

SMARTCHEM TECHNOLOGIES LIMITED

100% subsidiary of Deepak Fertilisers And Petrochemicals Corporation Limited Corp. Office - Sai Hira, Survey No. 93, Mundhwa, Pune 411036. Maharashtra, India. Phone No.020 - 66458200

TENDER REF:	BENSULF - TPT / PANIPAT / 2019 – 20 / PUNE
DATE:	14/06/2019

Subject: Transport Contract for Bensulf Movement.

We invite quotations for transportation of Bensulf, bagged in 5 / 10 / 25 / 50 Kgs / any other packing size, during the period *July 2019 to June 2020,* from our plant at Panipat to various destinations in the States of Uttar Pradesh, Punjab, Haryana and Rajasthan. As per Management directive, other States may be added later.

The Tender Form consisting of all details like destinations, quantities, terms & conditions, are enclosed herewith. If the business is of interest to you, you may submit your sealed bids so as to reach the undersigned at the above mentioned address of *Pune Corp. Office latest by 20th June 2019 before 5:00 P.M.* Quotations received thereafter shall not be considered.

Short listed transporters will be informed to participate in the Online Bidding / Reverse Auction (RA) event which will be tentatively planned in the *Last Week of June' 2019*. The event date will be confirmed subsequently.

In case of any queries you may contact to undersigned.

Thanking You,

For & on behalf of SMARTCHEM TECHNOLOGIES LIMITED

PRASHANT KUMAR

Asst. Gen. Manager - Commercial & Supply Chain

Encl.: a/a

SMARTCHEM TECHNOLOGIES LIMITED (STL)

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

Tel.: 020 6645 8200 Mobile no. 8805305840



TENDER REF: BENSULF-TPT / PANIPAT / 2019 - 20 /PUNE

TRANSPORT CONTRACT FOR

BENSULF MOVEMENT FROM PANIPAT UNIT

01st July 2019 TO 30th June 2020

Ref:	Date:
Sr. Gen. Manager - Commercial Smartchem Technologies Limited, Sai Hira, Survey No. 93, Mundhwa, Pune 411036.	
Dear Sir,	
Sub: Tender for a	appointment of Contractor for Bensulf movement.
I / We hereby submit Schedule of R	ates (Schedule – II) filled in and sealed.
	erms and conditions given in the Tender Schedule – I and agree to s. I/We fully understand that these will form an integral part of the
D.D. No./Pay Order No	. dated for Rs (for Rupees payable at towards Earnest Money Deposit
Thanking you,	
Yours faithfully,	
(Signature of the Tenderer) Affix Rubber Stamp	
STATUS – (Capacity in which signa	tory is signing)
Encl: 1. SCHEDULE I & EMD -	GENERAL TERMS AND CONDITIONS duly stamped, signed by Tenderer at each page (1 set) and sealed in envelope. EMD
2. SCHEDULE II -	SCHEDULE OF RATES duly filled in stamped, signed by Tenderer on each page and sealed in envelope (2 sets)
3. SCHEDULE III -	Payment terms opted for to be confirmed duly stamped and signed by Tenderer.
4. List of pre-qualification do	cuments/information attached.

SMARTCHEM TECHNOLOGIES LIMITED

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 BENSULF-TPT / PANIPAT / 2019 - 20 / PUNE and should contain –

Demand Draft/Pay Order in favour of Smartchem Technologies Limited, payable at Pune for Rs. 50,000/- Only Demand Draft / Pay Order will be accepted. The Earnest Money Deposit (EMD) furnished by bidders will be exclusively for this Tender and not carry any interest.

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

- ♦ 'Commercial Terms' should contain the following:
 - (i) Schedule–I confirming acceptance of all the terms and conditions as stipulated therein;
 - (ii) Pre-qualification documents / information.
 - a) Letter of authority from Tenderer.
 - b) General Information(in the proforma, prescribed by the Company)
 - c) Infrastructure / Resource (in the proforma, prescribed by the Company)
 - d) Certified copies of RC books of owned vehicles, if any.
 - e) Experience for last three years (in the proforma, prescribed by the Company)
 - f) Details of blacklisting / disqualification / forfeiture of B.G. / S.D. (in the proforma, prescribed by the Company)
 - g) Latest Income-Tax clearance certificate along with Income Tax returns for last three years.
 - h) Certified copy of registered Partnership deed / Memorandum of Association/Articles of Association/ by-laws as applicable.
 - i) Balance Sheet for last three years.
 - j) Copy of PAN registration, Service Tax registration.
 - k) Registration number in case registered under Micro, Small and Medium Enterprises.
 - I) Details for payment through RTGS.

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

Envelope No. 2 : To be superscribed " Tender for BENSULF Transport Contract"

and should contain Schedule – II and III duly filled in, stamped and

signed by Tenderer on each page.

Both the above envelopes should be submitted in one cover (Envelope No.3) and be superscribed - "Tender Ref. BENSULF - TPT / PANIPAT / 2019 - 20 / 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. Envelope No. 1 will be opened first and it will be verified that the bidder 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 pre-qualification documents / info 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 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 bidder, the Company may in its discretion invite fresh bids from the remaining tenderers or annul 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 01 July 2019 to 30 June 2020 for all the destinations mentioned in Schedule II. 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. However the Tenderer should ensure that rates quoted should cover each and every destination mentioned under that particular Area / State in Schedule II. The Tender is liable to be rejected for failing to adhere to this condition.

- 3.05 The Taluka / District wise rates quoted shall be applicable to all destinations within that particular Destination / Taluka / District as the case may be irrespective of any distance variances.
- 3.06 The rates quoted in the Tender are to hold good for a minimum period of 45 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.
- 3.07 No Tenderer can withdraw his Tender or revoke or revise the rates within the aforesaid period of 45 days but under no circumstances after the granting of the Tender.
- 3.08 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 authorised to do so by means of legally valid documents which, or a duly certified copy of the same, shall be attached with the Tender.

3.09 Service of Notice of Contract:

The Contractor shall furnish the name, designation and address of his authorised agent and all communications, notices, complaints 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.

4.0 VALIDITY OF TENDERS

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

- i) To reject any or all Tenders
- ii) To reject the Tender on the basis of unsatisfactory performance of the Tenderer in previous Transport Contracts with the Company.
- iii) Out of firms having one or more common partners/proprietors, offer of only one firm will be valid at sole discretion of Company.
- iv) 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.
- v) To split up work amongst two or more Tenderers.
- vi) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- 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 be appropriately identified and supported by a separate letter.

SCHEDULE - I

SMARTCHEM TECHNOLOGIES LIMITED

SAI HIRA, SURVEY NO. 93, MUNDHWA PUNE - 411036

GENERAL TERMS AND CONDITIONS OF CONTRACT / TENDER

1.0 **DEFINITION**

- 1.1. "Company" shall mean "Smartchem Technologies Limited", having its Corporate 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 Bensulf movement of the Company.
- 1.5. "Bensulf" shall mean "Sulphur (Granular)" as defined under Fertiliser (Control) Order, 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 Panipat.
- 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. "Panipat" shall mean our Company's works at Panipat.

2.0 **SCOPE**

Smartchem Technologies Limited (STL) invites sealed quotations for Transportation of Bensulf in bags of 5 / 10 / 25 / 50 Kgs or any other packing size from its factory at Panipat to various destinations in the **States of Uttar Pradesh**, **Punjab**, **Rajasthan**, **and Haryana**.

The quantities and destinations indicated in Schedule II are as per 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 despatch would be furnished to you from time to time for enabling you to plan the despatches.

3.0 **RESPONSIBILITY**

The Contractor shall ensure that the material entrusted to Contractor is delivered in full **without Transhipment** at destinations without any damage either to the material or to the packing and **within maximum 5 days** from the date of lifting from Panipat.

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.

4.02 Shortage

In case of shortage of Bensulf enroute, 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.

4.03 Cut & Torn Bags

In case of cut and torn bags, **Rs. 30/- per bag** shall be deducted from the bills as damages in addition to the cost of the material.

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 **5 days** from the date of despatch. The acknowledgment for the receipt of goods from the Consignee shall be sent back to Company within maximum **30 days** from date of despatch 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.

5.01 **SPLIT DELIVERY**: Relaxation in delivery period of maximum **1 day** will be given in case of split delivery enroute to final destination.

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 3 months from **01.07.2019 to 30.06.2020**. However, STL 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. 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

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 Panipat as on the last date of Tender submission of 20.06.2019.

The formula for escalation / de - escalation will be:

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 Panipat.

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. 5.00 lacs, whichever is lower, in the form of valid Bank Guarantee (BG) issued by any Nationalized / Scheduled Bank of India, as stated in the proforma prescribed by the Company. The BG should be valid for a period of 06 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 of Security Deposit is in form of Bank Guarantee, the Contractor shall extend the same. On reconciliation of the running contract, the Contractor shall comply with 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 his pending 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 30 (Thirty) day's 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 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.

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 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.

- 12.01 The Contractor will have to supply the number of trucks **within maximum 2 days**, as per schedule intimated by Company's Job Controller from time to time. In case of failure to supply the number of trucks as stipulated above, the penalty at the rate of Rs.1000.00 per day per truck will be imposed on the Contractor as per clause No.17 (d).
- 12.02 The Contractor will have to transport Bensulf without Transhipment failing which a penalty of Rs. 700.00 (Rupees Seven Hundred only) per truck will be imposed. Only in case of Accident the penalty will be waived on submission of sufficient proof i.e. F.I.R. lodged etc., with the approval of the Job Controller.
- 12.03 No detention charges for trucks at Panipat works will be payable up to maximum 24 hours from the reporting time. Contractors are advised to place maximum number of trucks before 09:00 AM to facilitate expeditious loading. The trucks reporting at works after 03:00 PM, may not get loaded on the same day. However if the trucks are detained at our Panipat works beyond 24 hours, a detention charge @ Rs. 200/Truck per 24 hours or part thereof will be paid to the Contractors. For Calculation of the detention period of trucks reporting late after 03:00 PM, the period of 24 hours will be taken from 7.00 AM on the following day only. No detention charges at any destination shall be payable.
- 12.04 No unloading charges at destination will be entertained.
- 12.05 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, byelaws, 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 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 its 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.

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 non-compliance.

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 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 on account of the Contractor or its drivers / employees negligence or for non-compliance 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 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.

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 / DELAY IN THE COMPLETION OF WORK.</u>

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, and
- d) In case the Contractor fails to provide trucks within the stipulated period of 2 days, penalty
 @ Rs.1000.00 per day per truck will be levied from the 3rd day onwards till such time the material is lifted by the Contractor or <u>any other party.</u>
- e) Get the work done through any other party at the risk and cost to the Contractor after 2 days.
- f) All penalty deduction will be at the discretion of Job Controller.

18.0 **LOSS IN TRANSIT**

If in transit the Material is lost or damaged due to the accident or any other reasons 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.

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, Subsection (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 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. However, the Octroi duty paid, wherever applicable in respect of Bensulf despatched on Company's Account to Central Warehousing Corporation and the Godowns hired by the Company shall be reimbursed on production of original receipts.

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 If the Contractor should:-

- (i) become bankrupt or insolvent, or
- (ii) make arrangement with or assignment in favour of the creditors or agree to carryout 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 12.0 of Schedule I, 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 programme of work, the Company will have the right to adhere to clause 25.02

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 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 Mumbai (India) 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 within 30 days from the submission of the bill along with necessary acknowledgement of despatch document. Alternatively payment may be made within 37 days from date of submission of bills through RTGS with transaction fee of Rs. 50 / Transaction. Payment will be made as per the option confirmed by the Contractor at Schedule – III.

The bill must be submitted, complete in all respects within 30 days from the date of delivery challan. In case of delay in submission of bills (complete in all respects), the Contractor shall have to pay the penalty to the Company at the rate of Rs.500/- (Rupees Five hundred only) per week or part thereof for each truckload from the expiry of 30 days from the date of delivery challan. If the bills (complete in all respects) are not submitted by 90th day from the date of delivery challan, the value of the material calculated at rates fixed by the Company from time to time, will be with-held from Security Deposit/Bills pending and if the bill (complete in all respects) is not submitted by 90 days from the date of expiry of Contract, the material will be treated as loss in transit and the value of material at rates fixed by the Company from time to time, will be deducted from pending bills/security deposit along with penalty accrued. But if such amount shall exceed the amount of the Security Deposit and/or pending bills, then the Contractor shall, upon demand, pay to the Company the amount so recoverable and it shall be deemed a debt by the Contractor to the Company and shall be recoverable accordingly.

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 Panipat 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 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, 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 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.

------ X -------

SCHEDULE – II OFFER

Ref:	Date:

Sr. Gen. Manager - Commercial Smartchem Technologies 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 Panipat factory.
- 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 warai 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 vou.
- 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) As and when we are not in a position to supply the required number of trucks, penalty at the rate of Rs.1000/- per day per truck will be levied from the 3rd day onwards and the same shall be payable by me/us
- 8) 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 Bensulf despatched on STL account to the godowns hired by STLshall be reimbursed by STL on production of original receipts.

- 9) I/We agree to provide Security Deposit as per clause no. 9 of schedule-I, by way of Demand Draft. Alternatively, I/We agree to furnish Bank Guarantee of equal amount.
- 10)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 Company's cost.
- 11) In case of non-fulfillment of Contract terms and conditions, I/We agree to the forfeiture of Security Deposit by the Company.
- 12) I/We hereby agree that the rates quoted and accepted by us will remain firm through the Contract period i.e. from **01.07.2019 to 30.06.2020** and also for the extension period if the Contract period is extended.
- 13) 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 TRANSPORT

(Rs 100/- Non Judicial Valid Stamp Paper)

THIS AGREEMENT is made at Pune Between Smartchem Technologies Limited, having its Corporate Office at Sai Hira, S. No.93, Mundhwa Pune – 411 036, hereinafter called as "Company" of the ONE PART

And	M/s															
(here	einafter	called	the	'Co	ntra	acto	or')	0	f c	oth	ne	r r	26	art	:.	

And whereas the Smartchem Technologies Limited, has invited tenders on for transporting Bensulf from its plant located at Panipat, 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..... & will continue till the validity date as per Service Order or its termination during course of Contract.
- 2) Quotation offer letter datedand Contract contained therewith along with Service Order No...... dated will form the part of the agreement.
- 4) The Contractor agrees to supply on demand as many trucks per day as requisitioned within the framework of Service Order No. dt.
- 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 despatch date. Penalty for delayed delivery beyond the specified time limit as above will entail the penalty as per clause 4.02. Transhipment of material enroute 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, cost of bags, cost of rebagging 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 fortnightly basis and not later than 30 days from the date of dispatch from the plant. Penalty for non-submission of acknowledgement / bills beyond this period will be Rs.500/- per truck per week or part of week.
- 11) The Contractor shall be paid at the rates mentioned as per Service Order No. _____ dated _____
- 12) Transport 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.
- 14) The agreement shall be effective from and shall remain valid upto The Contractor has to deposit Rs..... towards Security Deposit which shall be refunded on termination of the Contract and submission of No Dues Certificate from the Company. No interest is payable on such deposits.
- 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.

The parties shall be governed by the Arbitration and Conciliation Act 1996 and the venue of the arbitration shall be at Pune.

21) IN WITNESS THEREOF, the parties have he and year first above written.	reto set their hands and seal the day, Month
1	2
Date:/	Date:/
WITNESSES	
1	2
Date:/	Date:/

BANK GUARANTEE BOND

(To be submitted from Nationalised/Scheduled Bank)

199 ST hav or cor Pu Co sai	consideration of Smartchem Technologies Limited, Company registered under the Companies Act, 56, having its Corporate office at Sai Hira, S.No. 93, Mundhwa, Pune - 411 036, (hereinafter called L which expression unless repugnant to the context includes successor in interest or assigns) ving agreed to exempt M/s (whether Proprietorship or Partnership firm Company) (hereinafter called the said Contractor/s) which expression unless repugnant to the ntext includes successor in interest or assigns from the demand under the terms and conditions of rchase Order No dated issued by STL in regard to Transportation of Bensulf, on the intractor (Hereinafter called 'the said Order') of the Security Deposit for the due fulfillment by the did Contractor of the terms and conditions contained in the said order, on production of Bank larantee for Rs (Rupees).
1.	We Bank, (Hereinafter referred to as 'the Bank') do hereby undertake to pay the STL an amount not exceeding Rs (Rupees) against any loss or damage caused to or suffered by the STL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement. The Bank hereby agrees to address all correspondence in regard to the Bank Guarantee to The Senior General Manager / Vice President - Finance & Accounts), Smartchem Technologies Limited, Sai Hira, S.No.93, Mundhwa Pune – 411 036
2.	We Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the STL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by STL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said order or by reason of the Contractor(s), failure to perform the said order. The decision of STL with regards to sums of money, losses, damages, costs, charges and expenses that may become due from or payable to it by the Contractor shall be final and binding on us. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees)
3.	We Bank undertake to pay to the STL any money so demanded within 24 hours notwithstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making, such payment.
4.	We Bank, further agree to the guarantee herein shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the STL under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till, certifies that the terms and conditions of the said order have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantees. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

5.	We Bank, further agree with STL that STL 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 Agreement or to extend time of performance by the Contractor(s) from time to time any of the powers exercisable by STL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Order and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the STL or any indulgence by the STL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6.	Our liability under this guarantee is restricted to Rs (Rupees) and shall remain in full force up to unless a demand or claim under this guarantee is made on us in writing within 3 months from the date of expiry viz we shall be discharged from all liabilities under the guarantee hereafter.
7.	This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
8.	We Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the STL in writing .
	Dated the day of 2019.

GENERAL INFORMATION:

Office Telephone No. :
Office Fax No. :
Year of Establishment :
Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd./ Pub Ltd. Co./Co-operative
Name, Address of Partner / Directors. :
Name of contact person :
Telephone no. of contact person: Office
Residence
Mobile
Name & Designation of Authorised Signatory :
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 conce

INFRASTRUCTURE / HUMAN RESOURCE:

2.	Total number of persons employed : No. of branch offices :	
	Fax No. etc.)	
3.	No. of trucks owned :	(details)
4.	No. of trucks attached /through syndicates	,
5.	No. of trucks engaged in Fertiliser, Cement	r, Food-grains, or similar products.

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 Lacs.

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

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 Organisation / 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 Organisation / 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.**

SCHEDULE II DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM PANIPAT PERIOD: 01/07/2019 TO 30/06/2020 BAREILY - UTTAR PRADESH

SR.	STATE / CLUSTER	LOCATION	ESTD QTY IN (MT)	DISTANCE (KMS)	RATE PER MT (RS)
1	Bareily	Amroha	69	212	
2	Bareily	Aonla	56	300	
3	Bareily	Bahedi	65	365	
4	Bareily	Bazpur	52	320	
5	Bareily	Behat	25	150	
6	Bareily	Bijnor	85	156	
7	Bareily	Bilari	81	250	
8	Bareily	Bilsi	31	300	
9	Bareily	Bisalpur	66	370	
10	Bareily	Bisouli	56	300	
11	Bareily	Budaun	41	320	
12	Bareily	Budhana	15	58	
13	Bareily	Chandousi	117	260	
14	Bareily	Dataganj	35	341	
15	Bareily	Dhampur	50	195	
16	Bareily	Faridpur	36	145	
17	Bareily	Gadarpur	62	270	
18	Bareily	Hasanpur	55	170	
19	Bareily	Jalalbad	44	65	
20	Bareily	Jansath	70	110	
21	Bareily	Kanth	47	195	
22	Bareily	Kashipur	17	150	
23	Bareily	Khatauli	15	102	
24	Bareily	Khatima	30	355	
25	Bareily	Kichha	37	300	
26	Bareily	Meerganj	17	280	
27	Bareily	Moradabad	67	216	
28	Bareily	Muzaffarnagar	65	80	
29	Bareily	Navavganj	35	110	
30	Bareily	Pilibhit	52	351	
31	Bareily	Pooranpur	38	380	
32	Bareily	Puwaya	29	400	
33	Bareily	Sahranpur	35	105	
34	Bareily	Sahswan	29	270	
35	Bareily	Sambhal	145	216	
36	Bareily	Shahjanpur	90	400	
37	Bareily	Sitarganj	30	350	
38	Bareily	Tahkurdwara	34	220	
39	Bareily	Tilhar	48	370	
	TOTAL		1971		

Note: Please ensure that rates quoted should cover each and every destination mentioned above for Bareily U.P. Area. The Tender is liable to be rejected for failing to adhere to this condition.

SCHEDULE II
DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM PANIPAT
PERIOD: 01/07/2019 TO 30/06/2020
UTTAR PRADESH

SR.	STATE / CLUSTER	LOCATION	ESTD QTY IN (MT)	DISTANCE (KMS)	RATE PER MT (RS)
1	Uttar Pradesh	Agra	200	268	
2	Uttar Pradesh	Aligarh	200	197	
3	Uttar Pradesh	Attrauli	50	246	
4	Uttar Pradesh	Auriya	50	498	
5	Uttar Pradesh	Baraut	50	38	
6	Uttar Pradesh	Chhara	50	246	
7	Uttar Pradesh	Ekdil	25	387	
8	Uttar Pradesh	Etah	100	285	
9	Uttar Pradesh	Farrukhabad	200	409	
10	Uttar Pradesh	Fatehabad	50	169	
11	Uttar Pradesh	Gola	25	449	
12	Uttar Pradesh	Hapur	25	111	
13	Uttar Pradesh	Hardoi	50	446	
14	Uttar Pradesh	Hathras	50	259	
15	Uttar Pradesh	Kannauj	25	518	
16	Uttar Pradesh	Kanpur Dehat	25	492	
17	Uttar Pradesh	Kanpur Nagar	25	585	
18	Uttar Pradesh	Karahal	25	422	
19	Uttar Pradesh	Kasganj	25	256	
20	Uttar Pradesh	Kheri	25	128	
21	Uttar Pradesh	Khurja	25	229	
22	Uttar Pradesh	Kithor	25	125	
23	Uttar Pradesh	Kosikalan	25	230	
24	Uttar Pradesh	Makhanpur	25	307	
25	Uttar Pradesh	Mathura	25	266	
26	Uttar Pradesh	Meerut	850	78	
27	Uttar Pradesh	Mohamdabad	25	161	
28	Uttar Pradesh	Sahadabad	50	106	
29	Uttar Pradesh	Shikohabad	50	372	
30	Uttar Pradesh	Sikandrabad	50	113	
31	Uttar Pradesh	Sirsaganj	25	397	
32	Uttar Pradesh	Tundla	50	275	
			2500		

Note: Please ensure that rates quoted should cover each and every destination mentioned above for U.P. Area. The Tender is liable to be rejected for failing to adhere to this condition.

SCHEDULE II DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM PANIPAT PERIOD: 01/07/2019 TO 30/06/2020 HARYANA

SR.	STATE / CLUSTER	LOCATION	ESTD QTY IN (MT)	DISTANCE (KMS)	RATE PER MT (RS) For 15 MT and above	RATE PER MT (RS) For less than 15 MT
1	Haryana	Adampur	100	155		
2	Haryana	Atteli	200	205		
3	Haryana	Babain	50	85		
4	Haryana	Bhatu	40	140		
5	Haryana	Bhiwani	100	155		
6	Haryana	Charkhi dadri	100	130		
7	Haryana	Dawali	30	260		
8	Haryana	Ding Mandi	100	200		
9	Haryana	Fatehabad	75	169		
10	Haryana	Hisar	50	148		
11	Haryana	Isharwal	200	170		
12	Haryana	Jhajjar	25	120		
13	Haryana	Julana	20	78		
14	Haryana	Karnal	20	35		
15	Haryana	Keorak	30	100		
16	Haryana	Ladwa	25	75		
17	Haryana	Narayangarh	20	140		
18	Haryana	Palwal	50	155		
19	Haryana	Ratiya	45	160		
20	Haryana	Rewari	50	172		
21	Haryana	Rohatak	200	80		
22	Haryana	Sirsa	200	211		
23	Haryana	Sonipat	25	45		
24	Haryana	Taraori	30	60		
25	Haryana	Ugala	20	101		
26	Haryana	Uklana	20	125		
27	Haryana	Yamunanagar	125	100		
	TOTAL		1950			

Note:

Please ensure that rates quoted should cover each and every destination mentioned above for Haryana Area. The Tender is liable to be rejected for failing to adhere to this condition.

SCHEDULE II DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM PANIPAT PERIOD: 01/07/2019 TO 30/06/2020 PUNJAB

SR.	STATE / CLUSTER	LOCATION	ESTD QTY IN (MT)	DISTANCE (KMS)	RATE PER MT (RS)
1	Punjab	Abohar	100	329	
2	Punjab	Adda Tashpur	30	400	
3 4	Punjab Punjab	Ahmedgarh Ajnala	100 25	227 394	
5	Punjab	Amargarh	15	196	
6	Punjab	Amritsar	150	367	
7	Punjab	Balachaur	15	219	
8	Punjab	Banga	25	250	
9	Punjab	Barnala	125	334	
10	Punjab	Batala	125	362	
11 12	Punjab Punjab	Bathinda Bhikhiwind	50 15	265 365	
13	Punjab	Chabal	15	382	
14	Punjab	Chamkaur Sahib	50	203	
15	Punjab	Dhuri	50	207	
16	Punjab	Faridkot	25	355	
17	Punjab	Fazilka	25	361	
18	Punjab	Ferozepur	35	348	
19 20	Punjab	Gidderbaha Gumjal	25 25	299 358	
21	Punjab Punjab	Gurijai Gurdaspur	50	381	
22	Punjab	Gurhar Sahai	15	345	
23	Punjab	Hoshairpur	50	302	
24	Punjab	Jagraon	50	266	
25	Punjab	Jaito	20	276	
26	Punjab	Jalalabad	15	348	
27	Punjab	Jalandhar	150	287	
28 29	Punjab Punjab	Kapurthala Khanna	45 100	316 186	
30	Punjab	Kharar	75	177	
31	Punjab	Kotkapura	40	317	
32	Punjab	Lambra	15	295	
33	Punjab	Langroya	15	232	
34	Punjab	Ludhiana	300	225	
35	Punjab	Makhu	15	313	
36 37	Punjab	Malerkotla Malout	120	228 300	
38	Punjab Punjab	Mansa	25 25	245	
39	Punjab	Maur Mandi	15	225	
40	Punjab	Moga	25	294	
41	Punjab	Mohali	15	162	
42	Punjab	Morinda	25	198	
43	Punjab	Muktsar	50	332	
44 45	Punjab Punjab	Nabha Nakodar	75 25	207 274	
46	Punjab	Naushera Pannu	75	343	
47	Punjab	Nawashahr	15	237	
48	Punjab	Nihalsingh Wala	25	274	
49	Punjab	Pathankot	15	397	
50	Punjab	Patiala	25	153	
51	Punjab	Phagwara	25	265	
52 53	Punjab Punjab	Phillour Rajpur Bhaiya	15 15	244 292	
54	Punjab	Rajpur Briaiya Rajpura	50	142	
55	Punjab	Raman Mandi	15	144	
56	Punjab	Rampura Phul	100	260	
57	Punjab	Rupnagar	15	194	
58	Punjab	Samana	25	133	
59	Punjab	Sangrur	25	203	
60	Punjab	Sardulgarh	25	203	
61 62	Punjab Punjab	Shahkot Sultanpur Lodhi	25 15	293 314	
63	Punjab	Sunam	200	200	
64	Punjab	Talwandi Sabo	15	245	
65	Punjab	Тара	15	222	
66	Punjab	Tarntaran	25	349	
67	Punjab	Zira	15	302	
68	Punjab	Zirakpur	15	150	
			3170		

Please ensure that rates quoted should cover each and every destination mentioned above for Punjab Area. The Tender is liable to be rejected for failing to adhere to this condition.

Note:

SCHEDULE II DESTINATION WISE TRANSPORTATION OF BENSULF BY ROAD FROM PANIPAT PERIOD: 01/07/2019 TO 30/06/2020 RAJASTHAN

SR.	STATE / CLUSTER	LOCATION	ESTD QTY IN (MT)	DISTANCE (KMS)	RATE PER MT (RS)
1	Rajasthan	Antah	25	671	
2	Rajasthan	Anupgarh	25	490	
3	Rajasthan	Baran	25	599	
4	Rajasthan	Bhadra	15	236	
5	Rajasthan	Bikaner	50	465	
6	Rajasthan	Bundi(talera)	25	626	
7	Rajasthan	Chhabra	20	743	
8	Rajasthan	Chomu	20	383	
9	Rajasthan	Ganganagar	75	382	
10	Rajasthan	Gharsana	15	492	
11	Rajasthan	Gudha Malani	15	789	
12	Rajasthan	Hanumangarh	50	348	
13	Rajasthan	Hindoli	15	541	
14	Rajasthan	Indragarh	15	338	
15	Rajasthan	Karanpur	15	386	
16	Rajasthan	Keshoraipatan	25	625	
17	Rajasthan	Khanpur	15	166	
18	Rajasthan	Lalsot	15	387	
19	Rajasthan	Lunkaransar	15	450	
20	Rajasthan	Mandalgarh	15	553	
21	Rajasthan	Nainwa	15	519	
22	Rajasthan	Nohar	15	276	
23	Rajasthan	Nokha	20	496	
24	Rajasthan	Padampur	25	425	
25	Rajasthan	Phalodi	15	504	
26	Rajasthan	Pilibanga	15	359	
27	Rajasthan	Raisinghnagar	15	429	
28	Rajasthan	Rawatsar	15	316	
29	Rajasthan	Sadulshahar	15	367	
30	Rajasthan	Sanchore	20	928	
31	Rajasthan	Sangaria	75	311	
32	Rajasthan	Sardarshahar	15	300	
33	Rajasthan	Shahpura	20	565	
34	Rajasthan	Suratgarh	15	372	
35	Rajasthan	Vijainagar	25	429	
	TOTAL		810		

Note: Please ensure that rates quoted should cover each and every destination mentioned above for Rajasthan Area. The Tender is liable to be rejected for failing to adhere to this condition.