









Primary Transportation
Contract for Bensulf From
Toloja to Different
locations:
Guideline for New Supplier
login

### Process to take part in tender:



# Process and Guideline for participating in tender:

1. For Participating, Please visit the website i.e.,

https://mahadhanagritech.com/tender

- 1. To participate in tender, please click on the link and follow the instructions.
  - a) Please log in with your credential if already registered business partner
  - b) In case of new please start the onboarding through the RFQ link



### **Supplier Registration:**



### **Supplier registration process:**

1. Register yourself by clicking on the following link through RFQ link or through <a href="https://pragati.dfpcl.com/">https://pragati.dfpcl.com/</a>

2. Fill the mandatory details as requested by system, post evaluation of credentials by the buyer you will receive mail from 'no-reply-dfpcl@ivalua.com' for your login id credentials, Please upload your documents as per the given list

For any query regarding registration on portal, you may contact:

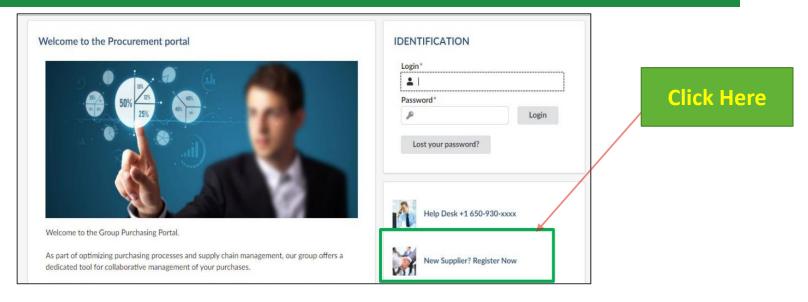
1. Sai Pradeep: 9336595959

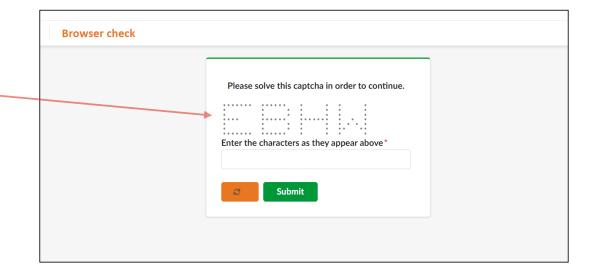
2. Archana Khomane : 7767905391

### **New Supplier login details:**



- 1. Go to <a href="https://pragati.dfpcl.com/">https://pragati.dfpcl.com/</a>
- 2. Click on 'New Supplier? Register Now'
- 3. Complete the browser check (\*Enter the characters as they appear above)

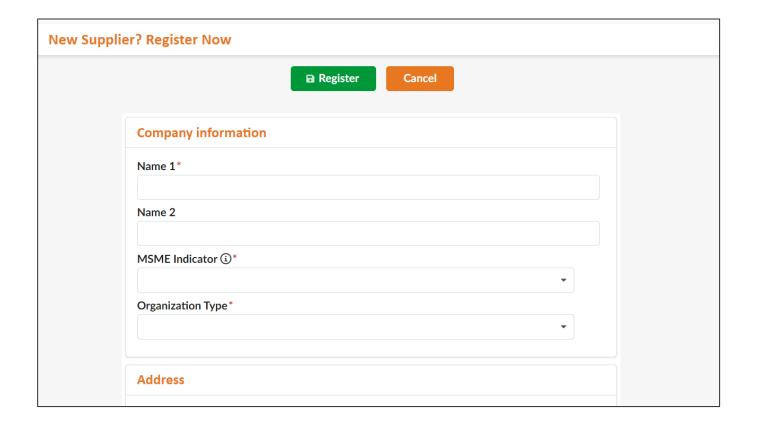




## **Registration:**



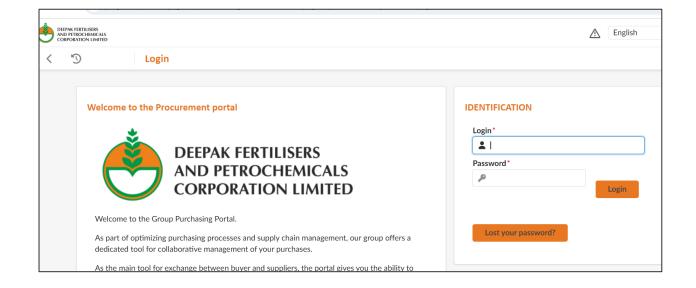
- 1. Fill the mandatory details
- 2. Click on the 'Register'



### Login:



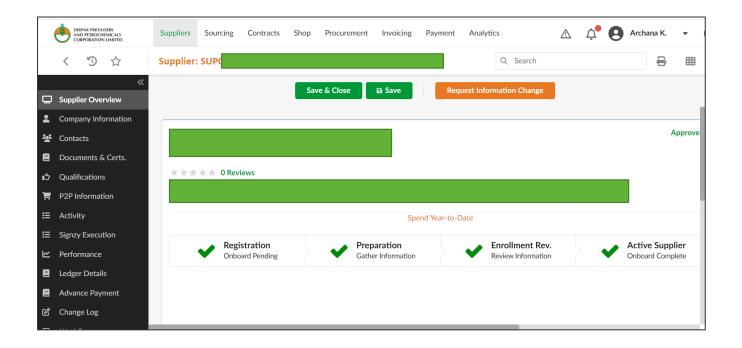
- 1. After this, you will receive a mail in your mailbox from 'no-reply-dfpcl@ivalua.com' with login credentials.
- 2. Login with the same credentials by clicking on the link in the mail.



### **Supplier Account:**

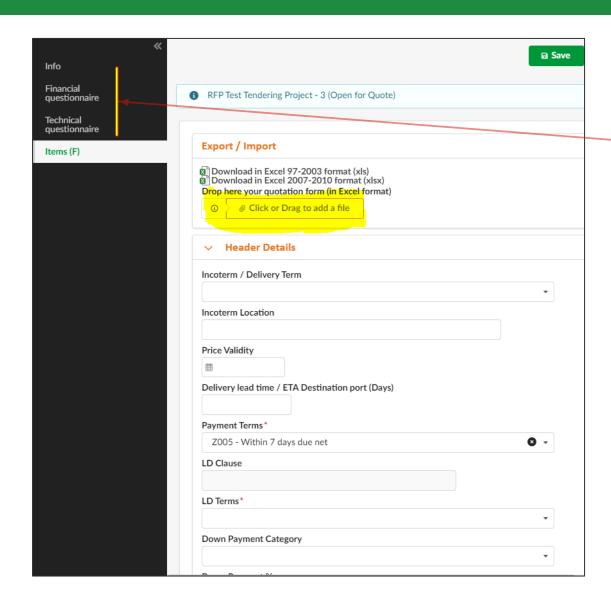


- 1. On the left hand side, you will find number of options, fill the mandatory detail and save.
- 2. After that upload the documents required (PAN, GST, MSME, e-Invoice declaration (format already available on the portal), NDA.
- 3. Bank accounts details to be filled in P2P information and supplier questionnaire to be filled.
- 4. You have successfully completed registration, now you can take part in tender with the link provided in tender.



### **Tender Process:**





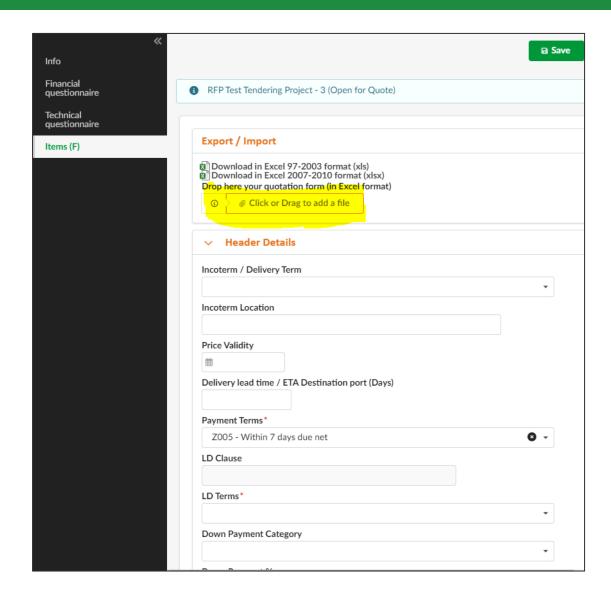
1. Fill the Technical / Financial questionnaire and upload the mandatory documents.

**Note:** (Contractors engaged in our current primary transportation Services are exempted for submission of EMD and technical / financial questionnaire).

2. After that upload your rates in excel file attached named "Commercials upload" (schedule II) in items (Do not alter any other information in excel).

### How to upload commercial bid/schedule II:





- 1. To upload schedule II

  "Commercial Upload"

  download the file from

  'items (F)' named

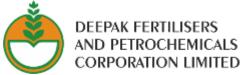
  commercial upload.
- 2. Fill your rates and upload your file on the portal and save.



# One Team One Dream

Together, let's make it happen.

We Listen. We Care. We don't give up till we Deliver.



Reg. Off and Corp. Off: Sai Hira, Survey No. 93, Mundhwa, Pune - 411 036 CIN: L24121MH1979PLC021360

www.dfpcl.com

**Disclaimer:** This presentation contains statements that contain "forward looking statements" including, but without limitation, statements relating Deepak Fertilisers and Petrochemicals Corporation limited's (DFPCL) future business developments and economic performance. While these forward looking statements indicate our assessment and future expectations concerning the development of our business, a number of risks, uncertainties and other unknown factors could cause actual developments and results to differ materially from our expectations. These factors include, but are not limited to, general market, macro-economic, governmental and regulatory trends, movements in currency exchange and interest rates, competitive pressures, technological developments, changes in the financial conditions of third parties dealing with us, legislative developments, and other key factors that could affect our business and financial performance. DFPCL undertakes no obligation to publicly revise any forward looking statements to reflect future / likely events or circumstances.



#### MAHADHAN AGRITECH LIMITED (MAL)

#### (100% subsidiary of Deepak Fertilizers and Petrochemicals Corporation Limited)

Registered Office - Sai Hira, Survey No. 93, Mundhwa, Pune 411 036. Maharashtra, India. Phone No. 020 – 66458000

TENDER REF:	BENSULF / TPT / 2024-25 / PUNE / TALOJA
DATE:	24 / 04 / 2024

#### **Subject: Transportation Contract for Bensulf.**

We invite quotations for transportation of Bensulf, bagged in 25 / 40 / 50 Kgs packing OR any other packing size for the period **June 2024 to May 2025**, from our plant at Taloja and our Warehouse at Indepesca / Navkar (Somathane) or any other location as stipulated by the MAL Management to various destinations in the States of Maharashtra, Karnataka, Gujarat, Madhya Pradesh, Uttar Pradesh, Andhra Pradesh, Telangana, Punjab & Haryana, Tamil Nadu, Rajasthan and Chhattisgarh.

The Tender form consisting of all details like destinations, quantity, terms & conditions are enclosed herewith. You are requested to submit bids online through "Pragati Portal" (https://pragati.dfpcl.com) by **01.05.2024** before **5:00 P.M.** 

Short-listed Transporters / Contractors (here-in-after referred to as Contractor) will be informed to participate in the Online Reverse Auction (RA) event which is tentatively planned in the 2nd **Week of May 2024.** The exact date of the RA will be confirmed to you by MAL personnel.

In case of any queries, you may contact our Job Controller Shri Hemal Vaidya, Sr. Gen. Manager (Logistics) - Mob No. 9979143265, at our Taloja works. For technical Support please get in touch with Shri. Sai Pradeep — Mob No. 9336595959.

Thanking You,

For & on behalf of MAHADHAN AGRITECH LIMITED (MAL)

Bharat Maske Sr. Gen. Manager – Commercial & Supply Chain

Encl.: A/a

MAHADHAN AGRITECH LIMITED (MAL)

Sai Hira, Survey No. 93, Mundhwa, Pune 411036.

Tel.: 020 6645 8201

TENDER REF: BENSULF / TPT / 2024-25 / PUNE / TALOJA	
TRANSPORTATION CONTRACT  FOR	
<u>BENSULF</u>	
01 June 2024 TO 31 May 2025	
	Page 2 of 30

	(On party's letterhead)
Ref:	Date:
Sr. Gen. Manager – Com M/s. Mahadhan Agritec Sai Hira, Survey No. 93, Mundhwa, Pune-411036	h Limited (MAL),
Dear Sir,	
Sub: Tender for appoint	ment of Transport Contractor for Bensulf.
I / We hereby submit Sc	hedule of Rates (Schedule – II) filled in and sealed.
· · · · · · · · · · · · · · · · · · ·	died the terms and conditions given in the Tender Schedule $-$ I and agree to abide by all ns. $$ I $/$ We fully understand that these will form an integral part of the Contract for the
	dated//20 for Rupees <b>50,000</b> /- (Rupees <b>Fifty Thousand only</b> ) in HAN AGRITECH LIMITED, payable at Pune towards Earnest Money Deposit is enclosed
Thanking you,	
Yours faithfully,	
(Signature of the Tender Affix Rubber Stamp	rer)
STATUS – (Capacity in w	hich signatory is signing)
Enclosure:	
1) SCHEDULE I & EMD:	GENERAL TERMS AND CONDITIONS duly stamped, signed by Tenderer at each page (1
2) SCHEDULE II:	set) and sealed in envelope – EMD. SCHEDULE OF RATES duly filled and to be uploaded.
3) List of pre-qualification	on documents / information attached herewith to be uploaded.

## MAHADHAN AGRITECH LIMITED (MAL) Sai Hira, Survey No. 93, Mundhwa, Pune 411 036.

#### **INSTRUCTIONS TO THE TENDERER**

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

Quotations received through "Pragati Portal" (https://pragati.dfpcl.com) will be considered for evaluation, Quotations forwarded through any other means shall not be qualified for this Tender.

EMD to be provided in form of Demand Draft / Pay Order in favour of Mahadhan Agritech Limited, payable at Pune, for **Rs. 50,000/- (Rupees Fifty Thousand Only) will be accepted**. The Earnest Money Deposit (EMD) furnished by Tenderers will be exclusively for this Tender and will not carry any interest.

Original copy of EMD should be forwarded to:

#### **Bharat Maske**

Sr. Gen. Manager - Commercial & Supply Chain

Encl.: A/a

#### **MAHADHAN AGRITECH LIMITED (MAL)**

Sai Hira, Survey No. 93, Mundhwa, Pune 411036.

Tel.: 020 6645 8201

(Contractor engaged in our current Jobs for transportation of Fertilizers from Taloja are exempted for submission of EMD.)

'Commercial Terms' should contain the following --

Schedule – I: Confirming acceptance of all the terms and conditions as stipulated therein to be uploaded as an attachment in the Evaluation – Technical/ Financial

#### Pre-qualification documents / information.

#### Technical:

- Letter of authority from Tenderer.
- General Information (in the proforma, prescribed by the Company).
- Infrastructure / Resource (in the proforma, prescribed by the Company).
- Certified copies of RC books of owned vehicles, if any.
- Experience for last three years (in the proforma, prescribed by the Company).
- Details of blacklisting / disqualification / forfeiture of BG / S.D. (in the proforma, prescribed by the Company).

#### Financial:

- Latest Income-Tax clearance certificate along with Income Tax returns for last three years
- Certified copy of registered Partnership deed / Memorandum of Association / Articles of Association / by-laws as applicable.

- Balance Sheet for last three years.
- Copy of PAN registration, GST registration.
- MSME certificate / Registration number in case registered under Micro, Small and Medium Enterprises.
- Details for payment through RTGS.

(Contractor already engaged in our current Jobs for transportation of fertilizers from Taloja are exempted from submission of above pre-qualification documents / information.)

Schedule – II: Post completion of Schedule 1 Commercials to be uploaded in schedule II for uploading of commercials Please use the Excel file named "Commercials upload" (please do not alter any field in attached file only add your individual rates – any change in any row or column will be rejected by the tool for upload)

Process of Evaluation – All submitted Quotations will be opened on a scheduled date by a committee appointed by MAL and not in the presence of the Tenderers. Technical/Financial Evaluation sheet will be opened first, and it will be verified that the Tenderer has submitted EMD in the prescribed form as applicable, all the terms and conditions of the Tender documents are acceptable to the Contractor and all the required prequalification documents / info are furnished. Mere submission of all the documents will not necessarily mean that the Tenderer is qualified. Worthiness assessed by the Company will be final and binding on the Tenderer. Commercial Quote of the Tenderers technically qualified by our Job Controller shall only be opened by the Committee.

- 1.0 The Company shall reserve the right to either issue or reject the Tender documents to any party without assigning the reasons.
- 2.0 Out of firms having one or more common partners / proprietor only one Tender document will be entertained.

#### 3.0 ACCEPTANCE AND COMMENCEMENT OF WORK

- 3.01 The Contractor on acceptance of Tender by the Company shall commence the work, subject to completion of formalities pertaining to Security Deposit and Agreement within the stipulated period, on receipt of Purchase Order. However, if the 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.
- 3.02 It is understood by the 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 Tenderer, the Company may in its discretion invite fresh bids from the remaining tenderers or annual the Tender process as the case may be.
- 3.03 The Tenderer, after studying all Tender documents carefully and after visiting the site for satisfying itself 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.

The Tenderer should quote the rates in Rupees per MT (in figures) explicitly for the period 1<sup>st</sup> June 2024 to 31 May 2025 for all the destinations mentioned in Schedule II. "Commercials upload". The quoted rates should be rounded off to the nearest rupee.

- 3.04 The Tenderer may quote for all the jobs covered by the Tender or part thereof as per Schedule II. "Commercials upload". However, the Tenderer should ensure that rates quoted should cover each and every destination mentioned under that particular Area / State in Schedule II. "Commercials upload". The Tender is liable to be rejected for failing to adhere to this condition. The Taluka / District wise rates quoted shall be applicable to all destinations within that particular Taluka / District as the case may be irrespective of any distance variances.
- 3.05 The rates quoted in the Tender are to hold good for a minimum period of 90 days from the last date of Tender submission. 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.
- 3.06 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 and the Tender shall be signed by a person or persons duly authorized to do so by means of legally valid documents which or a duly certified copy of the same, shall be attached with the Tender.

#### 4.0 **VALIDITY OF TENDERS:**

The acceptance of Tender will rest with the Company and reserves to itself the right -

- To reject any or all Tenders.
- To reject the Tender on the basis of unsatisfactory performance of the Tenderer in previous Transport Contracts with the Company.
- Out of firms having one or more common partners/proprietors, offer of only one firm will be valid at sole discretion of Company.
- To 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.
- To split up work amongst two or more Tenderers.
- To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- The Rates derived from On-line RA shall be proportionately reduced in % (percentage) basis with respect to initially quoted Weighted Average Rates for all locations.
- 5.0 The Tender document should have annexed thereto an 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 be appropriately identified and supported by a separate letter.
- 6.0 **Conditional Offer:** Conditional offers will not be accepted under any circumstances.
- 7.0 No guarantee can be given as to any definite volume of work that will be entrusted to the Contractor at any time or during the period of the contract. The quantity may decrease/increase depending upon the requirement and other factors whatsoever.

#### SCHEDULE - I

### MAHADHAN AGRITECH LIMITED (MAL) SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE - 411036

#### GENERAL TERMS AND CONDITIONS OF CONTRACT / TENDER

#### 1.0 **DEFINITION**

- 1.1. "Company" shall mean "Mahadhan Agritech Limited (MAL)", having its Registered Office at Sai Hira, Survey No. 93, Mundhwa, Pune 411 036 (which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).
- 1.2. The "Contractor" shall mean the Transporter whose quotation has been accepted and shall include his legal representatives, heirs, administrators, 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 Fertilizer movement of the Company.
- 1.5. "Bensulf" shall mean relevant "Sulphur (Granular)" as defined under Fertiliser Control Order (FCO), 1985.
- 1.6. "Act" shall mean and include Carriage by Road Act, 2007, Motor Vehicles Act, 1988 read with Rules.
- 1.7. "Load" shall mean material/Bensulf entrusted to the Contractor at Taloja or any other location (Indepesca / Navkar (Somathane))/KTIG / CWC (Kalamboli) or any other Warehouse.
- 1.8. "Destination" shall mean and include the defined 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 Company's works at Taloja or any other location specified location at Taloja.

#### 2.0 **SCOPE:**

Mahadhan Agritech Limited (MAL), invites sealed quotations for Transportation of Bensulf in bags of 25 / 40 / 50 Kgs or any other packing size from its factory at Taloja to various destinations in the **States of Maharashtra**, **Karnataka**, **Gujarat**, **Madhya Pradesh**, **Uttar Pradesh**, **Punjab & Haryana**, **Andhra Pradesh**, **Telangana**, **Tamil Nadu**, **Rajasthan and Chhattisgarh**.

The quantities and destinations indicated in Schedule II are as per the tentative plans of the 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 the Contract as required. The Schedules of dispatch would be furnished to you from time to time for enabling you to plan the dispatches.

- 3.0 **RESPONSIBILITY:** The Contractor shall ensure that the following service criteria will be given to company:
  - a. Deployment of vehicle within 48 hrs of intimation of order
  - b. Direct dealer order upto 70% of total order
  - c. Split delivery 2/3-point delivery upto 50 km 70% of direct dealer order
  - d. Vehicle size: 20 MT to 35 MT

The Contractor shall ensure that the material entrusted to Contractor is delivered in full without Transhipment at destinations and without any damage either to the material or to the packing and within maximum 5 days in the States of Maharashtra, Karnataka, Gujarat, Madhya Pradesh, Telangana, and Andhra Pradesh, however for Tamil Nadu, Uttar Pradesh, Rajasthan and Chhattisgarh it will be within maximum 7 days from the date of lifting from Taloja or any other location.

#### 4.0 **DAMAGES**:

- 4.01 In case of damage to material or packing, the Contractor will have to make good the loss to the Company, as decided with the Job Controller / Coordinator located at Taloja.
- 4.02 In case of delay in delivery of material at destination, the Contractor shall have to pay liquidated damages to the Company at the rate of **Rs. 500/- (Rupees Five Hundred) per day** or part thereof for each truckload from the expiry of 5 to 7 days from the date of lifting from Taloja as the case may be.

The Contractor shall ensure that the material entrusted to Contractor is delivered in full without Transhipment at destinations and without any damage either to the material or to the packing and within the validity period of Ewaybill from the date of Lifting from Taloja or any other mentioned locations in the contract.

#### The validity period of the Ewaybill will be as per Chapter XVI Ewaybill rules clause 10.

An e-way bill or a consolidated e-way bill generated under this rule shall be valid for the period as mentioned in column (3) of the Table below from the relevant date, for the distance the goods have to be transported, as mentioned in column (2) of the said Table: *Table* 

Sr. No.	Distance	Validity period
(1)	(2)	(3)
1.	Upto 100 km	One day
2.	For every 100 km or part thereof thereafter	One additional day

- 4.03 **Shortage**: In case of shortage of Bensulf en-route, the Contractor shall have to pay to the Company as compensation an amount equivalent to the value of material short delivered at destination calculated at Company's Invoice Price.
- 4.04 The Company has the discretion to despatch the goods in the order / priority it deems fit.

#### 5.0 **DELIVERY OF MATERIAL:**

The Contractor in compliance of the Contract shall deliver the material to the Consignee as per the instructions of the Job Controller within maximum of **5 to 7 days** Transit Time from the date of dispatch. The acknowledgment for the receipt of goods from the Consignee shall be sent back to Company within maximum **30 days** from date of dispatch of material. The Company shall be entitled to recover the value of material in the event, the acknowledgment is not received by the Consignor within

**30 days** stipulated as in this clause. The Company is entitled to recover such costs, damages, and charges as may be necessary due to any delay in delivery/receipt of acknowledgments.

As per the terms of the Contract, the Contractor shall deliver the material to the Consignee as per the instructions and collect the Proof of Delivery (POD) electronically and manually.

- a) **Manual POD:** The Contractor shall collect the POD duly signed and stamped with the delivery date from the Consignee.
- b) **E-POD**: The Contractor shall complete the E-POD transactions with the Consignee though the app provided by Company.
- 5.01 **SPLIT DELIVERY**: Relaxation in delivery period of maximum **1 day** will be given in case of split delivery en-route to final destination.

If split delivery / Two-point delivery takes place within 50 Kms of the agreed Rate/MT, then the Rate/MT will remain unchanged. For split delivery / Two Point delivery beyond 25 Kms, then the additional Freight charges will be Rs. 75/MT.

#### 6.0 **SERVICE OF NOTICE OF CONTRACT**:

The Contractor shall furnish the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractors if delivered to the Contractor or his authorised 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 and / or simultaneous 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 during the period of Contract and the Deposits lying with the Company shall be forfeited.

#### 8.0 **PERIOD OF CONTRACT:**

The period of contract is for 12 months from **01.06.2024 to 31.05.2025**. However, the Company will be entitled to terminate the Contract without assigning any reasons by giving 15 days' notice, if in the opinion of the Company, the performance of the Contractor is not satisfactory. 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.

- 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.
- 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 **01/05/2024.** 

The formula for escalation / de-escalation will be:

Increase/Decrease | Increase/Decrease in the price of Diesel per Ltr X Distance in Freight Rate/MT} = 4 Kms X 20 MT

Diesel prices will as per MAL Rate Card which will be updated once every 15 days on the 16 th and 30<sup>th</sup>/ 31<sup>st</sup> of that month and will be shared with the Contractor.

The destination wise Distance to be considered in case of such escalation / de-escalation will be the distance mentioned in Schedule II to this Tender. Distances calculated in Schedule II are lowest distance in Google map from Taloja Panchanand.

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 its 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**, **maximum of 10% of the Contract value, or Rs. 10.00 lacs, whichever is lower**, in the form of valid Bank Guarantee (BG) issued by any Nationalized Bank of India, as stated in the proforma prescribed by the Company. The BG should be valid for a period of 15 months from the date of Contract.

- 9.01 The Security Deposit furnished by the 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 Contractor's subsequent interim bills until the Security Deposit is restored to its full limit mentioned above.
- 9.03 If the Contractor had furnished a Security Deposit for a running Contract, the same will be retained by the Company till such time the reconciliation of the previous contract is completed. In case the Security Deposit is in form of Bank Guarantee (BG), the Contractor shall extend the same and ensure that the **BG value maximum of 10% of the Contract value, or Rs. 10.00 lacs, whichever is lower**. On reconciliation of the running contract, the Contractor shall comply with the requirement of clause No. 9.05, provided herein below.

On submission of "NO DEMAND CERTIFICATE "by the Controller, Company will refund the Security Deposit furnished for the previous Contract after adjusting as per the reconciliation.

- 9.04 If the Contractor has not furnished Security Deposit for any reason, the amount towards Security Deposit will be withheld from the submitted bill.
- 9.05 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 **PERFORMANCE / TERMINATION OF THE CONTRACT:**

- 10.01 If the 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 15 days' notice in writing to the Contractor, if, in its opinion, the work under the Contract is not being done to its satisfaction in accordance with the terms and conditions of the Contract or to the parameters set by the Company as per the Schedules annexed to the 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 Contractor.
- 10.02 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.

#### 11.0 INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY:

- 11.01 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 the Contractor neglect to comply with any directions given to Contractor 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.
- 11.02 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 Contractor 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.

#### 12.0 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 sub-letting 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.

- 12.01 The Contractor will have to supply the number of trucks **within 48 hours**, as per the schedule intimated by Company's Job Controller from time to time.
- 12.02 No unloading charges at destination will be entertained.
- 12.03 Company shall have a right to assign its rights and obligations under this Contract to any Associates / affiliates / subsidiaries / joint ventures partner, etc., any time during the subsistence of this Contract on the same terms and conditions without notice or consent to other party. Subject to the foregoing, this Contract shall inure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation/merger/joint venture of any party) and permitted assigns.

#### 13.0 **INDEMNITY:**

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

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

#### 14.0 CONTRACTOR TO COMPLY WITH ALL STATUTORY LAWS & REGULATIONS:

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 its operations involved under this Contract.

The Contractor shall ensure loading of material in his truck as per the maximum permissible weight asper axle load 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.

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 its own cost any damage to the property of the Company or any other body, persons, local authorities etc., due to or arising from its 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.

- 14.01 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 (MVA) as amended in 1988, along with comprehensive insurance cover. The Contractor undertakes that it will indemnify and keep indemnified the Company against any loss, costs, charges and expenses incurred or suffered by the Company due to the Contractor or its drivers / employee's negligence or for non-compliance of Motor Vehicles Act (MVA) 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 authorised 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.
- 14.02 The Contractor should provide the Freight Subsidy data in the stipulated format within maximum 03 days from the date of intimation from our Job Controller.

#### 15.0 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.

#### 16.0 **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 Contractor of the letter of acceptance for carrying out the works according to the General Terms & Conditions of the Contract as given in the Tender documents and special conditions of Contract. 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.

### 17.0 <u>COMPENSATION FOR NON-COMMENCEMENT / NON-COMPLIANCE / DELAY IN THE FULFILMENT OF</u> THE WORK:

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 Clause 12.01 shall entitle the Company to the following:

- a) Recovery of agreed liquidated damages as per Clause 4.02 for delay in delivery.
- b) The Contractor will not be allowed to work during the period of Contract and the deposit lying with the Company shall be forfeited.
- c) Stop requisitioning any trucks from the Contractor for such period as deemed necessary by the Company.
- d) Get the work done through any other party at the risk and cost to the Contractor after 48 hours.
- e) Right to reject any lorry if in the opinion of Job Controller the floor space in the body of the lorry is unclean / not suitable / unsafe to carriage of material.
- f) All consignments in transit shall be covered by the tarpaulins irrespective of weather condition.
- g) Vehicles not to carry materials which could impact the empty weighment of truck.
- h) Vehicles to be placed properly in weighbridge as per the directions of the weighbridge clerk.
- i) Not to use hooks to handle bags.
- j) Not to carry passengers or material of others.

#### 18.0 **LOSS IN TRANSIT**

Any damage caused to the goods on its negligence to make proper arrangements shall be the responsibility of contractor alone. If in transit the Material is lost or damaged due to accident or by any other reasons or whatsoever, the Contractor shall be liable for the loss or damage to the products. If the material is lost or damaged in transit, the Contractor shall immediately inform about the loss or damage and the place of incidence (retained / halted) to the Company and that the Company will send its representatives to assess the damages before the consignment is delivered to the Consignee. The loss along with the expenses incurred by the Company due to the loss or damage will be recovered from the money payable to the Contractor. The extent of the losses will be decided by the Job Controller located at Taloja.

#### 19.0 **PROVISIONS OF EMPLOYEE'S COMPENSATION ACT**:

It is the prime responsibility of the Contractor to meet all his expenses and for paying wages and other statutory charges to its employees. The Contractor shall ensure that all dues, payment, compensations that may have to be paid to its employees, 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 Section 12, Sub-section (1) 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 employees 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 Section 12, Sub-section (2) of 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 Section 12, Sub-section (1) of 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.

#### 20.0 COMPANY NOT RESPONSIBLE FOR CONTRACTOR'S EMPLOYEES:

The Contractor may employ such employees as it 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.

#### 21.0 SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO THE 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.

#### 22.0 **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 to be danger or inconvenient to the public or cause these to be removed at the Contractors cost.

#### 23.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES, ETC:

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

#### 24.0 **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.

#### 25.0 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- 25.01 The Contract will be terminated due to any of of the following condition/s below:
  - (i) become bankrupt or insolvent.
  - (ii) make arrangement with or assignment in favour of the creditors or agree to carry-out the Contract under a Committee of Inspection of his creditors.

- (iii) being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction).
- (iv) assign the Contract or any part thereof otherwise than as provided in Clause 12.0 of Schedule I.
- (v) abandon the Contract.
- (vi) persistently disregard the instructions of the Job Controller or contravene any provisions of the Contract.
- (vii) fail to adhere to the agreed program of work, the Company will have the right to adhere to clause 25.02.
- (Viii) If the contractor follows any unethical practice such as bribing company officials, offering any undue favors, etc.
- 25.02 Right of the Company after rescission of Contract owing to default of the Contractor in the --
  - (i) The Contractor shall have no claim to compensation for any loss sustained by him by reason of Contractor having purchased any materials or entered into any commitments or made any advance on account of or the performance of the 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 it upon due completion by the Contractor after deducting the said amount, but if such amount shall exceed the 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.

#### 26.0 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.

#### 27.0 **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 by a sole Arbitrator appointed mutually by both the parties in accordance with the Arbitration and Conciliation Act, 1996 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 Pune and for interim relief under the Act, courts at Pune shall have the exclusive jurisdiction over this Agreement.

#### 28.0 **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.

#### 29.0 **TERMS OF PAYMENT:**

Payment of bills to the Transport Contractors will normally be made through Cheque / Bank Transfer within 60 days from the submission of the bill along with the necessary acknowledgement of despatch document. The bill must be submitted, complete in all respects every 15 days

#### 30.0 **DIVERSION:**

In case the Contractor is directed in writing by the Job Controller of the Company or In-charge of the warehouse to carry the material further to any other destination, after reaching the original destination as per the Delivery Challan, the Contractor would carry out such instructions, Payment for such diverted delivery of the material will be made on the basis of the distance travelled from Taloja to original destination and by shortest route from original destination to the new destination. The Contractor in such cases should also produce a certificate from Automobile Association / State Transport Authority / PWD for the distance between the original destination and the new destination.

#### 31.0 <u>DECLARATION OF TRANSPORTERS RELATIONS WITH MAL EMPLOYEES</u>:

Should a Tenderer/ Transporter have a relation or in the case of a firm, one or more of its partners a relation or relations employed in MAL or in case of Company any of its official or relations employed in MAL, 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 MAL may in its sole discretion reject the tender or rescind the contract. If any exemployee(s) of MAL is/are employed, with the transporter(s), name, designation, department and employee number of such employee(s) be indicated and if any exemployee(s) of MAL is/are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to MAL from time to time.

#### 32.0 **ANTI- BRIBERY CLAUSE:**

- a) Contractor will use only legitimate and ethical business practices in the conduct of its business with the company. Contractor will comply with all applicable laws applying to commercial or public sector corruption, including but not limited to Prevention of Corruption Act of India and other anticorruption laws and laws prohibiting the payment or acceptance of commercial or public sector bribes, money laundering or terrorism.
- b) Contractor will not directly or indirectly offer or provide anything of value (Gifts, Product samples, loans, travel, entertainment or any other similar benefit or inducement) to any government official, whether or not customary or consistent with prevailing business practices.
- c) Contractor will indemnify Company (and its subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns) against any third party claim or demand, including any fine, penalty and interest, or loss (and legal fees in respect thereof) caused or arising out of any breach by Contractor of any applicable law or regulation, including without limitation, all laws relating to money laundering, terrorism, commercial or official bribery or dealing with government officials.
- d) Company may suspend its business relationship with contractor in the event that company has reason to believe Contractor is the subject of an investigation by any governmental, legal, or regulatory body. Contractor's non-compliance with any laws or regulations will constitute a material breach which entitles Company to terminate its relationship with Contractor (including this Agreement) with immediate effect.

#### 33.0 **NON-UTILISATION OF TRUCKS:**

No claim shall be made by the Contractor against the Company due to non-utilisation 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, lock-out, 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 utilisation 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.

#### 34.0 **AMENDEMENT TO TENDER DOCUMENT:**

If there is an amendment to this Tender document, then the respective contractor will abide by the same as stipulated by MAL.

This Contract is subject to the provisions	of the Carriage by Road Act, 2007
	X

(On party's letterhead)

#### SCHEDULE – II OFFER

Ref:	Date:

Sr. Gen. Manager - Commercial M/s Mahadhan Agritech Limited, Sai Hira, Survey No. 93, Mundhwa, Pune - 411036

#### Dear Sir,

- 1) I/We submit herewith (in duplicate) the quotation with regard to the Contract for transportation jobs in respect of Bensulf from your plant at Taloja. your Warehouse at Indepesca / Navkar (Somathane) KTIG / CWC (Kalamboli) or any other location, as stipulated by the MAL Management
- 2) I/We hereby agree to abide by the General Terms and Conditions as per 'Schedule-I' which is enclosed along with the Tender duly signed by us.
- 3) The rates are in Rupees/per MT/ Destination wise/ State wise. These rates are inclusive of Varai charges. The rates are quoted at Schedule II.
- 4) I/We undertake to pay the price fixed by the Company from time to time as compensation, in case the material is short delivered at the destination.
- 5) I/We will take all precautions for safe-delivery of the consignment at various destinations and the material will be covered with Tarpaulins, while the material is either in transit or in Company's custody. We shall not transfer the material from one truck to another and we will be responsible for any loss/damage to the consignment and hereby agree to make good the loss as ascertained by you.
- 6) In case the Contract is awarded either fully or partly in Company's favour, we undertake to carry out the job faithfully and to the entire satisfaction of the Company. We will not sub-let the Contract either partly/fully to any other Contractor, without your prior written approval/consent. We have no objection if the above Contract is given to any number of parties.
- 7) I/We hereby undertake to collect the receipt of LBT if paid by us at destination, from the receivers of the cargo at destinations. However, the LBT paid, wherever applicable, in respect of Fertilizer's dispatched on MAL account to the godown/s hired by MAL shall be reimbursed by MAL on production of original receipts.
- 8) I/We agree to provide Security Deposit as per clause no. 9 of Schedule I, by way of Pay Order / Demand Draft. Alternatively, I/We agree to furnish Bank Guarantee of equal amount.
- 9) I/We undertake to comply with Central/State Rules, Regulations, By-laws and orders of local authorities and Statutory Bodies and pay all fees/Taxes, Duties, charges as may be leviable on account of transport operations, at the Company's cost.

- 10) In case of non-fulfillment of Contract terms and conditions, I/We agree to the forfeiture of Security Deposit by the Company.
- 11) I/We hereby agree that the rates quoted and accepted by us will remain firm through the Contract period i.e. from **01.06.2024** to **31.05.2025** and also for the extension period if the Contract period is extended.
- 12) I/We hereby declare that one or more partners/directors/proprietor is not common with other firms who have quoted for this tender.

Yours faithfully,

(Signature & Designation of Tenderer) Along with Seal of the Firm

#### AGREEMENT FOR TRANSPORTATION CONTRACT

(Rs. 100/- Non-Judicial Valid Stamp Paper)

THIS AGREEMENT is made at Pune Between Mahadhan Agritech Limited, having its Registered Office at Sai Hira, S. No. 93, Mundhwa, Pune – 411 036, hereinafter called as "Company" of the ONE PART And M/s. \_\_\_\_\_ (hereinafter called the 'Contractor') of other part. And whereas the Mahadhan Agritech Limited, has invited tenders on \_\_\_\_ Bensulf from its plant located at Taloja, pursuant to which, the party of the other part has submitted the Tender. And whereas the Tender submitted by the Contractor has been accepted by the Company and the Contractor has accordingly been informed of the decision, which the contractor confirms, acknowledges and accepts, subject to the following terms and conditions. 1) This Contract comes into effect from 01/06/2024 & will continue till the validity date as per Service Order or its termination during course of Contract. 2) Quotation offer letter dated \_\_\_/\_\_\_/20\_\_\_ and Contract contained therewith along with Service Order No. \_\_\_\_\_ dated \_\_\_/\_\_/20\_\_ will form the part of the agreement. 3) The Contractor agrees to work as transport Contractor for transporting Bensulf from our Plant at Taloja to various destinations in the States of Maharashtra (including Thane, Raigad & Sindhudurga Districts in Maharashtra), Karnataka, Gujarat, Madhya Pradesh, Uttar Pradesh, Andhra Pradesh, Telangana, Tamil Nadu, Rajasthan, Punjab & Haryana and Chhattisgarh or any other State/s as deemed by the MAL Management. 4) The Contractor agrees to supply on demand as many trucks per day as requisitioned within the

- framework of Service Order No. \_\_\_\_\_\_ dt. \_\_\_\_ dt. \_\_\_/20\_\_\_.
- 5) In the event of non-supply of trucks as per requisition of Company penalty as indicated in Clause No. 12.01 and 17 (d) of Schedule I of the NIT shall be payable by Contractor.
- 6) Due to Contractor's inability, failure or negligence to execute the Contract, any loss incurred by the Company, will be on Contractor's account. The Company or his authorised representative at his entire discretion may also terminate the Contract in part or full, without any notice or assigning any reason, if in his opinion the work under the Contract is not being done in accordance with the terms and conditions of the Contract. The Company also reserves the right to get the work done by any other agency as per clause 17.0 of Schedule I of the Contract and the additional cost and damages suffered, if any, will be recovered from Contractor's bills/Bank Guarantee/Security Deposit.
- 7) The Contractor shall ensure that only the Trucks in good condition are used for loading of the bags. In addition, it will be the Contractor's responsibility to ensure that the bags are adequately covered to prevent any damage to the bags in transit.
- 8) The Contractor shall deliver the goods to the Consignee nominated by the Company within max 5 days from dispatch date. Penalty for delayed delivery beyond the specified time limit as above will entail the penalty as per clause 4.02. Trans-shipment of material en-route is not permitted and will attract penalty as per clause No. 12.02 for non-compliance.

- 9) In case of damage to the material in transit, the cost of bags, cost of re-bagging and value of material received short will be recovered from the Contractor. The rate of recovery will be the price fixed by the company from time to time.
- 10) Bills with acknowledgement should be submitted on a fortnightly basis and not later than 30 days from the date of dispatch from the plant.
- 11) The Contractor shall be paid at the rates mentioned as per Service Order No. \_\_\_\_\_ dated \_\_\_/\_\_\_/20\_\_\_.
- 12) Transportation charges do not include loading at the originating point and unloading at the destination unless otherwise specified.
- 13) The Company reserves the right to divert the material to any other destination while in transit. In such a case the payment shall be made as per provision under clause 30.0 of Schedule I of the Contract.
- 15) Every effort will be made to settle the bills as per provision under clause 29.0 of Schedule I of the Contract. The Contractor will however have no right to claim any interest in case of delay in payment.
- 16) The Company retains option to extend the Contract for further period as required on the same terms and conditions at the sole discretion of the Company.
- 17) The Contractor will comply with all the rules and regulations of Govt. of India, State Govt. and Municipal Authorities.
- 18) This Agreement will be governed by all other terms and conditions given in the Service Order and the Contract submitted along with the Tender.
- 19) The Contract is entered-into at Pune (Maharashtra) and Competent Courts of Pune shall have jurisdiction.
- 20) All disputes and differences arising out of the Contract shall be referred to arbitration as provided under clause 27.0 of Schedule I of the Contract and the award passed therein shall be reasoned, final, conclusive and binding on both parties.

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 and for interim relief under the Act, courts at Pune shall have the exclusive jurisdiction over this Agreement.

IN WITNESS THEREOF, the partie written.	s have hereto set their hands and seal the day, Month and year first abo	ve
1	2	
Date://20	Date://20	
WITNESSES		
1	2	
Date:/20	Date:/20	

### ADVANCE PAYMENT BANK GUARANTEE

То,
M/s. Ltd.
Address:
Dear Sir,
WHEREAS M/s, a (Proprietorship or Partnership firm or Company or LLP) having its Registered Office at, hereinafter referred to as the "Contractor", has, in terms of Letter of Intent/ Purchase Order No
AND WHEREAS one of the terms of the said Letter of Intent/ Purchase Order is that you shall make an advance payment of Rs
AND WHEREAS the (Bank name) a banking Company under the Act, having Head Office at, and having a Branch office at (hereinafter referred to as the "Bank") are held firmly bound to you, by these presents hereinafter.
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 Bank & Branch) hereby irrevocably agree and undertake to you as follows:
1. That the said Contractor shall duly and faithfully carry out to your satisfaction its obligation under the Letter of Intent/ Purchase Order, failing which we hereby irrevocably guarantee to pay you without any demur or objection of whatsoever nature, and notwithstanding any dispute raised by the Contractor in any proceedings before any tribunal or court, merely on written demand from you in writing stating that the amount is due, all or any sums of money upto a maximum of Rs(Rupees
2. Any demand under this Bank Guarantee shall be issued by you in writing that you have suffered damages due to non-fulfillment of its contractual obligations by the Contractor with respect to supply of Equipment under the said Purchase Order.
3. We, further agree that the guarantee herein contained shall remain in full force and effect during the period

that will be taken for performance of the Contract or under the aforesaid Letter of Intent/ Purchase Order

and that it shall continue to be enforceable till the dues of the Company under or by virtue of the said
Contract/PO, have been fully paid and its claims satisfied or discharged or till you certify that the terms
and conditions of the contract or under the said Letter of Intent/Purchase Order has been fully and
properly carried out by the Contractor and accordingly discharge the guarantee, whichever is earlier.
Unless the demand of claim under this guarantee is made on us in writing during the validity period of
the contract/ PO or on or beforewhichever is later. We shall be discharged from all liability under
the guarantee thereafter.
further agree that you shall have the fullest liberty without our consent and without affecting in any
manner our chlications homounder to your only of the towns and conditions of the said I often of

- 4. We further agree that you 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 Letter of Intent/Purchase Order or to extend performance by the Contractor from time to time or to postpone for any time or from time the powers exercisable by you against the Contractor and to forbear to enforce any of the terms and conditions of Letter of Intent/Purchase Order 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 omission on your part or any indulgence by you 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.
- 5. We, lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing. The guarantee contained herein shall be continuing and remain in full force and effect during the period as provided in clause 3 above or for any other period mutually decided in writing between the Company and the Contractor.
- 6. The guarantee contained herein shall not get affected or impaired by reason of any dispute(s) between the Contractor and you relating to the said Letter of Intent/Purchase Order.
- 7. The Guarantee shall be in addition to any other Guarantee or security and shall not in any way be prejudiced or affected by any collateral or other security or other Guarantee that you may now or anyway have in relation to the Contractor's obligations or liabilities under and\ or in connection with the Contract/ PO and you shall have full authority to take recourse or to enforce this Guarantee in preference to the security or securities at its sole discretion.
- 8. 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 Bank's constitution.
- 9. This Guarantee will come into effect on receipt of advance payment by the Contractor of Rs...... from you under the said Letter of Intent/ Purchase Order and will remain valid upto \_\_\_\_\_.
- 10. The value of this Bank Guarantee shall automatically reduce to the extent of advance adjusted in the invoices raised by the Contractor on you against the supply of the said equipment under the said Purchase Order. The value of this Bank Guarantee shall stand so reduced from the respective dates of such Invoices.

above expiry date or the obligation under the Purchase order/ Letter of Intent by the Contractor, i.e. on or before, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.
12. The Bank lastly confirm that only appropriate court in Pune 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.
13. The Contractor shall bear the stamp duty in respect of this instrument.
NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:
<ul> <li>(a) Bank liability under this guarantee shall not exceed Rs/-(Rupees: only).</li> <li>(b) This Bank guarantee shall be valid upto</li> <li>(c) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon the Bank a written claim or demand on or before i.e. 3 months additional from due date.</li> <li>(d) On Expiry, this Bank Guarantee shall be returned to us duly discharged.</li> </ul>
The Bank hereby declares that it has the power to issue this guarantee and the undersigned has full power to do so.
Place: Date: Signature with Stamp of the Bank

### **GENERAL INFORMATION:**

1)	Name & address of the Firm / Company:
2)	Office Telephone No.:
3)	Office Fax No.:
4)	Year of Establishment:
5)	Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd./ Pub Ltd. Co./Co-operative.
6)	Name, Address of Partner / Directors.:
7)	Name of contact person:
8)	Telephone no. of contact person: Office Residence Mobile
9)	Name & Designation of Authorised Signatory:
10)	Details of sister concerns a) Name & Address: b) Activities engaged in by Sister Concern: c) Names, Addresses & Telephone Nos. of Proprietors/Directors/Partners of Sister concerns:

(Signature of the Tenderer & Seal)

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### **INFRASTRUCTURE / HUMAN RESOURCE:**

1)	Total number of persons employed:	
2)	No. of branch offices:No.; Fax No. etc.)	_ (details of address, Telephone
3)	No. of trucks owned:	_(details)
4)	No. of trucks attached /through syndicates	
5)	No. of trucks engaged in Fertiliser, Cement, Food-grains, o	r similar products.
(Sig	gnature of the Tenderer & Seal)	

#### **WORK EXPERIENCE**

List of Customers serviced for transportation of fertilizers, food grains, cement or similar products during last three years of which the value of single contract in any one of the preceding three years should not be less than Rs. 25.00 Lacs.

Sr. No	Name of the Client served	Contract Period Product Handled	Volume (in MT)	Contract Value ( Rs. in Lacs )
1				
2				
3				

(Signature of the Tenderer & Seal)

#### **DETAILS OF BLACKLISTING / DISQUALIFICATION / FORFEITURE OF B.G. / S.D.**

1)	Whether your Firm/Company is blacklisted by our Company or any other Public Sector /
	Govt. / Quasi-Govt Organization / any other client:

Yes / No.

2) Whether your contract was terminated before expiry of contract period or Security Deposit / E.M.D forfeited by our Company or any other Public Sector/Govt./Quasi Govt Organization / Any other client:

Yes / No.

3) Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust:

Yes / No.

(Signature of the Tenderer & Seal)

SCHEDULE II

DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA
PERIOD: 01/06/2024 TO 31/05/2025
PUNE A.O – MAHARASHTRA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	KOLHAPUR	KOLHAPUR	350	810	
2	PUNE	PUNE	130	1111	
3	SANGLI	SANGLI	340	1017	
4	SATARA	SATARA	227	709	
5	SOLAPUR	SOLAPUR	381	1174	
6	RATNAGIRI	RATNAGIRI	299	20	
7	SINDHUDURGA	SINDHUDURGA	492	20	
8	RAIGAD	RAIGAD	75	25	
	TOTAL			4886	

## <u>SCHEDULE II</u> DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA

PERIOD: 01/06/2024 TO 31/05/2025 NASIK A.O - MAHARASHTRA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	AHMEDNAGAR	AHMEDNAGAR	232	2212	
2	DHULE	DHULE	321	297	
3	NANDURBAR	NANDURBAR	357	147	
4	JALGAON	JALGAON	411	449	
5	NASIK	NASIK	165	1317	
6	PALGHAR	PALGHAR	152	25	
	TOTAL			4447	

DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/08/2024 TO 31/05/2025

AKOLA A.O - MAHARASHTRA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	AKOLA	AKOLA	591	385	
2	AMRAVATI	AMRAVATI	686	112	
3	BHANDARA	BHANDARA	903	37	
4	BULDHANA	BULDANA	539	918	
5	CHANDRAPUR	CHANDRAPUR	897	69	
6	GONDIA	GONDIA	1003	20	
7	NAGPUR	NAGPUR	840	107	
8	WASHIM	WASHIM	549	236	
9	YAVATMAL	YAVATMAL	743	373	
10	WARDHA	WARDHA	786	87	
	TOTAL			2344	

SCHEDULE II

DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA
PERIOD: 01/06/2024 TO 31/05/2025
CHHATRAPATI SAMBHAJINAGAR (AURANGABAD) A.O – MAHARASHTRA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	CHHATRAPATI SAMBHAJINAGAF	CHHATRAPATI SAMBHAJINAGAR	333	925	
2	BEED	BEED	358	895	
3	HINGOLI	HINGOLI	555	276	
4	JALNA	JALNA	393	249	
5	LATUR	LATUR	445	574	
6	NANDED	NANDED	549	224	
7	DHARASHIV (OSMANABAD)	DHARASHIV (OSMANABAD)	383	713	
8	PARBHANI	PARBHANI	480	215	
	TOTAL			4071	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD : 01/06/2024 TO 31/05/2025

#### HUBLI A.O – KARNATAKA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	BAGALKOT	BAGALKOT	550	100	
2	BELGAUM	BELGAUM	460	100	
3	BIJAPUR	BIJAPUR	463	60	
4	GULBURGA	GULBURGA	535	20	
5	HAVERI	HAVERI	705	66	
6	DHARWAD	DHARAWAD	551	400	
7	GADAG	GADAG	600	25	
8	DAVANGERE	DAVANGERE	694	100	
9	RAICHUR	RAICHUR	671	27	
10	CHITRADURGA	CHITRADURGA	789	45	
11	CHAMARAJNAGAR	CHAMARAJNAGAR	1079	29	
12	CHIKMANGLUR	CHIKMANGLUR	839	20	
13	CHICKBALLAPUR	CHICKBALLAPUR	970	43	
14	HASSAN	HASSAN	898	29	
15	KOLAR	KOLAR	1015	20	
16	MYSORE	MYSORE	1017	20	
17	RAMANAGARAM	RAMANAGARAM	977	20	
18	TUMKUR	TUMKUR	893	20	
19	BELLARY	BELLARY	750	20	
20	BANGLORE URBAN	BANGLORE	1040	150	
21	BANGLORE RURAL	BANGLORE	960	50	
22	SHIMOGA	SHIMOGA	765	20	
23	VIJAYANAGAR	VIJAYANAGAR	958	20	
	TOTAL			1404	

# DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025 AHMEDABAD A.O – GUJARAT

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	AHMEDABAD	AHMEDABAD	590	500	
2	ANAND	ANAND	447	26	
3	BANASKANTHA	BANASKANTHA	710	150	
4	GANDHINAGAR	GANDHINAGAR	615	31	
5	KHEDA	KHEDA	463	20	
6	MAHESANA	MAHESANA	645	81	
7	PATAN	PATAN	658	39	
8	SABARKATHA	SABARKATHA	650	157	
9	AMRELI	AMRELI	865	64	
10	BHAVNAGAR	BHAVNAGAR	836	29	
11	JAMNAGAR	JAMNAGAR	790	415	
12	JUNAGADH	JUNAGADH	840	45	
13	KUTCH / BHUJ	KUTCH / BHUJ	880	20	
14	RAJKOT	RAJKOT	690	270	
15	SURENDRANAGAR	SURENDRANAGAR	690	64	
16	BARODA	BARODA	424	35	
17	BHARUCH	BHARUCH	366	75	
18	NARMADA	NARMADA	366	20	
19	NAVSARI	NAVSARI	456	30	
20	SURAT	SURAT	286	143	
21	TAPI (VYARA)	TAPI	360	22	
22	VALSAD	VALSAD	216	21	
23	ARVALLI	ARVALLI	854	64	
24	BOTAD	BOTAD	656	114	
25	CHHOTAUDAIPUR	CHHOTAUDAIPUR	500	20	
26	DEVBHUMI-DWARKA	DEVBHUMI-DWARKA	903	20	
27	GIR SOMNATH	GIR SOMNATH	905	20	
28	MORBI	MORBI	744	32	
	TOTAL			2527	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### MADHYA PRADESH

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	AGAR MALWA	AGAR MALWA	716	23	
2	BARWANI	BARWANI	456	20	
3	BHOPAL	BHOPAL	746	20	
4	BHURHANPUR	BHURHANPUR	468	31	
5	DEWAS	DEWAS	582	131	
6	DHAR	DHAR	523	40	
7	HARDA	HARDA	630	56	
8	HOSHANGABAD	HOSHANGABAD	778	30	
9	INDORE	INDORE	545	200	
10	KHANDWA	KHANDWA	524	64	
11	KHARGONE	KHARGONE	447	77	
12	MANDSAUR	MANDSAUR	745	20	
13	NEEMUCH	NEEMUCH	746	20	
14	RATLAM	RATLAM	613	148	
15	SEHORE	SEHORE	613	20	
16	SHAJAPUR	SHAJAPUR	681	28	
17	UJJAIN	UJJAIN	600	137	
18	RAISEN	RAISEN	830	20	
19	BETUL	BETUL	770	39	
20	VIDISHA	VIDISHA	830	20	
21	ASHOKNAGAR	ASHOKNAGAR	907	20	
22	SEONI	SEONI	903	20	
	TOTAL			1184	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### **PUNJAB & HARYANA**

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	JALANDHAR	JALANDHAR	1598	60	
2	LUDHIANA	LUDHIANA	1543	60	
3	SIRSA	SIRSA	1445	60	
4	HISAR	HISAR	1422	60	
	TOTAL			240	

### DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### **UTTAR PRADESH**

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	AGRA	AGRA	1349	60	
	TOTAL			60	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD : 01/06/2024 TO 31/05/2025

#### ANDHRA PRADESH

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	ANANTAPUR	ANANTAPUR	869	100	
	TOTAL			100	

### DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

TELANGANA

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	HYDERABAD	HYDERABAD	694	50	
2	RANGAREDDY	RANGAREDDY	709	100	
	TOTAL			150	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### TAMIL NADU

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	COIMBATORE	COIMBATORE	1331	60	
	TOTAL			60	

## DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### **RAJASTHAN**

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	BASSI	JAIPUR	1189	60	
2	HANUMANGARH	HANUMANGARH	1467	60	
	TOTAL			120	

DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM TALOJA PERIOD: 01/06/2024 TO 31/05/2025

#### CHHATTISGARH

SR.	DESTINATION	DISTRICT	DISTANCE (KMS)	ESTD QTY IN MT	RATE PER MT (RS)
1	RAIPUR	RAIPUR	1132	40	
	TOTAL			40	