

Tender for Transportation of goods of the company from Lucknow, Uttar Pradesh

Dated: 22nd August, 2019

CONTENTS:

- **NOTICE INVITING TENDER**
- **TERM SHEET**
- **EARNEST MONEY DEPOSIT: TERMS & CONDITIONS & PROCESS DETAILS**
- **PRE-QUALIFICATION BID**
- **PRICE BID**
- **E-BIDDING TERMS & CONDITIONS**
- **BANK GUARANTEE FORMAT**

Notice Inviting Tender:Lucknow

Date: 22nd August, 2019

Sub: Tender for Transportation of goods of the company for 1 year from their warehouse in Lucknow, Uttar Pradesh.

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. At least **5 own cargo** carrying vehicles registered in the name of the company/directors. Photocopies of RC Book to be attached along with the Pre-Qualification Bid. In case it is a recent purchase and the RC book is not available, the corresponding sales invoice needs to be submitted.
- ii. Existence of office in Lucknow with adequate proof.
- iii. Freight revenue during last financial year above Rs.4 Crores.
- 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.**
- 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 One Year Period** (can be extended/short-closed as per EIL's discretion) from the Effective Date of Rate/Commercial Contract.

3. Validity of Offer: The Offer must be **valid for 45 days** from the last date of submission of Bid.

4. Submission Process:

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

Documents to be submitted (necessary format to be downloaded from Tender Link):

- a) Duly filled Tender Form – **Pre-Qualification Bid** with Supporting Documents for fulfilling tender conditions
 - a. Vehicle ownership : RC book
 - b. Financials : Audited accounts of last two years
 - c. GST number : GST certificate
 - d. Years of experience : self-certification
 - e. Lucknow office address – Copy of address proof.
 - f. Carriage Act Certificate
- b) Filled Tender Form- **Price-Bid**
- 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 for EIL**

All documents/bids/formats to be sent in hard copy through Registered / Speed Post / Courier / Hand Delivery.

In addition, soft copy to be mandatorily sent in secured E-mail Id 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

Telephone No. 03323023-724/728

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.

The above mentioned documents to be submitted in sealed envelope along with the EMD.

The above sealed envelope is to be super-scribed as **“Tender for Transportation of goods of the company “ & to be addressed to : “General Manager - SCM” and at the following address:**

Exide Industries Limited

6A, Hatibagan Road

Entally, Padmapukur

Kolkata 700014

Telephone No. 03323023-724/728

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" 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.
- 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.3,00,000/- favouring Exide Industries Limited** in the form of Demand Draft / Pay Order (PO), from any Scheduled Bank in India payable at KOLKATA along with the other mentioned documents, failing which the tender is liable to be rejected in limine.

5. Last Date and Time of submission of Bid & EMD, along with all supporting documents: All the documents should reach us by **29th August, 2019 by 3:00 PM**. Soft copy of price bid needs to be submitted by **29th August, 2019 by 3.00PM** to the designated secured mail-Id "supplychain.offers@exide.co.in" without sending any copy to any individual.

Clarification Meeting over telephone:

26th August, 2019 – 11 am to 1 pm

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

Telephone No. 03323023-724/728

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 Lucknow Warehouse 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. Signing of contract:

The successful Bidder shall be required to execute an AGREEMENT within three (3) days of his successful winning of the bid. In the event of failure on the part of the successful Bidder to sign the AGREEMENT within the above-stipulated period, the technical proposal will be rejected.

ix. 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. Clarification Meeting over telephone- 26th August, 2019 (11 am to 1 pm)
 2. Last date of submission of duly filled tender along with supporting documents- 29th August, 2019.
- Loading Point Addresses (Distance between the warehouses is approx. 3-KMs):
 1. 875, Anaura, Amauris Station Road, Lucknow - 226008
 2. M/s Malook Chand Textile Mills Limited Amausi Industrial Area, Lucknow – 226008

Tender for Transportation of Goods of the company from Lucknow to Elsewhere

TERM SHEET

Section – I	Definition of Terms
Section – 2	General Terms & Conditions
Section – 3	ANNEXURE LIST
	<ul style="list-style-type: none">• ANNEXURE I• ANNEXURE II• ANNEXURE III• ANNEXURE IV• ANNEXURE V• ANNEXURE VI

1. Definition of Terms:

2. The "OWNER /COMPANY/" means Exide Industries Limited having Its Registered Office at Exide House 59E, Chowringhee Road, Kolkata - 700020 .
3. The "CARRIER"/ "TRANSPORTER" means the person or the persons, firm or Company or corporation whose technical tender has been accepted by the OWNER and includes the carrier's legal Representative, his successors and permitted assigns.
4. The "WORK" shall mean and include all services and activities to be performed by the Carrier pursuant to and in accordance with the CONTRACT, or partly thereof, as the case may be, and shall include all extra, additional, altered or substituted works as required for the purpose of the CONTRACT.
5. "CONTRACT DOCUMENTS" means collectively the Tender Documents, Letter of acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
6. The "CONTRACT" shall mean the Agreement between the OWNER and the CARRIER for the execution of the works including therein all contract documents.
7. The "TENDER" means the bid / proposal / offer along with supporting documents submitted by Carriers for consideration by the OWNER.
8. "BIDDER" means one who makes a bid / proposal / offer to the OWNER.

2. GENERAL TERMS & CONDITIONS:

At the end of the tendering process, winning transporters will have to sign off contract with EIL and also submit the Bank Guarantee of the specified value given in the format.

The terms & conditions of the contract will be in line with terms & conditions mentioned below.

Submission of tender document by the transporter implies acceptance of the General Terms & Conditions.

It is to be further noted that the acceptance sheet (Annexure I) has to be duly signed, stamped & submitted along with the other listed submission documents.

DIESEL CLAUSE:

1. The rates for transportation for each destination will be as per Annexure II to this agreement. All rates mentioned therein shall be applicable **for One Year Period** (can be extended/short-closed as per EIL's discretion) from the Effective Date of Rate/Commercial Contract.
2. The reference diesel rate will be considered as on **01st August, 2019**. Increase or decrease clause shall be applicable based on average variation in the price of diesel in every three months from the commencement of this contract. The reference diesel price shall be the average price of Indian Oil Corporation Limited/IOCL based on the given website <https://www.iocl.com/Products/HighspeedDiesel.aspx> (hereinafter referred to as 'the reference rate') prevailing in four metro cities. The increase or decrease in 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 3/- 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 **68.27 per litre** which the prevailing IOCL rate. This is the average of four metro cities as mentioned below **Delhi: 66.00, Kolkata: 68.19, Mumbai: 69.17, Chennai : 69.71**

Average = 68.27 per litre.

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. 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.

MOVMENT OF GOODS:

4. EIL goods shall be carried by you to various destinations without trans-shipment ENROUTE. You shall not send the goods by Rail/Waterway when these are meant to be dispatched by Road transport. Violation will lead to stringent punitive action. The company reserves the right to impose a lump-sum penalty of Rs.10000/- per consignment as penalty for violation of this condition.
5. Under no circumstances you shall carry goods of other parties in the same vehicle in which EIL's goods (as indicated in the LR/Invoice) are carried.
6. The loaded truck once released from source shall not load any additional cargo in that truck. The company shall impose a lump sum penalty of Rs 10,000/- per consignment over and above recovery of the value of the losses/damages to the entrusted products and the OWNER in whatsoever manner due to breach of conditions as mentioned above.
7. You will deliver the goods within agreed Transit Time mentioned.
8. 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.

SUSTAINABILITY OF TRUCKS:

9. 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.
10. 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 tarpaulin (during rain)

INDENT, PLACEMENT, ROLES & RESPONSIBILITIES OF THE TRANSPORTER & PAYMENT

11. 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 II hereto.
Cut off time for vehicle placement at EIL - by 10 AM.
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 V.
13. **The above clause may not hold during month-end (21st of the current month to the 4th 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 plus a penalty of Rs. 750/- per day for such alternate arrangement from the transporter.
14. 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, Owner reserves the right to levy non-placement penalty @ Rs. 300 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.
15. The Carrier on or after award of the contract shall name and depute a qualified staff having sufficient experience in carrying out work of similar nature; to whom instructions for works for be given. They should ensure work of the best quality, and expeditious working. Whenever in the opinion of the Officer-in-charge additional properly qualified supervisory staff is considered

necessary, they shall be employed by the Carrier. The Carrier shall ensure to the satisfaction of the Operation-in-Charge that the authority levels, qualification, conduct and experience of his staff at SITE are fully adequate for the WORK.

16. 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.
17. You will ensure that all the relevant documents such as GST / Tax Invoice, Delivery Challan, Packing List, Road Permits etc. are collected before leaving the premises of the consignor. The Carrier shall comply with all the statutory requirements as stipulated under various acts & laws regarding casual/ contract labour deployed by him for various activities connected with this contract. He shall be solely responsible for non-compliance's with any such statutory requirements. It is specifically understood that Company shall not have any connection with labour deployed by Carrier.
18. You shall comply with the 'Roles and Responsibilities' as mentioned in Annexure III hereto. Your performance will be evaluated as per the Key Performance Indicators mentioned in Annexure IV hereto.
19. You shall bear all liabilities, statutory or otherwise, of your personnel. The Carrier shall at his expense, ensure due compliance with all applicable and governing Industrial and Labour Laws, Rules & Regulations & bye-Laws both of the Central & State Government and all other local authorities and shall keep the OWNER'S harmless and indemnified in respect thereof. The Carrier shall pay fair wages to all persons employed by him and will not indulge in any unfair labour practice.
20. 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.
21. The transporters are expected to share daily tracking report with corresponding local logistics team.
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. For any exception, an approval has to be taken from authorized EIL authority.
23. You should submit your invoice along with properly acknowledged original lorry receipts/consignment notes, original weighment slip & copy of EIL

invoice(s) within 30 days from the date of dispatch of the goods or prior to this if required by us.

24. 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 local location within 30 days of delivery of the material.

25. 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 the price bid format, 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.

RIGHT OF VARIOUS INTEREST:

26. EIL reserves the right to distribute the WORK between more than one carrier(s). Each Carrier shall cooperate and afford other carrier(s) reasonable opportunity for access to the WORK for execution of their works.

27. EIL reserves the right to place order(s) for trucks on any carrier agency for carrying EIL's goods to any destination.

28. 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.

REDUCTION IN SCOPE OF WORK BY OWNER:

29. If at any time after acceptance of tender, EIL decides to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the EIL shall give notice in writing to that effect to the Carrier and the Carrier shall have no claim to any profit or advantage which the might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

30. If the CONTRACT is terminated as per Tender, the Carrier shall be paid by EIL for such WORK executed the accepted by EIL prior to the date of termination, at the rates provided for in the CONTRACT.

NON-DELIVERY OF CONSIGNMENTS /DOCUMENTS

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

Sl. No.	Cause of Claim	Document to be furnished by transporters
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

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

Sl. No.	Cause of Claim	Amount to be deducted from Outstanding (Rs.)
1	Hijack/ No-Delivery/ Total Loss	The entire value of the consignment
2	For all other cases	<ul style="list-style-type: none">• If the carrier furnishes all necessary documents as mentioned in Clause 36/37 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.• If the carrier fails to furnish any or all necessary documents as mentioned in Clause 36/37, the entire value of the consignment.

33. 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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, without prejudice to EIL's rights in relation to damages.
39. 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.

40. **This agreement shall be valid for One Year Period** (can be extended/short-closed as per EIL's discretion) from the Effective Date of Rate/Commercial Contract.

BANK GUARANTEE

41. In case the transporter is awarded the contract, EMD received will be returned within four weeks from the date of commencement of the work on the contractual lane subject to receipt of a Bank Guarantee of amount specified in the BG format as security deposit and performance guarantee.
42. 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.
43. 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.
44. 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.

VALIDITY OF CONTRACT

45. 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.
46. Network restructuring report – The rates will be reviewed and likely to be changed in case of any EIL supply chain network change.
47. 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.
48. 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.
49. 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.

50. 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.
51. EIL may also terminate this agreement after giving at least one month's notice in writing without assigning any reason therefore.
52. 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.
53. As per ISO/QS Norms all Trucks supplied by you should have valid Pollution under Control (PUC) Certificate, fitness certificate, national permit etc.
54. 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.
55. You shall act as a bailee of EIL's goods and have no lien, general or particular on EIL's goods.
56. This agreement is entered in to on principal-to-principal basis and no agency express or implied is created between you and EIL.
57. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Kolkata.

PAYMENT IF THE CONTRACT IS TERMINATED:

58. If the CONTRACT shall be terminated as per Tender, the Carriers shall be paid by EIL in so far as such amount or items shall not have already been covered by payments of amounts made to the Carrier for the WORK executed and accepted by EIL prior to the date of termination at the rates and prices provided for in the CONTRACT.

FORCE MAJEURE

59. 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.
60. Detention cost under force majeure instances will not be paid.

Annexure I

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

I/We have read & understood the terms and conditions stated in this letter & agree to the same.

Authorized Signatory

Annexure II

Reference:

Loading Point –

Date:

Transporter:

Validity –

Rates for Transportation will be as follows:

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

1. 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 within a range of 100 kms, the transporters will be paid on the basis of pro-rated basic rate.
2. Loading charges and Unloading charges at Source Point and Destination Point will be at actual for which receipt should be attached countersigned & stamped by our branch person.
3. The rates are exclusive of Municipal charges, Police challan, etc.
4. The transporter will provide door delivery of all trade & non-trade bills to the concerned dealers/customers strictly within the time periods as stipulated in the above chart.

Vehicle Capacity	Up to 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

5. In case of delayed delivery, penalty will be imposed on you at the rate of Rs. 750/- per day per truck.
6. For multi-point delivery in a particular town, extra Rs. 750/- will be paid by the company.
7. The transit time is exclusive of the days of loading and unloading
8. Detention will be paid as per the below-mentioned detention matrix
9. Detention charges will not be paid for the entire One (01) day wherein

- trucks have reported to plant beyond specified cut-off time. Beyond this period, detention will be paid as per the mentioned matrix.
10. The transporter shall at the time of claiming such detention charges enclose a written statement for such detention on the back of consignment note with date & time of reporting as well as date & time of unloading/loading of the truck duly signed by the consignee. No detention charges shall be payable if the vehicle arrive at the destination on holidays & beyond 10 am of the day. The standard loading time shall be 8 working hours after arrival of the vehicles provided the vehicles arrive by 10am, otherwise loading will be done the next working day.
 11. In case of inability of the transporter to provide vehicle on the date & time booked by the company, Rs. 750/- per day plus the difference between the prevailing market rate & the rates mentioned in this contract will be deducted from the Transporters bills.
 12. **Un-loading 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.

Rates are inclusive of all Toll charges and any other en-route expenses prevalent from the date of commencement of this contract.

In case of multi point deliveries, the rate charged for each extra point will be mutually agreed in writing before such delivery is made.

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.

Annexure III

Sl.No	Roles and Responsibilities ~Transporter
1	Placement of required Trucks 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 IV

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 V

1. Local 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 1st to 20th of every month.
4. The above clause may not hold during month-end (21st of the current month to the 4th 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 logistics team may hire the truck on risk-purchase basis.
5. 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.
6. 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.
7. 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)**

Capacity	Region	Rate per MT
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

Capacity	Region	Rate per MT
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 and short listed transporters are requested to submit this RFQ along with a refundable Earnest Money Deposit (EMD) by Demand Draft of **INR 3 LAC** payable in favour of EXIDE INDUSTRIES LIMITED, Payable at Kolkata.

EMD in Demand Draft to be sent to:

**Supply Chain Department
Exide Industries Limited
6A, Hatibagan Road, Kolkata - 700 014
Phone no. : 033-2286-1860/2302-3600/2286-6193**

Attention:

For any clarification, contact:
Telephone No. 03323023-724/728

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 within four weeks from the date of commencement of the work on the contractual lanes 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 relationship with Exide Industries Ltd through Active bank guarantee or outstanding invoice more or equivalent to EMD amount (INR 3 LAC) 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.

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)

7 Your key / major clients

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

Financer Name		Financer Name	
Rate of interest offered	%	Rate of interest offered	%
Financer Name		Financer Name	
Rate of interest offered	%	Rate of interest offered	%

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 c	Cancelled Cheque for RTGS				
Form ST-2(Service Tax)					

10 Routes presently being operated by you

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

GPS System	
Regular phone call by driver	
Driver having mobile phone	
Reporting at check points enroute	
Other (Please specify)	

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

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

Date

Name

Place

Signature

PRICE-BID

Sl. No.	Destination	TRANSIT DAYS	1MT QUATERLY FREQ	1MT RATE	2.5MT QUATERLY FREQ	2.5MT RATE	5MT QUATERLY FREQ	5MT RATE	9MT QUATERLY FREQ	9MT RATE	15MT QUATERLY FREQ	15MT RATE
1	AGRA	1	3		6		7		47		18	
2	ALIGARH	1	2		6		12		7		2	
3	ALLAHABAD	1	2		6		2		13		51	
4	AZAMGARH	1	1		6		5		13		21	
5	BALIA	1	3		5		7		6		11	
6	BAREILLY	1	3		4		37		25		7	
7	ETAWAH	1	2		5		35		21		2	
8	FAIZABAD	1	3		4		5		22		29	
9	FATEHPUR	1	2		4		21		13		26	
10	GHAZIABAD	2	3		2		21		7		3	
11	GORAKHPUR	1	1		4		2		19		57	
12	HALDWANI	1	2		1		31		22		2	
13	JHANSI	1	3		3		12		22		12	
14	KANPUR	1	1		5		6		11		55	
15	MEERUT	2	3		5		7		22		33	
16	MIRZAPUR	1	2		1		5		9		4	
17	MORADABAD	1	3		1		33		25		6	
18	NOIDA	2	1		3		3		3		3	
19	SHAHJAHANPUR	1	2		3		21		21		5	
20	UTTARANCHAL	2	3		3		3		3		3	
21	VARANASI	1	3		3		1		11		76	
22	DELHI	2	1		3		3		3		3	
23	GWALIOR	2	3		3		26		25		3	

**Rates only for freight, excluding Loading/Un-loading charges

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. 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 pay loads will be calculated based on the below formula.

Capacity	Region	Rate per MT
18MT/19MT/20MT/21MT	East	Rs.100/perMT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	North	Rs.150/perMT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	West	Rs.100/perMT less than per MT rate of corresponding 15MT/16MT
18MT/19MT/20MT/21MT	South	Rs.120/perMT 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

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

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

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

14. 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.

BANK GUARANTEE

(To be issued on Non – Judicial Stamp Paper)

To

**M/s. Exide Industries Ltd,
6A, Hatibagan Road,
Entally, Padmapukur,
Kolkata 700014**

Dear Sirs,

Bank Guarantee No. : _____
Date of Issue : _____ /MM / 2019
Bank Guarantee Amount : **Rs. 5,00,000/- (Rupees Five Lacs only)**
BG Cover : **Upto**
Date of last lodgment of claim : **Upto**

In consideration of M/s. Exide Industries Ltd, (Location Address) (State), (hereinafter called 'the Company') having at the request of (Name of the Transport Company), having its Registered Office (Registered Office Address), Corporate Office at (Address), branch/controlling/regional offices at different parts of the country, (hereinafter called 'the Contractor'), agreed to accept this guarantee by the (bank Name) a banking company incorporated and registered under Companies Act 1956 and having license to carry on banking business under the Banking Regulation Act, 1949 having its registered (bank Registered Office Full Address), and branch situated at (Branch Full Address), (hereinafter referred to as 'The Bank') in lieu of said deposit towards earnest money deposit required from the Contractor, for the fulfillment by them of the Terms & Conditions of the Agreement entered into between the said Contractor and the Company as per the Contract Letter Reference no.:

We, the (Bank Name and Address) i.e. the Bank, do hereby undertake to guarantee and keep guaranteed the company forthwith to the extent of Rs.----- (Rupees only) against any claim, loss or damage caused to or suffered by the company by reason of any breach of the terms and conditions of the agreement entered into by the said Contractor (Transporter Name) and authorize the Company to recover the same directly from us.

The contents of the agreement/contract letter referred to above addressed Contractor by the Company to the said Contractor do form a part of this guarantee.

Contd...p/2

BG No. _____ , **dated :** _____ / /2019

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

(a) our liability under this Bank guarantee shall not exceed to

(b) this Bank guarantee shall be valid; and

(c) we are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand (and which should be received by us) at our (bank name branch and address)(Payable at kolkata) , on or before **and the Bank shall be discharged of all its liabilities under the Guarantee thereafter, irrespective of** whether or not the original Bank guarantee is returned to us.

This guarantee shall automatically stand cancelled notwithstanding that the original guarantee document may not returned to us by you.

Dated this ____ (Date) at (Location)

For (Bank Name)

For(Bank Name)

(Authorised Signatory)
(Name and Designation/ SS NO)

(Authorised Signatory)
(Name and Designation/ SS NO)