SCHEDULE - IV

WAREHOUSE / STOCK TRANSFER LOCATIONS:

Sr. No.	Location	State	Distance From Taloja (KM)	Estimated Transit Time (Days)	Estimated Quantity (MT)	Freight (Rs./MT)
1	Singrauli	Madhya Pradesh	1424	5	10000	
2	Pali	Rajasthan	972	3	21000	
3	Nagpur	Maharashtra	776	3	10000	
4	Dewas	Madhya Pradesh	616	2	8000	
5	Raigad	Maharashtra	40	1	15000	
6	Trichangude	Tamilnadu	1221	4	18000	
7	Bommaramaram	Telengana	703	3	25000	
8	Asansol	West Bengal	1913	6	500	
TOTAL					107500	

SCHEDULE - IV

DIRECT SALE LOCATIONS:

Sr. No.	Location	State	Distance from Taloja (KM)	Estimated Transit Time (Days)	Estimated Quantity (MT)	Freight (Rs./MT)
1	Viswasnagar	Karnataka	854	3	500	
2	Anuppur	Madhya Pradesh	1244	4	1500	
3	Chandrapur	Maharashtra	843	3	6000	
4	Korba /Kushmunda	Chhattisgarh	1300	4	5000	
5	Ramgarh	Jharkhand	1752	6	2000	
6	Jharsuguda	Odisha	1317	4	1000	
7	Bhilwara	Rajasthan	992	3	500	
8	Dhanbad	Jharkhand	1827	6	15000	
9	Gomia	Jharkhand	1802	6	3000	
10	Sundargarh /Rourkela	Odisha	1560	5	2000	
11	Malanjkhand	Madhya Pradesh	1065	4	1000	
12	Talcher	Odisha	1563	5	4000	
13	Bolani	Odisha	1659	6	2000	
14	Chityal	Telangana	770	3	6000	
15	Sujatanagar	Telangana	956	3	2000	
16	Peddakaparthi	Telangana	765	3	4000	
17	Deogaon, Katni	Madhya Pradesh	1116	4	3000	
18	Jhamarkotra*	Rajasthan	788	3	3000	
19	Gotan*	Rajasthan	1064	4	500	
20	Jaisalmer*	Rajasthan	1158	4	1500	
21	Zawar*	Rajasthan	737	2	200	
22	Jhunjhunu*	Rajasthan	1277	4	300	
23	Ramagundam	Telangana	818	3	1000	
24	Kallur, Chinchol	Karnataka	502	2	300	
25	Dindigul	Tamilnadu	1340	4	2000	
26	Hindpur, Anantpur	Andhra Pradesh	919	3	4000	
27	Bhatapara	Chhattisgarh	1190	4	1200	
28	Ghouse Nagar	Telangana	739	2	2000	
29	Pirda	Chhattisgarh	1123	4	6000	
30	Dongari Buzurg	Maharashtra	937	3	600	
31	Dholpur	Rajasthan	1149	4	3000	
32	Lalitpur	Uttar Pradesh	1025	3	5000	
33	Babina	Uttar Pradesh	1091	4	3000	
34	Raipur	Chhattisgarh	1126	4	500	
35	Raigarh	Chhattisgarh	1368	5	1000	
36	Medak*	Telangana	671	2	3000	
37	Chittorgarh	Rajasthan	845	3	300	
38	Manuguru	Telangana	997	3	500	
39	Tensa	Odisha	1355	5	300	
40	Damanjodi	Odisha	1334	4	500	
41	Bangalore	Karnataka	955	3	800	
42	Mangampeth / Kadapa	Andhra Pradesh	1012	3	1200	
43	Bargarh	Odisha	1336	4	350	
44	Tiruchirappalli	Tamilnadu	1311	4	1000	
45	Tummalapenta, Kurnool	Andhra Pradesh	1112	4	600	
46	Gadag	Karnataka	617	2	3000	
47	Rangareddy	Telangana	647	2	350	
48	Pithampur	Madhya Pradesh	557	2	250	
49	Jafrabad	Gujarat	800	3	600	
50	Chennai	Tamilnadu	1309	4	600	
51	Chittoor	Andhra Pradesh	1133	4	500	

52	Bellary	Karnataka	714	2	600	
53	Mahisagar	Gujrat	535	2	1000	
54	Thirunelveli	Tamilnadu	871	3	600	
55	Yerraguntla Mandal-Niduzuvvi	Andhra Pradesh	963	3	600	
56	Banswara	Rajasthan	651	2	500	
57	Ariyalur	Tamilnadu	1323	4	500	
58	Irikigudem Village, Nalgonda	Telangana	879	3	500	
59	Chittapur, Gulbarga	Karnataka	546	2	500	
60	Kamalapuram, Kurnool	Andhra Pradesh	968	3	700	
61	Devapur	Telangana	851	3	600	
62	Jaggayyapet	Andhra Pradesh	901	3	600	
63	Kovaya	Gujarat	772	3	500	
64	Yerraguntla Mandal-Ballasapally	Andhra Pradesh	1027	3	500	
65	Ananatpur	Andhra Pradesh	904	3	500	
66	Ganeshpahad	Telangana	871	3	500	
67	Peddapali -Basantanagar	Telangana	874	3	600	
68	Vellore	Tamilnadu	1178	4	600	
TOTAL					117350	

* To include unloading charges at destination in freight quoted.