

Ref: TSIL/TENDER/WATER TRANSPORT/ Date:.18/12/2017

Tender Form for Transportation of Raw Water from various destinations to our works at Atladra & D M Water from GIPCL to our Ekalbara site for the year 2018

Transpek-Silox Industry Private Limited having it's registered office at Kalali road, Atladara, Vadodara-390012 wishes to enter into a Rate Contract for transportation of Raw Water from various destinations to our works at Atladra as per the details enclosed in the annexure. Interested parties may fill in the enclosed Tender Form alongwith acceptance of terms & conditions attached herewith and submit the same in a "SEALED ENVELOPE" along with DD for Rs. 1000/- in favour of Transpek-Silox Industry Limited payable at Vadodara to:

The Senior Vice President (Materials, Administration & Corporate Support Services)

Transpek-Silox Industry Private Limited, Kalali Road, Atladara, Vadodara - 390012

Phone: 2680401 - 5

Fax: 2680407, 2680102

LAST DATE OF RECEIPT FOR BIDS : 25.12.2017



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Raw water from various destinations to our Atladra site
 D M Water from G I P C L, Nandesari to our Ekalbara site

Bid for Transportation of :

Name of the firm

Authorised Signatory

| Address | : | |
|--|-----------------------------|-------------------------|
| Phone No. | : | |
| Fax No. | | |
| Email | • | |
| List of the branches alongwith details | : | |
| | | |
| R.T.O. Certificate confirming ownership o | of Tankers: | |
| Number of Tankers owned : | : | |
| Partnership deed/proprietor or Limited Co | o.'s Certificate : | |
| | | |
| Copy of Registration certificate for payme | ent of service tax: | |
| We have gone through the terms and contain have been quoted accordingly. | onditions provided with the | e tender form and rates |
| | | |
| | | |

Seal of the Firm.

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TERMS & CONDITIONS

SCOPE & QUANTUM OF WORK

Transportation of Raw Water from various destinations to our works at Atladra as per the following specifications. Approx. Quantity 9, 00,000 Litters per Day.

TERMS AND CONDITIONS

- (1) The tankers used for transportation shall be suitable for transportation of Raw Water. Please provide certificate for date of manufacturing.
- (2) The tankers placed by the contractor shall be conforming to the **Central Motor Vehicle Rules 2000**, section 129 to 137 (the highlights are enclosed herewith). Overloading of tankers shall be sole responsibility of transporter. TSIPL shall not be responsible for any violation of Statutory regulations by transporter.
- (3) The contract shall be for a period of 12 months. However, at the desecration of the Company it can be extended up to 3 months or till the new contract awarded as it may be deem fit and necessary on the same terms & conditions.
- (4) Weighment / Measurement at our end shall be final and binding on the contractor. Jointly signed statement of supplier and transporter shall be attached with every bill indicating - DATE, NAME OF SUPPLIER, TANKER NO., QUANTITY (In terms of weight / volume), TIME OF FILLING THE TANKER & TIME OF REPORTING THE TANKER AT TSIL GATE.
- (5) Any Leakage found in the Tanker at 1st instance, Rs.1000/- will be deducted from the bill. At 2nd instance, Rs.5000/- will be deducted from the bill. If the same thing happens at 3rd instance, the contract will be terminated.
- (6) One bill for the supplies made for the month shall be prepared and forwarded to us within 15 days from the end of the month. This shall be payable at the end of 30 days from the end of the billing period. The payment will be made by a local cheque after deduction of taxes as applicable.
- (7) No detention charges shall be payable.
- (8) In case arrangement of transport is not made as per the Company's requirement and the Company is forced to make an alternative arrangement for transportation, the differential freight paid in such an event shall be debited to the account of the Contractor (except in case of break down of vehicle) and the same shall be recovered from the Contractor's payments.



- (9) The contractor shall have all necessary permits and licenses from the concerned statutory authorities to carry out the above job. The driver should also have a valid license and requisite experience to drive the vehicle(s).
- (10) The Contractor shall strictly adhere to delivery timing / schedule and safety norms as prescribed by the Company from time to time
- (11) In case of an accident, intimation to our Insurance Section and the Materials Department shall be given immediately giving all specific details required for claiming insurance. If our claim is rejected by the Insurance Company because of any default, which is attributable to you, the entire claim shall be debited to your account.
- (12) In consideration of contractor's doing, performing, fulfilling, keeping, carrying out discharging and handling all the work, services, obligations, responsibilities and liabilities as stated above in time and manner satisfactory to the company, the company shall pay to the contractor agreed rates.
- (13) The contractor shall guarantee good conduct on part of drivers/personnel deployed on the vehicle. Any misconduct on account of the above, the concerned shall be held liable. The Contractor shall ensure safe driving conditions and also driver's health conditions. In any event if the driver is found intoxicated, penalty of Rs. 5000/- shall be levied. If found intoxicated for the second time, contract will be terminated. Company's decision in this regard shall be final and binding to the contractor.
- (14) The Contractor shall protect the material during loading, transportation and unloading against rains, pilferage, or loss or damage by any other reason.
- (15) The contractor shall provide photo copy of RTO Registration Book confirming ownership of Vehicle alongwith insurance premium receipt
- (16) The contractor shall quote rates based on present price of diesel i.e. Rs. 41.92 per liter. Rates will not change for any reason except change in diesel price. However, TSIL shall increase/ decrease its Basic Freight Rate by 0.30% proportionately for every 1% change in diesel price In the event of a change in the diesel rate, No revision of transportation rates shall be allowed for diesel rate change of up to Rs.2/- (Rupees Two only). Diesel rate change above Rs.2/- shall be reviewed & shall be applicable as mutually agreed upon by both parties. The formula for any rate revision shall be based on the norm of diesel consumption for every 4 Km
- (17) Company reserves the right to accept / reject Bids without assigning reasons.
- (18) The rates offered shall remain firm & fixed during the validity of the contract. The rates are for cover the entire scope of work and services covered under this tender inclusive of all incidental charges. Freight rates are inclusive of all expenses like road tax, toll tax, insurance charges, permit expenses, statutory levies including



loading charges wherever applicable, etc. GST shall be extra .All payments made under this agreement are subject to tax deduction at source as per law.

- (19) The Contractor shall cover the workmen under the Workmen Compensation Policy. In case of any accident in the Company's premises, the Company shall not be financially liable in any manner
- (20) If contractor's vehicle is found violating any safety, health & environmental norms as lay down by company, vehicle shall be detained by company till a written explanation by contractor is given. In case of repeat incidence, the company reserves the right to terminate the contract without any notic period

(21) <u>Arbitration and Jurisdiction:</u>

All disputes that can not be settled by actual negotiation shall be referred to Arbitration under the Arbitration Act 1940 or any statutory modification or reenactment thereof in force at the time. The venue for such Arbitration shall be the registered office of the Company at Transpek-Silox Industry Limited, Kalali Road, Atladra, Vadodara.

- (22) All the cause of action relating to the above contract, if any, shall be deemed to have arisen within the jurisdiction of the court of Vadodara, Gujarat State.
- (23) Quantity of Supply The Contractor shall obtain consolidated receipt quantity cumulative on duly basis from utility dept.

 The system Generated receipt will be final. The contractor has to put bills according to system-generated data.
 - (24) The freight charges for transportation of Raw Water from various sources to the Company's works situated at Atladra, including loading charges, shall be as under:

| Sr. No. | Transportation of | | Rate |
|---------|-------------------------------------|----------|----------|
| | From | То | (Rs. Per |
| | | | KL/MT) |
| 1 | Raw Water from various sources in & | Atladra | |
| | around Vadodara. | | |
| 2 | D M Water from G I P C L | Ekalbara | |

(25) The rate is based on price of diesel as on 25.12.2017 i.e. Rs. --- Per Litre