

# **Tender for Transportation of goods of the company from Hosur (TN)**

**Dated: 18<sup>th</sup> July, 2020**

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## **Notice Inviting Tender: Hosur**

Date: 18<sup>th</sup> July, 2020

### **Sub: Tender for Transportation of goods of the company for Three Months from their Factory Locations of Hosur (TN)**

Considering the prevailing norms of social distancing, EIL has decided to discontinue with hard copy of documents for the time being..

Henceforth you are expected to sign and stamp on this pre bid document inclusive of EIL terms and condition, Bid rule, EMD clause etc. before you participate for our comprehensive bid process starting with RFQ. These signed documents will be considered as your consent and will be treated as final contract going onwards.

**This Tender Document and its every clause / condition / rule will remain unchanged for all the contract process of EIL which will be conducted in the FY2020-21 for Hosur.**

**You are required to sign and stamp on each page of this Tender document as a token of acceptance of its entire content. This will be valid for all the contract process EIL intends to carry out in the FY 2020-21 without any change.**

**However, diesel reference price for each contract tenure will be different and the same will be communicated in the RFQ round accordingly. Please do take note of change in diesel clause which is mentioned in the RFQ document.**

M/s Exide Industries Limited, (hereinafter called owner / company), invites eligible Transport Vendors to submit their bids for the above captioned WORK (mentioned in sub), in accordance with tender documents enclosed, and as per the following guidelines:

**1. Eligibility:** Transport Vendors fulfilling the following criterion are eligible for qualification

- i. Transporters with own trucks will be given preference in the selection process.**
- ii. Existence of office in Hosur / Bengaluru with adequate proof.**
- iii. Freight revenue during last financial year above Rs.10 Crores for transporters who are interested to participate on long distance lanes (more than 500 KM radius from origin point.)**
- iv. Freight revenue during last financial year above Rs.3 Crores for transporters who are interested to participate only on local lanes (less than 500 KM radius from origin point.)**
- iv. At least 3 years' experience in Transport business.**
- v. Past performance of existing vendors for EIL shall be key criteria for their eligibility.**
- vi. The Carrier to preferably have GSTN or Carrier Registration No. under GST and IBA Registration.**

**vii.** It is to be noted that the selected transporters need to adhere to the following conditions during the tenure of the contract.

- i. Transporters are instructed not to club any other consignments with EIL consignments in the same truckload. In case of a breach, strict penal action would be taken against the transporter.
- ii. Transporters need to specify the details of the movement of every consignment either through a digital platform or through telephonic communication on a regular basis to concerned EIL authorities.

## **2. Bidding Process:**

Submission of documents:

- i. To be submitted by the bidders within the stipulated date & time, in the respective details & **FORMS** specified hereinafter.
- ii. Bidders should bid for all destinations mentioned in the RFP. Any offer not covering all destinations, would be liable for rejection.
- iii. Bidders should bid for all the eligible lanes but may not be allotted all the lanes quoted for. The routes are being offered to the transporters on a non-exclusive basis and EIL has the right to appoint multiple transporters in the same route at their discretion and to cover business risk.
- iv. EIL may decide to conduct a final round of negotiation through an electronic reverse auction mode. In that case the technical qualified bidders will be informed (via E-mail) of the date of the event. It is to be noted that a prior training on the participation in the reverse auction will be imparted to the prospective bidders through an online mode. Bidders are requested to participate in the training program accordingly.
- v. **Term period of the contract: Shall be valid for Three Month's Period** (can be extended/short-closed as per EIL's discretion) from the Effective Date of Rate/Commercial Contract.

## **4. Submission Process:**

The Bids have to be submitted as per the below instructions.

To get Price-Bid excel sheet format, send a mail to [supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in) with subject as **Price Bid Format**. You will receive the excel sheet format in reply to that mail.

### **Documents to be submitted:**

- a) Duly filled Tender Form – **Pre-Qualification Bid** with Supporting Documents for fulfilling tender conditions
  - a. Vehicle ownership (if owned): RC book (at Max 5)
  - b. Financials: Audited accounts of last two years
  - c. GST number: GST certificate
  - d. Years of experience: self-certification
  - e. Bengaluru / Hosur surrounding office address – Copy of address proof.
- b) Filled Tender Form- **Price-Bid** (to be submitted in Excel sheet format and mailed to the secured mail id: [supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in) only.
- c) Signed & stamped copy **of the entire Term Sheet with all the annexures**
- d) Signed & stamped copy of the **E-bidding Terms & Conditions**

**e) EMD submission proof for EIL**

**Soft copy of All documents/ formats (digitally or manually signed and stamped) of above documents to be mandatorily sent in secured E-mail Id [supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in) only**, without sending any copy to any individual. Any Tender submitted through Fax / Telex / Telegram will not be accepted. EIL will not assume any responsibility for any delay, loss or non-receipt of Tender documents

For clarifications, if any, please contact:

**Mail Id:** [supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in)

**Telephone No. 9830768200 / 8334845557**

All the Offers submitted in response to this Notice Inviting Tender should be in accordance with the **Term Sheet**, attached herewith.

EIL reserves the right to accept or reject any or all of the bids received, at its absolute discretion, without assigning any reason whatsoever.

**i. Price-Bid**

The soft copy of the Price Bid (in excel file only) to be sent through e-mail at "[supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in)" without sending any copy to any individual.

- a. All commercial proceedings shall be carried out w.r.t soft copy of the Price Bid. In case of non-receipt of soft copy for whatsoever reason, hard copy shall be used.
- b. Depending on the Commercial Response w.r.t EIL's estimate, EIL shall decide whether to conduct Reverse Auction or not.
- c. In the event the bids received found unsatisfactory, EIL will have the discretion to pursue any other process deemed fit to finalise the contract.

**ii. Earnest Money Deposit (EMD)**

The Tender should be accompanied by an **Earnest Money Deposit (EMD)** of **Rs.5,00,000/- favouring Exide Industries Limited** in the form of NEFT. Bank detail has been mentioned in the **EMD Document**.

**5. Last Date and Time of submission of Bid & EMD, along with all supporting documents:** All the documents should reach us by **28<sup>th</sup> July, 2020 by 5:00 PM**. Soft copy of price bid needs to be submitted by **28<sup>th</sup> July, 2020 by 5:00 PM** to the designated secured mail-Id "[supplychain.offers@exide.co.in](mailto:supplychain.offers@exide.co.in)" without sending any copy to any individual.

**Transporters/Bidders wanting to seek clarification may contact the following:**

**Telephone No. 9830768200 / 8334845557**

## **5.Instructions to Bidders:**

### **i. Submission of tender:**

- a) TENDER must be submitted without making any additions, alterations, deletions, and as per details given in other clauses hereunder. All pages of the Tender Documents submitted are to be signed and stamped by the authorized signatory of the Bidder.
- b) Bidders are advised to submit technical proposals based strictly on the terms and conditions and specifications contained in the Term Sheet.
- c) Addenda / Corrigenda to this Tender Document, if issued, must be signed and submitted along with the Tender Document.
- d) If separate page(s) need to be attached to any section of this tender documents, each additional page must be numbered serially, bear the tender serial- no., date, authorized signature & seal. The original tender document must contain reference of such addition at appropriate place.
- e) All corrections must be attested by the person signing the tender.
- f) Technical Proposals / Information must not be qualified by vague/indefinite/conditional expressions such as "subject to immediate acceptance".
- g) The Tender Process should be strictly as per the instructions given in the Notice Inviting Tender.

### **ii. Receipt & opening of Tender:**

- a) The Tender must reach the specified address within the stipulated date and time as indicated in the Notice Inviting Tender.
- b) The Tender should be submitted strictly in accordance with the guidelines specified in the Notice Inviting Tender.
- c) Tenders not submitted in accordance with any of the above instructions will be rejected.

### **iii. Corrections & alterations:**

All correction(s) and alternation(s) in the entries of the Tender Papers shall be signed in full by the BIDDER with date. No erasure or over writing is permissible.

### **iv. Transfer of documents:**

Transfer of Tender Documents by one intending bidder to another is not permissible.

### **v. Right of owner to accept or reject the tender:**

The right to accept the Tender will rest with the OWNER. The OWNER reserves to itself the authority to reject any or all the Tenders received without assigning any reason

whatsoever. The whole WORK may be split up between more than one carriers or accepted in part (not entirely) if considered necessary.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect, and / or the prescribed conditions are not fulfilled, are liable to be rejected. The tenders containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with Tenders is strictly prohibited. The Tenders submitted by the Bidder who resort to canvassing will be liable to be rejected.

**vi. Time schedule:**

The successful Bidders shall be required to commence the WORK within Seven (7) days after awarding of the Contract.

**vii. Bidder's responsibility:**

The intending Bidders shall be deemed to have visited EIL Hosur factory locations and familiarized themselves thoroughly with the sites conditions before submitting the Tender. Non-familiarity with the sites conditions will not be considered a reason either for extra claims or for not carrying out the WORK in strict conformity to the Time schedule

**viii. Award of Contract:**

1. The acceptance of Tender will be intimated to the successful Bidders by EIL either by E-mail / Fax or by Letter or like means defined as LETTER OF ACCEPTANCE OF TENDER.
2. EIL will be the sole judge in the matter of award of CONTRACT and the decision of the OWNER shall be final and binding.
3. Verbal clarification and information given by the OWNER or its employee(s) or its representatives shall not be binding on the OWNER in any manner.
4. EIL reserves the right to use services of other transport solutions providers, e.g. e-mandi solutions providers, multi-modal transport operators etc. in any cluster at any point of the contract period.

**Important Information:**

- Tender Document contains the following for download:
  1. Term Sheet
  2. Tender Form – Pre-Qualification Bid
  3. Tender Form –Price-Bid
  4. EIL – EMD Clause for Road Freight
  5. EIL - Bank Guarantee format
  6. EIL - E-Bidding Terms & Conditions
- Important Dates:
  1. Last date of submission of duly filled tender along with supporting documents-28<sup>th</sup> July, 2020

- Loading Point Address:

**EIL Hosur:**

**Exide Industries Limited, Survey No. 246, Chinchuruganapalli Village, Sevaganapalli Panchayat, Hosur - 635103, Dharmapuri Dist, Tamil Nadu.**

Reference No:

Date:

To,

Dear Sir,

Re: Transportation by road of Lead Acid Storage Batteries, Home UPS as well as Components / Accessories/ Advertising Materials, Other Raw Materials Including Alloys, and Scrap Batteries etc.

With reference to the contracting process done in the month of **August, 2020** Exide Industries Limited (hereinafter referred to as "EIL") is pleased to appoint you as one of the authorized Transporters for transportation by road of Lead Acid Storage Batteries and Home UPS as well as components/accessories/advertising materials and scrap batteries (hereinafter referred to as 'the goods') from various loading points to various destinations in India on the following terms and conditions:

1. The rates for transportation for each destination will be as per Annexure I to this agreement. **All rates mentioned therein shall be applicable six months (can be extended/short-closed as per EIL's discretion) from the Effective Date of Rate/Commercial Contract)**

**Loading Point - EIL Hosur**

2. The reference diesel rate will be considered as on **18<sup>th</sup> July, 2020**. Increase or decrease clause shall be applicable based on average variation in the price of diesel of four metros in **every month from the commencement of this contract**. The reference diesel price shall be the average price prevailing in four metro cities. The increase or decrease in freight rate shall be applicable as per the formula given below:

**Differential Allowed = 0.30 (Fuel Factor) X the original contract rate X increase or decrease in diesel rate / reference diesel rate**

The increase/decrease clause shall apply only if the diesel price differential is more/less than **Rs 1/- per liter** from the prevailing reference rate. After any revision, the new reference price will be the new average of then prevailing diesel price based on IOCL website four metro cities (Kolkata, Chennai, Delhi, and Mumbai).

The Reference rate of Diesel for this agreement is **Rs. 79.10 per liter** which the prevailing IOCL rate. This is the average of four metro cities mentioned below **Delhi: 81.52, Kolkata: 76.67, Mumbai: 79.71, Chennai : 78.5**



**Average = Rs. 79.10 per liter.**

Any Octroi Duty / Entry tax / Toll tax (Only Jammu, Srinagar Entry Check post) paid by the transporter shall be reimbursed in full by EIL / Customer, on production of the original document. However, no service/incidental charges in any form will be payable by EIL to you. Delhi Green Tax, Kerala Hazardous Material Tax, J&K Toll Tax & other taxes to be paid on providing original receipt with Freight bill.

3. EIL goods shall be carried by you to various destinations without transshipment ENROUTE. You shall not send the goods by Rail when these are meant to be dispatched by Road transport. Violation will lead to stringent punitive action.
4. Under no circumstances you shall carry goods of other parties in the same vehicle in which EIL's goods are carried. Rs. 5000/- will be imposed on the transporter based on evidences of such instances.
5. You will not transship the goods without prior written approval of EIL.
6. You will deliver the goods within agreed Transit Time.
7. The vehicle shall be placed at any point and in such numbers as specified by EIL or their designated Vendors/Suppliers from time to time. There is no maximum limit to the number of vehicles required per day (unless otherwise specified). In the event that the vehicle is placed later than stipulated placement time or that a vehicle of incorrect description is placed (without prior approval of EIL), EIL shall have the right to hire the vehicle from other sources and charge the transporter with the differential freight. The transporter shall be liable for such differential freight.
8. EIL shall have the right to inspect the conditions of the trucks and trailers before loading of the Product and has the right to reject the same on dissatisfaction without any liability of paying charges for return of empty trucks and trailers
9. The vehicles should be clean, manned, equipped, and roadworthy at the time of placement of the truck for loading and should also be in the same order and condition throughout the transportation of the consignment. You should also ensure that the documents, both statutory and otherwise, relating to the trucks are valid and subsisting throughout the transportation of the consignment. The vehicles should also have intact load body.

Following are the valid documents need to be provided at the time of loading:

- a) Valid driving license of the driver
- b) RC book and Tax paid documents
- c) Road permits
- d) Insurance
- e) Fitness certificate
- f) Minimum 3 (three) numbers of Un-torn / clean PVC coated tarpaulin (during rain)

10. Unless otherwise advised, the trucks should report by Specified Cut off Time as mentioned below at the loading point. Provisions regarding detention charges payable by us to you are specified in Annexure I hereto.

**Cut off time for vehicle placement at EIL - Hosur- by 12 Noon.**

11. The transport contractor is supposed to place the trucks as per indent given by the company on day-to-day basis. If the carrier fails to provide the required number of trucks on day-to-day basis, EIL reserves the right to levy non-placement penalty @ Rs. 75 per MT per day or such amount as may be decided by the Company from time to time. Performance will be observed on day-to-day basis for each destination and penalty will be levied accordingly. This non-placement penalty is applicable for placement requirement between 4<sup>th</sup> day to 25<sup>th</sup> day of the month.

12. In case a carrier doesn't place the truck by the cut off time, the total lead time to place the truck will be 24 hours from the time of indent – further truck placement will be guided by rules mentioned in Annexure IV.

13. The above clause may not hold during month-end (21<sup>st</sup> of the current month to the 4<sup>th</sup> of the Next month) and at any exigency. During the specified period of month end the transporters are expected to place the truck within plant specific cut-off time or else EIL team will have the right may hire the truck from any other source. EIL will also have right to recover the additional differential freight for such alternate arrangement from the transporter.

14. Your authorized representative should be present at the loading points at the time of loading for execution of all documents pertaining to EIL's consignments. A letter indicating the list of authorized representatives along with their attested signatures should be made available to us at all EIL's loading points. The authorized person or driver should sign on the loading document ascertaining the number and quality of the packages loaded inside the truck. Once the truck is released, the transporter will be fully responsible for safe and on-time delivery of the goods to the destination.

15. You will ensure that all the relevant documents such as Excise / VAT / Tax Invoice, Delivery Challan, Packing List, Road Permits etc. are collected before leaving the premises of the consignor.
16. You shall comply with the 'Roles and Responsibilities' as mentioned in Annexure II hereto. Your performance will be evaluated as per the Key Performance Indicators mentioned in Annexure III hereto.
17. You shall bear all liabilities, statutory or otherwise, of your personnel.
18. You shall not overload the trucks beyond the recommended capacity. Any loss or damage to the goods arising due to overloading shall be borne by you fully.
19. The goods collected from the loading points by you shall be delivered at the destination as per transit time specified in Annexure I. In case EIL requires the goods to be delivered to the destination earlier than the time specified in the Annexure-I, an incentive of Rs. 500/- per day will be paid for early delivery. However, it should be noted that instructions for early delivery should be issued through Factory Logistics person in writing to you in respect of each consignment.
20. The transporters are expected to share daily tracking report with corresponding plant logistics team.
21. Payment will be made after 45 days from the date of submission of the bill subject to verification. However, bills to be submitted in every week at the notified factory / location within 30 days of delivery of the material.
22. Immediately on delivery of the goods at the destinations, you should arrange to get a clear signed receipt of the goods evidencing full receipt thereof in good order and condition by the consignee along with the invoice, which should be forwarded to us without fail along with your bills, within 30 days from the date of delivery of the goods or prior to this if required by us.
23. You should submit your invoice along with properly acknowledged lorry receipts/consignment notes (original), original weighment slip and a copy of EIL invoice(s). For any exception, an approval has to be taken from authorized EIL authority.
24. You will deliver the goods within transit time as specified in Annexure - I and you shall also monitor the movement of the Goods and report probable delays in delivery. EIL reserves the right to seek such information as and when required from you. On Non-adherence to the transit time as specified in Annexure-I, EIL reserves the right to deduct late delivery charge Rs. 500 per day from the transporter, except in circumstances beyond reasonable control of the transporter or with prior approval from EIL.

25. You shall be responsible for the following documentation in the event of insurance claims.

<b>Sl. No.</b>	<b>Cause of Claim</b>	<b>Document to be furnished by transporters</b>
1	Short Delivery / Non-delivery / Theft / Pilferage for reasons other than accident	Shortage certificate / Non-delivery certificate / FIR / Police report & Final Police report in the event of major / total loss as instructed by the insurer. Report should be lodged within 24 hours of such event.
2	Hijack	Non-delivery certificate, FIR & Final Police report
3	Shortage / Theft / Pilferage / Total loss due to accident	Spot survey to be conducted at spot, Shortage certificate / Non-delivery certificate / FIR / Police report & Final Police report in the event of major / total loss as instructed by the insurer.
4	Damage due to accident	Spot survey, damage certificate & General Diary

26. EIL shall be entitled to deduct from your bills payable, the following amount in the event of Insurance Claims:

<b>Sl. No.</b>	<b>Cause of Claim</b>	<b>Amount to be deducted from Outstanding (Rs.)</b>
1	Hijack/ No-Delivery/ Total Loss	The entire value of the consignment
2	For all other cases	<ul style="list-style-type: none"> <li>• If the carrier furnishes all necessary documents as mentioned in Clause 25 hereinabove and the same are verified by the insurer and surveyor to be correct and proper, only value of affected goods, less the value of Salvage.</li> <li>• If the carrier fails to furnish any or all necessary documents as mentioned in Clause 25, the entire value of the consignment.</li> </ul>

27. EIL shall obtain an appropriate marine insurance policy for short delivery, non-delivery, theft, pilferage, transit damage, damage & breakage due to accident and hijack of your truck while carrying EIL goods for an amount exceeding Rs. 10,000/- (Rupees Ten thousand only) or 0.5% of the consignment value whichever is higher. EIL shall alone be entitled to receive the value of all insurance claims there against.

28. You are expected to ensure safety during transit to all the materials which are loaded in the truck. Damages pertaining to batteries and accessories will be guided by the insurance rule. However, carton damages in-transit will be deducted from transporters bill based on appropriate evidences.

29. You shall intimate us in/by writing/email of all such eventualities resulting in short delivery, non-delivery, theft, pilferage, transit damage, damage & breakage due to accident and hijack of your truck while carrying EIL's goods, within 5 working days of such event for lodging the claim with the Insurance Underwriters.

30. In the event of short delivery, non-delivery, theft, pilferage, transit damage, damage & breakage due to accident and hijack of your truck while carrying EIL's goods, you shall issue a damage/short/non-delivery certificate, copy of F.I.R./Complaint to Police, photographs and such other documents as may be required by us or the insurer/underwriter for filing a claim by EIL with the insurer/underwriter within 15 days from such event. All other documentation shall be completed by you without any delay in order to ensure that insurance claims by the Company are not jeopardized in any manner.

31. EIL shall be entitled to deduct from your bills payable by us, the invoice value of the batteries on account of short delivery, non-delivery, theft, pilferage, transit damage, damage & breakage due to accident and hijack of your truck while carrying EIL's goods. The value of insurance claim received from the insurer on account of the above shall be paid to you. However, any portion of EIL's claim which is not paid by the insurer due to negligence, acts of commission and/or omission on your part as confirmed in the concerned Survey Report shall be realized from your bills payable by EIL.

32. Goods shall be carried at your risk subject to the aforesaid and the said risk shall commence from the point of loading of the goods on to your trucks until the goods are delivered to the consignee. Claims raised by the company in case of short delivery, theft, pilferage, transit damage, breakage of EIL's goods as well as for EIL's goods contained in your truck, which has been hijacked shall be final and binding on you.

33. In the event that Goods are unloaded in an external go-down without EIL's prior approval, a sum of 10% of the freight charges payable shall be recovered from the transporter as a damage – however, this clause can be invoked by EIL management on the basis of evidences.
34. EIL reserves the right to place order(s) for trucks on any carrier agency for carrying EIL's goods to any destination.
35. The routes are being offered to the transporters on a non-exclusive basis and EIL has the right to appoint other transporters in the same route at their discretion and to cover business risk.
36. Notwithstanding anything to the contrary contained in the consignment note/lorry receipt or in any other documents presented by you, the terms and conditions of this agreement shall supersede the same.
37. A sum (ranging from Rs. 1lac to 25 lacs) shall be paid to us through bank guarantee as security deposit and performance guarantee based on the projected volume of business. However, the value of Bank Guarantee and place of submission will be decided by HO Logistics Team in coordination with plant logistics.

Movement Type	Bank Guarantee Value Range
Local	1 lac -5 lacs
National	5 lacs -25 lacs

38. Transporter has to submit the Bank Guarantee within stipulated timeline as communicated by EIL. Failing which the bill amount worth the BG will be kept on hold.
39. The Bank Guarantee shall be valid for a period of minimum three months beyond the period of this agreement and shall be irrevocable. The security deposit / Bank Guarantee shall bear no interest.
40. Pursuant to rate finalization and contract signing off, the work will be started based on EMD deposit/EMD Declaration. However, all the selected vendors are expected to submit the Bank Guarantee within 15 days of finalized rate communication, failing which, the entire EMD will be en-cashed and further bill acceptance and payment process will be held up.
41. These rates are effective till contractual period; however, vendors are bound to honour the existing contract for at least one additional month, if EIL desires so.

42. Network restructuring report – The rates will be reviewed and likely to be changed in case of any EIL supply chain network change.
43. Diesel reference rate will be normalized according to the current price as on contract signing date. However, only EIL will have the discretion to revise the rate.
44. For government projects escorts should be arranged as per EIL's written instruction and PODs should be submitted immediately within 7 days of delivery. EIL will reimburse the escort expenses based on submission of actual bills.
45. In the case of any default or breach of the terms hereof on your part, without prejudice to other rights and remedies that EIL may have including termination of this contract and claiming damages, the bank guarantee shall be invoked or the security deposit adjusted against EIL's claims without recourse to you. However, upon expiry of this contract due to efflux of time or upon its premature determination without defaults or breach thereof, the security deposit/bank guarantee shall be refunded/returned in full, after the date of such expiry or determination.
46. In the event of default on your part or breach of any of the terms and conditions of this agreement, EIL may terminate this agreement if you fail to remedy such default or breach within 15 days of receiving written notice of the same from EIL.
47. EIL may also terminate this agreement if you refuse to confirm any vehicle for any destination for which you have agreed upon rates on any five occasions.
48. EIL may also terminate this agreement after giving at least one month's notice in writing without assigning any reason therefore.
49. EIL may also terminate this agreement immediately if you are found resorting to any unethical practice that might cause any harm / damage to the buyer's interest.
50. As per ISO/QS Norms all Trucks supplied by you should have valid Pollution under Control (PUC) Certificate, fitness certificate, national permit etc.
51. You should ensure that all loaded trucks collect the MSDS/TREM card from factory dispatch department before leaving the factory. This document should be carried with the consignment till the same is delivered to the consignee. This is as per the guideline of ISO 14000.
52. You shall act as a bailee of EIL's goods and have no lien, general or particular on EIL's goods.

53. This agreement is entered in to on principal-to-principal basis and no agency express or implied is created between you and EIL.

54. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Kolkata.

55. **Force Majeure:** A party shall not be liable for any failure of or delay in the. performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

56. Detention cost under force majeure instances will not be paid.

If you agree to the Terms and Conditions mentioned above, please return the duplicate copy of this letter duly signed and stamped with your official seal, in token of your acceptance of the same.

Thanking you,

Yours faithfully,

For Exide Industries Limited

We accept the terms and conditions stated in this letter

Authorized Signatory



## Annexure I

Reference:  
Loading Point –  
Date:  
Transporter:

### **Rates for Transportation will be as follows:**

\* The transit time is exclusive of the days of loading and unloading.

1. The above rates will be applicable to all destinations within the Municipal/Nagarpalika/Panchayat/Taluk limits of the destination specified above.
2. **Hosur-** The above rates are **exclusive of** per truck complete loading and unloading charges.
3. The rates will remain firm for the entire period of agreement & the same rate is applicable for delivery in the same town/city. For delivery beyond destination city/town the transporters will be paid based on the below matrix:

Location	Freight Calculation Arrangement
A + 150 radius (any Single Point Unloading)	1. If The delivery point address is mentioned as <b>A</b> then <b>freight rate of A</b> will be applied. No additional charge will be provided.
	2.If the delivery point is beyond municipal limit of <b>A</b> and within 50 kms radius of <b>A</b> then additional Rs.3000 will be paid on <b>A freight</b> rate.
	3.If the delivery point is beyond 50 km and upto 150 km of <b>A</b> , then additional Rs.5000 will be paid on <b>A</b> rate.

4. For delivery at two points (within 150 KM radius of any prime point A) – freight will be paid based on the below matrix:

Location	Freight Calculation Arrangement
A + 150 radius (any Two Delivery Points)	1. If both delivery points are within 25-30 KM radius of location <b>A</b> then <b>freight rate of A + Rs. 3000/- per truck</b> will be paid.
	2.If both delivery points are within 30-50 KM radius of destination <b>A</b> then additional <b>Rs. 5000</b> will be paid on <b>A freight</b> rate.
	3.If both the delivery points are having more than 50 KM and within 150 KM radius of destination <b>A</b> , then <b>Freight Rate + Rs. 8000</b> will be paid.

5. In case unloading charges per truck is required to be paid at destination, the same will be reimbursed at actual, provided the same is certified by the consignee or as per the rates fixed by EIL authority. Detention (Loading & Unloading) will be paid as per the below detention matrix.
6. Detention charges will not be paid for the entire One (01) day wherein trucks have reported to plant beyond specified cut-off time (mentioned in clause no. 11). Beyond this period, detention will be paid as per the below matrix.
7. The below matrix will indicate the detention of the vehicles of different capacities.

Vehicle Capacity	Upto 2 days (INR) - Per Day	Beyond 2 days (INR) - Per Day (from first day)
1Mt - 3MT	200	300
Beyond 3MT - 7MT	400	500
9 MT	500	700
Beyond 9 MT (HCV)	700	1000

8. Unloading Detention:

**Outstation Trucks:** Detention will not be paid to the transporter for the reporting date only. If the vehicle reports after business closing hour (if time of reporting is duly mentioned on the POD) then no detention will be paid for next 24 hours from the time of reporting. Otherwise, reporting date will be considered as free day of detention and from next day onwards, detention will be charged.

Sunday and public holidays will not be considered as working days. Any vehicles reporting on the off day will be unloaded on the next working day. No detention should be considered for these days.

**Local Trucks:** Local truck detention charges shall be payable to the transporter for each day in case the truck has not been unloaded on the same day on which it has reported, as per the acknowledged consignment note.

9. In case of multi point deliveries (except for the arrangement mentioned above), the rate charged for each extra point will be mutually agreed in writing before such delivery is made.

10. The charges for Empty Truck Return will be Rs. 500 for 5MT or lesser capacity trucks, Rs. 1000 for less than 9 MT capacity trucks, Rs.2000.00 per truck for a 9MT truck and Rs.2500.00 per truck for higher capacity trucks more than 9MT.
11. Rates are inclusive of all Toll charges and any other en-route expenses prevalent from the date of commencement of this contract.

## Annexure II

<b>Sl.No</b>	<b>Roles and Responsibilities ~Transporter</b>
1	Placement of required Trailers at EIL Plants as per specifications within 12 hrs. of request.
2	Timely communication of truck placed details (Entry Time &date, No of Trucks, Truck Type, Vehicle no, Driver mobile no) at EIL
3	Safe ~ Proper covering of cargo - Using polyethylene sheet and Tarpaulin
4	To Ensure correctness of all documents (Invoice, Excise Document, state formalities document) before dispatch of Batteries.
5	Issue of lorry receipt to EIL once Truck is ready with load before dispatch
6	Daily MIS report on In transit status ~ Issues if any of the truck used for transportation
7	To Ensure Smooth truck movement through different RTO /Sales tax check points/Octroi check posts.
8	To Ensure immediate response to eventualities(accidents/breakdown) during transit and alternate arrangement for Transportation
9	Ensure prompt communication to EIL plant regarding any damage/pilferage
10	To Ensure batteries reach the destination safely within the agreed transit time.
11	To Obtain proof of delivery (Proper signature of receiving party, Stamp, Date, Receiving condition remarks) from the final receiving point.
12	To Provide Freight Invoice within 30 days of delivery with Proof of Delivery documents to EIL.

### Annexure III

#### Key Performance Indicators (KPI) for Transporter

Sl.no	Metrics	Target
1.	On - time Placement of Vehicle	100 %
2.	On - time delivery of cargo as per Transit time target	100 %
3.	Material Transit damages / Pilferages	0 %
4.	Daily In transit truck status report	100 %
5.	On - time submission of freight bill within 30 Days of delivery.	100 %
6.	Billing Accuracy (Proof of delivery duly acknowledged, Transporter's LR and EIL invoice copy, Weighment Slip, Rate Confirmation mail copy etc.)	100 %

#### **Annexure IV**

1. Plant Logistics provides indents on contractual and off beat Lanes to all the Carriers on a particular day for vehicles placement.

2. Carriers plan for trucks and confirm through mail for placements next day by respective cut off time at different plants as mentioned in the contract. The vehicle status to be provided along with the required detail for preparation of Invoice and Online Way Bill.

3. In case a carrier doesn't place the truck the total lead time to place the truck will be 24 hours from the time of indent. This is applicable from 1<sup>st</sup> to 20<sup>th</sup> of every month.

4. The above clause may not hold good during month-end (26th of the current month to the 3rd of the Next month).

**5. Risk purchase agreement can be invoked by the management of EIL in case of non-performance by transporters and the differential freight will be debited to the account of the transporter.**

6. Within 24 hours carrier needs to confirm through mail whether they will be able to place the truck or not. The same clause may not be applicable for the OEM and Export requirements.

7. If the carrier confirms about placing the failed truck by next day within cut off time of plant then plant logistics will decide about truck placement through Risk purchase process on need basis.

8. If the carrier doesn't send the mail at all then it will be understood that the failed truck won't be placed and plant logistics places the truck through Risk Purchase process. The debit note for difference amount will be issued to the carrier.

9. The first available carrier will be asked to provide the trucks for failure cases through Risk purchase process. Carriers willing to provide the vehicles through Risk purchase process must provide the vehicles within specified time. Once you accept the indent then above process will be followed. Any failure will be punitive.

### **Annexure VI**

As per recently published GOI Directive 15/16MT/20MT/21MT truck loads are getting revised / increased. However, after suitable RC upgradation the revised freight for increased pay loads will be calculated based on the below formula.

However, till the time the entire trucks are getting converted into revised payload, you will be receiving mixed indents. **(Lower capacity truck rates are calculated using below formula in reverse mode)**

<b>Capacity</b>	<b>Region</b>	<b>Rate per MT</b>
18MT/19MT/20MT/21MT	East	Rs.100/per MT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	North	Rs.150/per MT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	West	Rs.100/per MT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	South	Rs.120/per MT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	For any local lanes	Will be decided by pro rata basis of corresponding 15/16MT

<b>Capacity</b>	<b>Region</b>	<b>Rate per MT</b>
24MT/25 MT& Above	ALL ZONES	Rs.100/per MT less than per MT rate of corresponding 20MT/21MT
24MT/25 MT& Above	LOCAL	Will be decided by pro rata basis of corresponding 20MT/21MT

## EXIDE INDUSTRIES LIMITED

### **Earnest Money Deposit: Terms and conditions and process details**

To participate in the online negotiations, interested transporters are requested to submit this RFQ along with a refundable Earnest Money Deposit (EMD) by through RTGS in the below mentioned account:

#### **EMD through RTGS to be sent to:**

- 1. Beneficiary - Exide Industries Limited**
- 2. Bank Name - HDFC Bank Limited**
- 3. Bank Branch - Stephen House, Kolkata - 700001**
- 4. IFSC Code - HDFC0000008**
- 5. Account No - 00080110000028**

#### **Attention:**

For any clarification, contact:

**Telephone No. 9830768200 / 8334845557**

EMD received from unsuccessful bidders will be returned within four weeks from the date of conclusion of auction.

EMD received from successful bidders will be returned subject to receipt of a Bank Guarantee as defined in the contract from a Nationalized or a bona fide Private Bank in favour of **EXIDE INDUSTRIES LIMITED** on acceptance of the contract.

The entire EMD amount will be forfeited, if any transporter resorts to the following activities during the entire event /activity.

- a) Inordinate delay in starting service and not providing trucks.
- b) Failing to honour the BID / RFQ rate provided during E-Auction event.
- c) Failing to adhere to the RFQ terms & conditions duly signed and accepted.



**EMD clause for Existing Transporters;**

In case of Vendor/Suppliers having existing business relationship with Exide Industries Ltd through Active bank guarantee or outstanding invoice more or equivalent to EMD amount (INR 5 LACS) can participate in the RFQ process with an undertaking to revoke the said BG or invoice amount in case of breach of contract.

The entire BG/outstanding invoice amount will be forfeited, if any transporter resorts to the following activities during the entire event /activity.

- a) Inordinate delay in starting service and not providing trucks.
- b) Failing to honour the BID / RFQ rate provided during E-Auction event.
- c) Failing to adhere to the RFQ terms & conditions.

Signed and accepted.

## **E-BIDDING TERMS & CONDITIONS**

1. EIL yearly bid is an elaborate process comprised of two main stages a) RFQ b) Reverse auction (e-bidding). Vendors may be invited for either or all the stages.
2. EIL keeps the right reserved to select the vendors irrespective of their rank at any of the above mentioned stages keeping in view available competitive rate.
3. All other terms and conditions being met, EIL will award the business to the selected L-1 vendor. However, it is expressly stated that only being L1 will not guarantee business and award of the entire business or part thereof shall be solely under the discretion of Exide Industries Ltd and the decision taken by Exide Industries Ltd would be final and binding on all Suppliers.
4. EIL keeps the right to award the job to any of the participating vendors irrespective of their rank during bidding. Any vendor who has submitted a rate during the bidding process will be bound to honor the rate quoted even he is not found to be L1.
5. Vendors once quoting the rate at any of the above mentioned bidding stages and being approached for contract signing on any of the lanes where they have participated are bound to accept the proposal.
6. The volumes mentioned on the lanes are tentative and they are likely to change based on the actual requirement during contract period. EIL expects vendor to honour the contract and continue supplying the trucks throughout contract period (with one-month extension if required).
7. All the vendors who provide the rate through RFQ need to participate for reverse auction mandatorily. If the vendor fails to participate in E-bidding event, then their RFQ rates will be considered as final rates quoted by them. These rates will be considered for probable contract finalization.
8. Accepting and implementing E-bidding result will be solely decided by EIL team. Vendors can be invited for discussion across the table irrespective of the rank.
9. The routes are being offered to the transporters on a non-exclusive basis and EIL has the right to appoint other transporters in the same route at their discretion and cover business risk.

10. Transporter who is selected for 15MT / 16MT lanes, are also liable to provide higher capacity trucks as required on the same lane. The freight for higher capacity truck will be calculated as per the below clause.
11. Similarly, transporter who is selected for 20MT / 21MT lanes, is also liable to provide lower capacity (15MT / 16MT) trucks as required on the same lane. The freight for lower capacity truck will be calculated as per clause no. 13
12. Under any circumstances, Per MT of 18MT / 19MT / 20MT / 21MT will be always lower than corresponding 15MT / 16MT on long distance lanes. On local lanes (within 500 KM radius of the origin) the per MT rates will be considered on pro-rate basis.
13. Transportation bidding will be conducted for 7MT, 9MT, 15/16MT or 20/21MT capacity trucks. Rate for higher capacity trucks (18MT onwards) will be decided as per below matrix where bidding conducted on 15/16MT of respective lane. As per recently published GOI Directive 15/16MT/20MT/21MT truck loads are getting revised / increased. However, after suitable RC upgradation the revised freight for increased payload will be calculated based on the below formula.

<b>Capacity</b>	<b>Region</b>	<b>Rate per MT</b>
18MT/19MT/20MT/21MT	East	Rs.100/perMTlessthanper MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	North	Rs.150/perMTlessthanper MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	West	Rs.100/perMTlessthanper MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	South	Rs.120/perMTlessthanper MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	For any local lanes	Will be decided by pro rata basis of corresponding 15/16MT

<b>Capacity</b>	<b>Region</b>	<b>Rate per MT</b>
24MT/25 MT & Above	ALL ZONES	Rs.100/perMT less than per MT rate of corresponding 20MT/21MT
24MT/25 MT & Above	LOCAL	Will be decided by pro rata basis of corresponding 20MT/21MT

14. Rate for lower capacity trucks 15MT/16MT will be decided as per below matrix where bidding conducted on 20/21MT of respective lane.

<b>Capacity</b>	<b>Region</b>	<b>Rate per MT</b>
15MT/16MT	East	Rs.100/perMT more than perMT rate of corresponding 20MT/21MT
15MT/16MT	North	Rs.150/perMT more than perMT rate of corresponding 20MT/21MT
15MT/16MT	West	Rs.100/perMT more than perMT rate of corresponding 20MT/21MT
15MT/16MT	South	Rs.120/perMT more than perMT rate of corresponding 20MT/21MT
15MT/16MT	For any local lanes	Will be decided by pro rata basis of corresponding 20MT/21MT

15. Pursuant to rate finalization and contract signing off, the work will be started based on EMD deposit/EMD Declaration. However, all the selected vendors are expected to submit the Bank Guarantee within 15 days of finalized rate communication, failing which, the entire EMD will be encashed and further bill acceptance and payment process will be held up.

**PRE-QUALIFICATION**

**Full name of your organisation**  
(Please attach your visiting card)

**Address**

  


City

Pincode

**Kind of ownership (YES/NO)**

Private Limited

Public Limited

Partnership

Sole Proprietor

**Name(s) of key people in your organisation, their designation and contact numbers**

Name

Designation

Contact Number

Name

Designation

Contact Number

Name

Designation

Contact Number

Name

Designation

Contact Number

**Please furnish the following details**

1 **Company establishment Date**

2 **Turnover of your company**

4 **Experience of running a transport company (in years)**

4 **Number of employees**

5.a **Fleet Size (NUMBERS)**

Own

Attached by others

5.b **Type of Fleet along with the breakup**

(Example: MCV - 30 Numbers, HCV - 45 Numbers)

1	LCV( 1MT ,3MT)	
2	MCV (6MT)	
3	HCV (9MT, 16MT,20MT,21MT)	
4	32FT Containers	

**6 Presence in how many locations**  
 (Please attach a copy of your locations list along with address and contact person details)

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**7 Your key / major clients**

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**8 Who are your key vehicle financiers and the rate of interest offered by them to you**

Financer Name	<input type="text"/>	Financer Name	<input type="text"/>
Rate of interest offered	<input type="text"/> %	Rate of interest offered	<input type="text"/> %
Financer Name	<input type="text"/>	Financer Name	<input type="text"/>
Rate of interest offered	<input type="text"/> %	Rate of interest offered	<input type="text"/> %

**9 Please Provide the below details**

Memorandum and Articles of Association	Company Brochure	Registration of Proprietorship firm	Partnership Deed for Partnership company	Trade License and Address proof	PAN CARD
Document Should be provided	Document Should be provided	Document Should be provided	Document Should be provided	Document Should be provided	Xerox copy
DeclaratioN Under 194C(6) for Non d	Cancelled Cheque for RTGS				
Form ST-2(Service Tax)					

**10 Routes presently being operated by you**

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**11 How do you track your vehicles (YES/NO)**

GPS System

Regular phone call by driver

Driver having mobile phone

Reporting at check points enrout

Other (Please specify) \_\_\_\_\_

**12 Emergency support capabilities, in case of accidents/breakdown etc.**

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I/We, hereby declare that the above mentioned information is true to my knowledge.

Date

Name

Place

Signature

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## Transporter Details

Company Legal Name	
Address of Principal Place of Business	
Company PAN Number	
Company GSTN(if any)	
POC Name	
POC Contact Number	
POC Email ID	