**Tender for Transportation of Finished Goods from Haldia to locations all over India**

**CONDITIONS OF TENDER**

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# SECTION 1: DEFINITION OF TERMS

## 1.0 DEFINITION OF TERMS

In this CONTRACT DOCUMENT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1. The “OWNER /COMPANY/” means Haldia Petrochemicals Ltd having Its Registered Office at TECHNA Building, EM-3, Sector-V, Salt Lake, Kolkata - 700091 and MCPI Private Limited (MCPI) having its Registered office at TECHNA Building, EM-3, Sector-V, Salt Lake, Kolkata – 700091
2. 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.
3. The OFFICER-IN-CHARGE shall mean the person(s) designated from time to time by the OWNER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
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.
9. The “FINAL CERTIFICATE” in relation to a WORK means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the Carriers issued by the OFFICER-IN-CHARGE/OWNER after successful completion and/or early termination of the Contract.
10. The “APPOINTING AUTHORITY” shall be HEAD-PROCUREMENT, or any other person so designated by the OWNER.
11. “TELEX/LETTER/FAX OF INTENT” shall mean intimation by a “Telex/Letter/Fax/Email to the Carrier that his Tender has been accepted, as per the provisions contained in such communication.
12. “VALUE OF CONTRACT” shall mean the sum estimated or the sum calculated in accordance with the rates accepted in the Tender and/or in the CONTRACT. However, the actual payment shall be made based on the work executed.
13. “LANGUAGE FOR INSTRUCTION”: All the titles, notes, instructions, etc shall be in the English Language.
14. “MOBILISATION” shall mean establishment of sufficiently adequate infrastructure by the Carrier at “SITE” comprising of office aids, appropriate manpower, who, with the so established infrastructure shall be in a position to commence and execute WORK at the site(s), in accordance with the agreed terms and conditions.

MOBILISATION shall be considered to have been achieved, if the Carrier is able to establish infrastructure as indicated above to begin WORK at all site(s)/locations as per time schedule, where so warranted in accordance with agreed schedule of WORK implementation to the satisfaction of Officer-in-Charge/OWNER.

1. “OPERATION –IN-CHARGE” shall mean a representative authorised by

OWNER to act on behalf of OWNER.

1. “SITE” means HPL and MCPI Plant Sites at Haldia.

17. “PERIOD OF LIABILITY” means till 3 months after the successful completion of the Work and/or any early termination of the Contract regions

1. “CLUSTER” means the different groups of destinations as per geographical and operational convenience. Interpretation of above shall be at the discretion of the OWNER & no representation with reference to these shall be entertained. The cluster distribution of geographies are given below:

|  |  |
| --- | --- |
| **Cluster No** | **Delivery Regions** |
| 1 | Andhra Pradesh/ Telengana/ Karnataka/Goa |
| 2 | Bihar/ Chattisgarh/ Jharkhand/ Odisha |
| 3 | Delhi/ Haryana/ Uttar Pradesh/ Uttarakhand |
| 4 | Gujarat (excluding places mentioned in cluster 11) |
| 5 | Maharashtra/ Madhya Pradesh |
| 6 | North East |
| 7 | CD/Punjab/ Himachal Pradesh/ Rajasthan/ Jammu & Kashmir |
| 8 | Tamil Nadu/ Kerala/ Pondicherry |
| 11 | Daman, Surat, Silvassa,Sarigram, Valsad,Vapi, Umbergaon,Diu, Dadra,Hazira |

# SECTION 2A: GENERAL INSTRUCTIONS OF BIDDERS

## 1.0 GENERAL INSTRUCTIONS OF BIDDERS

### SUBMISSION OF TENDER

1. 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.
2. Bidders are advised to submit technical proposals based strictly on the terms and conditions and specifications contained in the Tender Documents.
3. Addenda / Corrigenda to this Tender Document, if issued, must be signed and submitted along with the Tender Document.
4. 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.
5. Carriers must be ready to ship for each and every destinations in a particular Cluster
6. All corrections must be attested by the person signing the tender.
7. Technical Proposals / Information must not be qualified by vague/indefinite/conditional expressions such as “subject to immediate acceptance”.
8. The Tender Process should be strictly as per the instructions given in the Notice Inviting Tender.

### RECEIPT & OPENING OF TENDER

1.9 The Tender must reach the specified address within the stipulated date and time as indicated in the Notice Inviting Tender.

1.10 The Tender should be submitted strictly in accordance with the guidelines specified in the Notice Inviting Tender.

1.11 Tenders not submitted in accordance with any of the above instructions will be rejected.

## 2.0 DOCUMENTS TO BE ENCLOSED WITH THE TENDER

### 2.1 ENCLOSURES

* 1. (a) ALL relevant DATA as specified in the TENDER FORM – PREQUALIFICATION BID, along with supporting documents as applicable.
  2. In case an authorized representative has signed the Tender Documents, the relevant Power of Attorney or true copy thereof, of such signatory, duly attested by the appropriate authority.
  3. Copy of the latest Income Tax Clearance Certificate (ITCC). The ITCC should be in the name of the firm / individual quoting for the WORK. In the absence of ITCC, bidder may not be awarded the WORK tendered for, in light of Central Government directive / instructions.
  4. Registration Certificate from the Regional Provident Fund Commissioner under the provision of Employees Provident Fund &Misc Provisions Act 1952 with a separate PF Account/ Code
  5. EARNEST MONEY in the manner specified in the Notice Inviting Tender.
  6. Price bids destination-wise for the clusters the bidder want to bid for.
  7. Draft Agreement duly signed & accepted by the authorised person is a requirement. The format of the draft agreement and Bank guarantee will be uploaded after the pre-bid meeting.

### 2.2 CORRECTIONS AND 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

### 2.3 SIGNATURE OF BIDDER

The TECHNICAL BID shall be signed on all pages and annexure, by the duly authorized representatives, mentioning the name and designation of such signatory

## 3.0 TRANSFER OF TENDER DOCUMENTS

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

### 3.1 VALIDITY:

Tender submitted by the Bidder shall remain valid for acceptance for a period of “30 DAYS” from the date of opening of the Tender. The Bidders shall not be entitled during the said period of “30 days”, to revolve / vary / cancel his Tender or any terms thereof. In case the BIDDER revokes / varies / cancels his Tender or any terms thereof, the Tender may be rejected.

## 4.0 EARNEST MONEY

The Tender should be accompanied by two separate Earnest Money Deposits (EMD) of Rs.5,00,000/each in the form of Demand Draft / Pay Order (PO), from any Scheduled Bank in India, and issued in favour of HALDIA PETROCHEMICALS LIMITED and MCPI Private Limited, respectively payable at KOLKATA, along with the Pre-Qualification Bid, failing which the tender is liable to be rejected in liminie. No interest will be payable by the Owner on the Earnest Money Deposits. The owner will refund the Earnest Money Deposits of the unsuccessful Bidders on the completion of the empanelment process.For the empanelled Bidders the Earnest Money Deposits will be refunded after completion of commercial process. The earnest money deposits will be forfeited in case the bidder fails to sign the commercial contract or fails to start the operations even after award of the rate contract.

## 5.0 GST

GST (as applicable), as per current regulations, would be borne by the OWNER.

## 6.0 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.

## 7.0 TIME SCHEDULE AND BIDDER’S RESPONSIBILITY

### 7.1 TIME SCHEDULE

The successful Bidders shall be required to commence the WORK within Three (3) days after awarding of the Contract.

### 7.2 BIDDER’S RESPONSIBILITY

The intending Bidders shall be deemed to have visited both HPL and MCPI Plants 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.

## 8.0 SIGNING OF CONTRACT

The successful Bidder shall be required to execute an AGREEMENT within three (3) days of the receipt by him of the Notification of Acceptance of Tender. 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.

## 9.0 FIELD MANAGEMENT & CONTROLLING/COORDINATING AUTHORITY

9.1 The field management will be the responsibility of the officer who will be nominated by the OWNER. The Officer may also authorize his representatives to assist in performing his duties and functions.

9.2 The officer shall co-ordinate the works of various agencies engaged at site to ensure minimum disruption of WORK carried out by different agencies. It shall be the responsibility of the carrier to plan and execute the WORK strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

## 10.0 EMPANELMENT CONTRACT & FOLLOWING STEPS

10.1 The Bidder shall be deemed to have studied in details the WORK to be done within the TIME SCHEDULE and to have acquainted himself with the conditions prevailing at site.

10.2 The bidder will submit technical bids including price bids which should be read in conjunction with all the other sections of the Tender. The technical bids needs to be submitted cluster-wise. The bidder needs to specifically mention all the clusters they are interested to get empanelled.

10.3 The OWNER reserves the right to select and shortlist bidders and communicate the same to the bidders. The shortlisted bidderswill sign Empanelment contract with the Owner and will be eligible to participate in the commercial negotiation for the aggregated load of HPL and MCPI. The Empanelment contract will have no commercials involved and the commercial negotiation will be carried out **once in six months**(or at intervals defined by the owner from time to time) through reverse auction process among the empanelled transporters. The bidders willing to participate in the empanelment contract process should read all terms and conditions and submit their technical bids in the required formats. In addition to the same, the bidders need to fill the format in annexure 1 and send the same with the bids.

10.4**The half-yearly**(or at intervals defined by the owner from time to time) Reverse Auction process will be carried out on the aggregated load of HPL and MCPI cluster wise for the empanelled transporters and The OWNER at its own discretion may or may not award business to any of the empanelled transporters.

10.5 The selected transporters in the reverse auction process will sign individual rate contracts with HPL and MCPI separately for shipment of finished goods. All the applied rates, business volume and transit time details will be detailed out in respective rate contracts.HPL and MCPI will award the split of business among the transporters as per their own discretion. For Clusters 3, 4, 5 and 11, 20% of the allocated volume should be lifted through listed trucks and this calculation will be monthly; failure to do that will result in reduction of volume. Hence the bidder is required to submit the estimate of listed truck numbers in TENDER FORM\_PRE-QUALIFICATION\_BID that would be deployed for HPL and MCPI.For other clusters no such truck number submission is required.The Actual number of listed trucks needs to be submitted to HPL and MCPI at the time of signing the contract. . It is to be noted that the definition of “listed trucks” is as follows: Any listed vehicle number provided by a transporter has to be backed by an ownership document or a legal agreement giving the exclusive right to use the vehicle. The details of reverse auction process including refundable reverse auction fees will be detailed out in pre-bid meeting and/or Reverse Auction guidelines.

10.6The Bidder shall at his option, may participate inany one or more Clusters. The Bidder opting for any Cluster has to do so in Totality for theCluster. Any offer not covering such Cluster fully would be liable for rejection.

10.7The Bidder shall ensure that he has necessary infrastructure in place in all the locations for which he has quoted.

## 11.0 POLICY FOR TENDERS UNDER CONSIDERATION

11.1 The OWNER, if necessary, will obtain clarifications on the Tender by requesting for such information / clarifications from any or all the Bidders, either in writing or through personal contact, as may be necessary.

11.2 The OWNER is not bound to give any justification to any BIDDER for rejection of any tender.

## 12.0 AWARD OF CONTRACT

12.1 The acceptance of Tender will be intimated to the successful Bidders by THE OWNER either by E-mail / Fax or by Letter or like means defined as LETTER OF ACCEPTANCE OF TENDER.

12.2The OWNER will be the sole judge in the matter of award of CONTRACT and the decision of the OWNER shall be final and binding.

12.3 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.

12.4 HPL and MCPI, at their discretion, will allocate business volume maximum upto 60% of volume as decided by the owner, in a cluster/destination at their quoted and/or agreed rate depending on the volume of business and number of carriers being more than one in that particular cluster.

12.5Bidders may participate for all the eligible clusters but may not be awarded beyond 5 clusters for HPL.

12.6 THE OWNER Management reserves the right to change Cluster and use services of any transporters in any cluster during the contract period in case of emergency

12.7 THE OWNER reserves the right to revise the allotted volume depending on the performance. For Clusters 3, 4, 5 and 11, 20% of the allocated volume should be lifted through listed trucks and this calculation will be monthly; failure to do that will result in reduction of volume. . It is to be noted that the definition of “listed trucks” is as follows: Any listed vehicle number provided by a transporter has to be backed by an ownership document or a legal agreement giving the exclusive right to use the vehicle.

12.8 THE OWNER 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.

12.9 In case any new delivery destination is added in the empanelment cycle the same will be notified to transporters and the OWNER at its own discretion will include those destinations in scope of work of the applicable transporters.

## 13.0 LOCAL CONDITIONS

13.1 It will be imperative on each Bidder to inform himself of all local conditions or any other factors which may have any effect on the execution of WORK, covered under the Tender Document

13.2 It must be understood and agreed that such factors have properly been investigated and considered by the Bidders while submitting the tender.

# SECTION 2B: SPECIFIC INSTRUCTIONS TO BIDDERS

## SPECIFIC INSTRUCTIONS TO BIDDERS

Bidders must provide all relevant details as specified in the Tender document. Please ensure that the information submitted by you are complete, meaningful and authentic.

## BANK GUARANTEE

The nature of finished goods are different for HPL and MCPI and hence there is a need to have different coverage during transportation.The Carrier will deposit a Bank Guarantee (***applicable only for HPL***) post shortlistingafter completion of the Reverse Auction Process. HPL along-with the CARRIER will decide to top-up the rates finalized in the reverse auction process by a fixed amount in-lieu of deposit of the bank guarantee.

MCPI will execute the contract with the rates finalized in the reverse auction process

2.1 **Bank Guarantee for HPL:** The CARRIER shall deposit fixed Bank Guarantee of Rs. 50.00 lakhs (Rupees fifty Lakhs only) irrespective of number of clusters the transporter has won after reverse auction. The transporter will submit the bank guarantee before signing of the rate contract with HPL. Any empanelled transporter who is not selected after reverse auction once in the empanelment cycle need not submit any bank guarantee to HPL. The Bank guarantee amount will be refunded to the transporter at the end of the empanelment cycle.

The carriers shall submit the said Bank Guarantee by way of Demand Draft favouring “Haldia Petrochemicals Limited „and payable at Kolkata within three days of the issue of LETTER OF ACCEPTANCE OF TENDER by HPL.

HPL will reimburse the transporter by Rs.3/ ton for Bank guarantee charges .This will be over and above the rate arrived at Reverse Auction. The Transporter will add the above charges in their billing cycle.

It shall be lawful for HPL to appropriate/forfeit/adjust the entire Bank Guarantee or any part thereof against non-performance, losses, damages, costs, charges or expenses arising out of the CARRIER‟s failure or negligence to comply with any of the terms and conditions of contract. HPL‟s decision regarding the basis of computation and quantification regarding the quantity, quality and value of goods lost / damage suffered shall be final and not open to question by the CARRIER. This is without prejudice to the other legal remedies available to HPL.

In the event of termination of Agreement, on account of the Contract Rate of CARRIER not being accepted/agreed between HPL and the CARRIER, , Bank Guarantee shall be returned by HPL without any interest , subject to such adjustment and/or deductions on account of any obligations arising out of terms and conditions of this Agreement

## PAYMENT TERMS

Payment of carrier bills will be made by THE OWNER at Kolkata / Haldia , by Online Fund Transfer (RTGS / NEFT) / Account Payee cheques, within 30 days from the date of receipt of complete and clear bills along-with necessary, prescribed supporting documents ( Bills, Proof of Delivery, Customer Acknowledgement etc ). Income Tax would be deducted from the carriers’ bills as per the existing IT Rules at the time of payment.

## CONTRACT PERIOD

The Empanelment Contract shall be valid for a period of One Year (12 Months) from the date of initiation of the Agreement. However, it will be open to the Owner to change the contract period as may be determined by him, if felt necessary, on the same terms and conditions. The OWNER reserves the right to terminate the contract at any time during the contract period without assigning any reason thereof. The Empanelment Contract will contain allterms and conditions except cluster allocations and freight rates for the specified period.

## 5.0 SUSTAINABILITY OF TRUCKS

In order to prevent delay due to impounding/ delay in unloading/ damage or other adverse effect with reference to consignment of products proposed to be transported by this tender, the carrier must always ensure that the trucks provided are:

5.1 In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of product over long distances. The loading capacity of all trucks will be as governed by RTO registration regulations.

5.2 Equipped with all the permits & licenses (e.g.) Interstate road permits from respective transport authorities required for authorized road movement

5.3 Owned or otherwise belong to the Carrier, even if trucks, are hired / do not belong to the carrier, shall not absolve the contractor for many of the obligations under this contract or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.

5.4 Trucks provided should be fit to carry products over long distance without transhipments and damaging consignment during transit. Otherwise the company will have full power to refuse to put such trucks to use which do not fulfil these conditions. THE OWNER also reserves the right not to make payments for detention/ hire charges

5.5 **HPL Truck Requirement** - The Consignments are required to be adequately covered with minimum 4(Four) layers of tarpaulins on the top and surroundings to the satisfaction of the HPL out of which two layers at the top has to be waterproof / wax coated to protect the material from any kind of water ingress. In case of half bodied trucks, sufficient size of tarpaulin coverage to be given to both the sides of the truck. At the bottom of consignment on platform of the truck, good quality / thick plastic sheet is required to be provided to avoid any damage to the packing of the consignment. If containerised trucks are provided by the carriers then those have to leakage proof and have to pre-checked. Extra plastic liner (thickness not less than 100 microns) has to be provided with each truck as extra measures to protect the quality of goods from getting deteriorated during rainy season. Extra liner hasto be provided by the carrier mandatorily during the period from 15th June to 31st October and also occasionally on other rainy days. For orders of some specific customers, as and when asked by HPL, Extra Liner (Plastic Sheet) has to be provided. HPL may also ask Carriers to supply Containerised trucks for carrying materials exclusively for some specific customers

5.6 **MCPI Truck Requirement**–

i. Transporter shall arrange good quality truck &trailers for timely delivery of the Product from the Plant to the delivery point/destination/plant of the Customer as per the requirement of MCPI. The trucks and trailers to be provided for performance of the Transportation Services shall be in good running condition and fit for transportation of the Product and shall always be equipped with statutory licenses, permits, regulations etc. which are mentioned in ‘Motor Vehicles Law & Rules’ or any other applicable law for the time being in force. Such trucks and trailers shall be properly checked for roadworthiness, adequacy and condition of carriage and body, fixtures, fitments and equipments, mechanical fitness, competence of the respective crew members to handle the Product and emergencies related thereto, adequacy of documents as per statutory regulations and customer’s requirements, and such other guidelines as may be required statutorily and to preserve the quality of the Product loaded till it’s final delivery at the destination or delivery point and acceptance by the intended customer in good order. Transporter shall arrange all the permissions and follow all the rules and regulations relating to transportation of the Product through rakes.

ii. MCPI 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.

iii. In case such trucks and trailers are either not placed at the Plant exactly on the scheduled date and time as mentioned in the Delivery Order or not found in accordance with MCPI’s requirements, MCPI shall have the discretion to refuse acceptance of the trucks and trailers and no payment for detention or any other charges shall be released for such trucks and trailers.

## 6.0 TRUCK LOADABILITY

6.1 Standard Loading will be ensured as per payloads. This may vary according to vehicle capacity but within permissible limits as governed by RTO registration book / RLW provision of amended Motor Vehicle Act 1989 / State Govt. or Central Govt. Regulations.

6.2 The Net Weight of the consignment excluding weight of bags as per various documents related to movement under this contract will be treated as final and shall be binding on the CARRIER

6.3 The company is not bound by quantities and will not be responsible for any variations in the actual quantities transported during the period of contract and no compensation whatsoever will be payable to the Carriers if there is any variation from the quantities indicated

6.4 **HPL Products & Packing -**

The nature of packaging and product to be transported are given as below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Form** | **Nature of Packaging** | **Net.Wt. kgs** |
| Polymers | Granules  (i) | Plastic Woven Sacks | 25(ii) |
|  | (Sack Wt.126 gms approx.) |

1. Around 5% of the indicated total volume of Polymers will be in the form of Powder packed in 20 Kg bags which needs to be transported along with granules. Considering the difference in load-ability between granules and powder, a reasonable separate freight rate will be worked out for carrying polymer powder on per MT basis. This will be announced at the time of award of contract. The rate as fixed by HPL will be binding for all transporters and all destinations. The duties and responsibilities of the carriers remain unchanged for despatch of powder.
2. In case, HPL plans to despatch Polymer Granules packed in FIBC [Flexible Intermediate Bulk Container] bags of 500 KG – 1000 KG each, the duties & responsibilities of the Carrier remain unchanged.

6.5 **MCPI Products & Packing -**

i. MCPI shall provide load to every trucks and trailers in such manner that maximum payload utilization can be achieved subject to the pack-size of the Product and the permissible limit of Gross Vehicle Weight specified in the trailers’ registration document.

ii. Transporter shall ensure that trucks and trailers are not overloaded under any circumstance and during any leg of the entire span of transit, and that the actual quantity loaded in every trucks and trailers are within the permissible payload limit as per the statutory norms.

iii. MCPI shall load the Product, in the container, packed in Flexible Intermediate Bulk Container (FIBC) with a net Product content not exceeding 1200 Kgs in each FIBC. However, the pack-size of the Product may be suitably modified from time to time to suit the requirements of MCPI.

|  |  |  |  |
| --- | --- | --- | --- |
| Product | Form | Nature of Packing | Net Wt. (kgs) |
| PTA | Powder | Packed in flexible powder bag | 1200 |

## 7.0 PLACEMENT OF TRUCK AND PERFORMANCE OF CONTRACT

7.1 The operational procedure for HPL and MCPI will be detailed out in the empanelment contracts before the reverse auction. The operational procedure and requirements may be different for HPL and MCPI. The Carrier is responsible for providing the required number of trucks for each destination demanded by the respective companies, on day to day basis within specified working hours as per the operational details in Empanelment Contracts.

7.2 It will be the contractor’s responsibility to ascertain such requirements from authorized personnel of the Company, daily between 5.30PM and 7.30 PM for the following day

7.3In Order to meet immediate demand, THE OWNER may issue indent for trucks to be placed on the same day.

8.0 INDENT & PLACEMENT

The Carrier will be responsible for providing required number of trucks at

THE OWNER’s plants at Haldia or any other location as designated by THE OWNER from time to time, as per Indent for each destination within specified working hours, generally as under:

8.1 Reporting time: 6 a.m. to 4 p.m. at entry gate. However 75% of the total trucks requisitioned must report by 12 noon and balance soon thereafter.

8.2 THE OWNER reserves the right to accept / refuse any trucks reporting after 4 pm

8.3 Any change in reporting time, which may be made at the sole discretion of the company (THE OWNER) from time to time will be binding on the Carrier.

8.4On reasonable requirements of HPL, CARRIER may need to bring back material from the consignee end to plant at Haldia as per the advice of HPL. Forward freight rate as applicable for that destination from Haldia, will be applicable for such movement with other terms and conditions remain the same

## 9.0 NON PERFORMANCE PENALTY

9.1The 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.

9.2 In case the contractor fails to provide the required number of trucks per day per destination, the company will have the right to hire trucks form alternate source at the risk and cost of the defaulting contractor. All additional extra expenses incurred by THE OWNER on this account shall be recoverable from the defaulting carrier. This will be over and above the non-placement penalty as mentioned in Clause 9.1

## 10.0 LOADING / UNLOADING / STACKING & TRANSHIPMENT / CLUBBING &MIXING

10.1 The Carrier shall not load any material other than company’s product issued from its plant / warehouse, as indicated in the LR & Invoice.

10.2 The loaded truck once released from plant 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

10.3 Transhipment of consignment during transit is strictly prohibited (unless

Otherwise company has given prior permission in writing for a specific case). The company reserves the right to impose a lump-sum penalty of Rs.10000/- per consignment as penalty for violation of this condition.Transhipment penalty shall not be applicable for Cluster-6 (NES) which only contains HPL destinations. However, this will not dissolve the duties & liabilities of the carriers for safe & sound delivery of the material to the consignee. If any deviation is found where the carrier has transhipped the material without the written approval from THE OWNER in the Clusters other than NES, then the carrier may be blacklisted from THE OWNER apart from other penalties imposed thereof. Therefore, written permission through e-mail in this case is mandatory

For each and every transhipment case including the consignments for NES, carriers to ensure necessary changes in GST E-WAYBILL are done for such transhipment cases within the timeline. Carrier is solely responsible for any consequence due to any laps in this regard.

10.4 Lorry receipt & other documents shall have to be furnished as per theCompany’s requirement.

10.5 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.

## 11 TRANSIT TIME & DELIVERY

11.1 TRANSIT TIME : The consignment entrusted to the carrier must report at the destination assigned as per GC Note / Invoice, within the maximum permissible transit period failing which late delivery penalty shall be deducted @ Rs. 100 / MT / DAY or such amount as may be decided by the Company from time to time. Transit time will start from the date following the date of the LR, and will extend till the day prior to date of reporting at the destination as certified by the Consignee on the LR.

11.2 Consignment withheld by carrier in their Godown in transit without written permission from THE OWNER office, Haldia, will attract late delivery penalty, transhipment penalty and shall attract recovery of loss / damage caused by expiry of Insurance cover / claim. Losses will have to be borne by the Carrier

11.3 Communication: At the destination, the concerned office of the Company / Consignment Stockiest / Consignee must be contacted and endorsement on the LR should be obtained from warehouse in-charge immediately on delivery. This will be required for HPL only.

11.4 Documentation: Total quantity as mentioned in issue documents must be delivered at one time and not in instalments. The carrier will have to obtain short receipt endorsement on the LR from the receiving warehouse in-charge, in case of any shortage/ damages noticed at the time of unloading. The carrier is also required to get the acknowledgement from the customer in the LR for delivering relevant Copy of Invoice (Duplicate for Transporter) to be obtained from the customer.

11.5 Safety: The carrier shall be solely responsible for any act of negligence by him or his crew (driver/ cleaner etc). & all the consequences arising out of its including loss/ damage to the consignment & the environment. If the CARRIER his employee(s)/agent(s)/representative(s) is found guilty of causing damage, breaking and/, or defacing and/or destroying any property including building, machineries, structures belonging to THE OWNER or of others within Plant premises during execution of the Contract, the same shall be made good by the CARRIER at his own risk and cost and in default thereof, the affected party/ parties may cause the same to be made good by other agencies and recover expenses from the CARRIER. In case of physical injury caused to THE OWNER employees and / or others within Plant premises due to fault and / or the negligence and/ or wilful acts or omissionof the CARRIER his/ its employee(s) / agent(s)/ representative(s) a penalty of not exceeding Rs 1, 00,000.00 per injury shall be levied onCARRIER.

In case of fatal accident caused to THE OWNER employees and/ or others within Plant premises due to fault and / or the negligence or wilful acts or omission of the CARRIER his employees/ agents/ representatives the compensation claimed by the owner per fatality shall be levied on CARRIER Penalty money shall be realized from the CARRIER. Such realization shall be made first by adjusting the CARRIER's Bills.CARRIER shall pay the balance penalty, if any, without delay and demure. These safety penalty amounts are standard for HPL. MCPI will investigate and impose such penalty based on incidents and the amount mat vary on case to case basis.

The CARRIER will be exclusively liable for the payment of the aforesaid penalties notwithstanding any other compensation and/or reliefswhatsoever that might be paid by any other statutory authorities or otherwise.

11.6Weighment: The Net Weight of the consignment (excluding weight of plastic bags) as per documents related to movement, will be treated as final.

## 12. TRANSIT INSURANCE OF CARGO

HPL will take an appropriate Insurance Policy covering losses in transit. However the premium amount @ Rs. 9 / MT (or as intimated from time to time) shall be recovered from the respective carriers. This insurance premium will be added over and above the freight rate decided by the Reverse Auction as a top up. MCPI will have no such rate top-ups in their freight rates.

## 13. NON-DELIVERY OF CONSIGNMENTS /DOCUMENTS

### 13.1 LOSS OF GOODS IN FULL/ PART DUE TO ACCIDENT/ THEFT IN TRANSIT

In above cases, it will be the responsibility of the carrier to ensure submission of Police FIR/GD, Final investigation report, photograph of the incidence and to ensure presence of carrier representative during spot and/or final survey by authorized surveyor of nominated insurance company. The loss of goods will be recovered initially from the Carrier and shall be reimbursed by THE OWNER only to the extent of receipt of the relevant insurance claim. Carrier shall send the intimation of the accident/ loss in transit by email / telegram / fax to the company’s Logistics personnel at Haldia and the destination office. This should be intimated immediately but not later than one day from the date of accident (For MCPI in-transit accident cases, the transporter is responsible to bring back the consignment to MCPI without any freight for both the sides). If such intimation is not received within above period, the company will immediately proceed for recovery of appropriate value of the losses as mentioned above. Any final decision taken by Company in this respect, including termination of the contract, shall be binding on the Carrier. However the carrier shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim.

13.2 It is desirable that the CARRIERS are having web based live tracking system in their portal which will help other interested parties including THE OWNER to track any consignment whenever required. It is expected that the above tracking is based on GPS technology and or other advanced technology. CARRIERS are desired to give access to the interested parties and THE OWNER of such facilities. It is mandatory that the carriers to submit the tracking report of each and every consignment in the prescribed format, for uploading in HPL’s WebApp/WebPortal and Tracking Report in mail to MCPI, by 12pm every day, failing which a penal amount of Rs. 500/instance may be imposed at the discretion of HPL or MCPI. It would be imperative for the carriers to input the correct data in the given formant as per the timeline and any wrong/delayed information may subject to imposition of penalty of Rs. 5000 per case. Continual improvement on tracking system with the technology is to be ensured by the carrier.

13.3 MISSING TRUCKS: Carriers are required to take all reasonable care to ensure that the products are transported through the trucks for which the carrier has right of ownership for use. However, if any truck is found missing and remains non-delivered within a reasonable period of time the full value of the consignment will be immediately recovered from the bill of carrier, notwithstanding the fact that the material in trucks is / was insured by the company. If THE OWNER is convinced that the non-delivery is due to malafide act of the concerned carrier or its representative, Company reserves the right to recover the full value of such consignment at a penal rate, which may be up-to twice the value of the concerned consignment from the carrier. The incident of missing / non delivery of consignment, should be reported to the company (Logistics personnel at Haldia) immediately and not later than 1 Day over prescribed transit period to protect insurance claim, arising out of loss.

13.4 REJECTION DUE TO INORDINATE DELAY: In case of any inordinate delay in delivery beyond 7 days of the scheduled transit time, the consignment may get rejected and the defaulted CARRIER may be debited the Invoice value at sole discretion of the OWNER along with associated cost, if any, to issue replacement material to the consignee. The refund of the debited amount will be made upon the sale of the returned consignment deducting the loss of value, if any.

13.5 DAMAGES: Losses to THE OWNER due to damage / pilferage / tampering / contamination / water seepage / etc of the bags during loading / unloading/ transportation upto 0.5% of invoice value per consignment will be recovered from the carriers bills based on claim by the Consignee. In cases, where the loss on account of such damages is in excess of above limit, the deduction would be as per assessment of the Insurance Surveyor. The Carriers will be reimbursed with these deductions to the extent of compensation recovered from the insurance companies.

In case, any consignment, part or full is required to be brought back to Haldia plant/HPL Godown at West Bengal because of any in transit issue where the concerned carrier is responsible, the original trip from Haldia to the point of delivery/incident will be deemed as futile trip. In case of diversion of the consignment to any other location for subsequent sale/salvage, carrier will be entitled for the freight payment from Haldia to the diverted location for the consignment, part/full as applicable.

13.5 MALPRACTICE : In case of pilferage of materials from product bags by tampering stitches or by damaging the product bags, THE OWNER at its sole discretion, shall impose a penalty of Rs. one Lakh (Rs 1,00,000/- only) in addition to recovery of all the direct and consequential losses arising out of such pilferage. For such losses of materials, Survey shall be done as per clause of insurance policy and insurance claim shall be raised based on submission of FIR (not GD) by concerned CARRIER. Further, THE OWNER shall not be responsible, if such claims are not accepted by Insurance Co.

If the crews of any vehicle provided by the CARRIER is involved in any malpractice, THE OWNER will be entitled to suspend the operation of the vehicle and its crews forthwith and to conduct an investigation into such malpractice/s.

If however, the investigation reveals the involvement of the CARRIER / his employees / associates in such malpractice, THE OWNER shall have the right to terminate the contract forthwith without any cost or consequence to THE OWNER and/or recover the losses so incurred both direct & consequential arising out of such malpractice by the CARRIER.

Tampering in LR by the CARRIER or by the person engaged by the CARRIER, if detected, will be treated as malpractice. Defaulted CARRIER shall be penalized with a penal amount of Rs 10,000/- (Rupees ten thousand only) per incident in such cases and will also be criminally liable as per the law of the land

12.6 LOSS OF ORIGINAL DOCUMENTS: Any loss incurred due to loss of Original Documents from the custody of the Carrier, will be recovered from him

# SECTION 3: GENERAL CONDITIONS

## INTERPRETATION OF CONTRACT DOCUMENTS

1.1 GENERAL: Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Should there be any discrepancy, inconsistency, error or omission in the CONTRACT, or any of them, the matter may be referred to the OPERATION-IN-CHARGE who shall give his decisions and issue to the Carrier instructions directing in what manner the WORK is to be carried out. The decision of the OPERATION-IN-CHARGE shall be final and conclusive and the Carrier shall carry out WORK in accordance with the decision.

1.2 HEADING AND MARGINAL NOTES: Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Should there be any discrepancy, inconsistency, error or omission in the CONTRACT, or any of them, the matter may be referred to the OPERATION-IN-CHARGE who shall give his decisions and issue to the Carrier instructions directing in what manner the WORK is to be carried out. The decision of the OPERATION-IN-CHARGE shall be final and conclusive and the Carrier shall carry out WORK in accordance with the decision.

1.3 SINGULAR AND PLURAL: IN CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa whereas the context so requires. Words implying „Persons‟ shall include relevant „Corporate‟Companies / Registered Associations / Body of Individual / Firm of Partnership as the case may be.

1.4 IN CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa whereas the context so requires. Words implying „Persons‟ shall include relevant „Corporate “Companies / Registered Associations / Body of Individual / Firm of Partnership as the case may be.

1.5 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT as far as it may be practicable to do so.

1.6 Where any portion of the General Condition of Contract is repugnant or at variance with any provisions of the Special Conditions of Contract unless a different intention appears the provisions of the Special Conditions of Contract and shall to the extent of such repugnance, or variations, prevail.

1.7 Wherever it is mentioned in the specifications that Carrier shall perform certain WORK or provide certain facilities, it is understood that the Carrier shall do at his own cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

## 2.0 BIDDER TO OBTAIN HIS OWN INFORMATION

The Bidder in fixing his rate shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purpose of preparing his tender. The Bidder shall be deemed to have examined the TENDER DOCUMENT, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his Tender; Any error in description of quantity or omission there from shall not vitiate the TENDER or release the Bidder from executing the WORK comprised in the CONTRACT according to the SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORK.

## TIMELY PERFORMANCE

The WORK covered by CONTRACT must commence within 3 (Three) days after the signing the rate contract. The Carrier should bear in mind that time is the essence for this agreement. Request for revision of mobilization time after tenders are opened will not receive consideration.

## BANK GUARANTEE:

The successful Bidderafter empanelment process will have to furnish Bank Guarantee for HPLas specified in the section Specific Instructions to Tenders.

Whenever any claim against the Carrier for the payment of a sum of money arises out or under the CONTRACT, the OWNERshall be entitled to recover such sum by appropriating in part or whole the Bank Guarantee of the Carrier. In the event of the Bank Guarantee being insufficient, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Carrier. The Carrier shall pay to the OWNER on demand any balance remaining due, failingwhich the owner shall be at liberty to initiate any legal proceedings against the carrier.

## FORCE MAJURE:

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which force Majeure event lasts. The cost and loss sustained by the either party shall be borne by respective parties.

The term “ Force Majeure” as employed herein shall mean acts of God, natural calamities, war (declared or undeclared), revolts, riots, fires, rebellions, explosions, flood, cyclone, sabotage, civil commotion and acts and regulations of respective Governments of the two parties, namely the OWNER and the Carrier.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (seventy two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

If deliveries of bought out items and / or works to be executed by the Carrier are suspended by Force Majeure conditions lasting for more than 2 (two) months, the OWNER shall have the option to terminate the CONTRACT.

## 5.0 COMPENSATION OF DELAY (LIQUIDATED DAMAGES)

Kindly refer Specific Conditions to Bidders. [Section 2B]

## 6.0 ACCEPTANCE OF TENDER CONDITIONS:

The Bidder shall sign on each page of the Bids submitted, as token of their unconditional and absolute acceptance of all the terms & conditions of the TENDER. The bidders willing to participate in the empanelment contract process should read all terms and conditions and send their agreement of participation duly signed in the format attached in Annexure 1.

## 7.0 TERMINATION – FAILURE BY THE CARRIER TO COMPLY WITH THE

## PROVISION OF THE CONTRACT

7.1 If the Carrier refuses or fails to execute the WORK within the time specified in the CONTRACT or extension thereof or fails to perform any of the obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT in the opinion of the OWNER, it shall be open to the OWNER at its option by written notice to the Carrier to any of the following actions.

1. TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date decided and intimated by the OWNER, where upon the Carrier shall stop forth with any of the CONTRACT WORK then in progress, except such WORK as the OWNER may, in writing, require to be done. The OWNER may take over the WORK remaining unfinished by the Carrier and complete the same through a fresh Carrier by other means at the risk and cost of the Carrier, who shall be liable to the OWNER for any such excess cost occasioned by such WORK having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of rates.
2. WITHOUT DETERMINING THE CONTRACT to take over the WORK of the Carrier of any part thereof and complete the same through a fresh Carrier or by other means at the risk and cost of the Carrier. The Carrier would be liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of rates, occasioned by such works having been taken over and completed by the OWNER

7.2 Termination of the CONTRACT as provided for in sub-clause 7.1 (a) above shall not prejudice or affect the rights of the OWNER which may have accrued up to the date of such termination

## 8.0 CARRIER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE NO 7.0

In any case which any of the powers conferred upon the OWNER BY CLAUSE 7.0 thereof shall become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable, in the event of any further case of default by the carrier for which by any clause or clause hereof he is declared liable to pay compensation amounting to the whole of his Bank Guarantee, and the liability of the Carrier for past and future compensation shall remain unaffected.

## 9.0 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE

No Director, or official or employees of the OWNER shall in any way be personally bound or liable for the acts or obligation of the OWNER under the CONTRACT or answerable for any default of commission in the observance or performance of any of the acts matters or things, which are herein contained.

## 10.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION

The Carrier shall not be entitled to any increase on the schedule rates or any other claim whatsoever by reasons or any representation, explanation statement or alleged promise of guarantees given or alleged to have been given to him by any person.

## 11.0 CARRIER’S FIELD OFFICE AT SITE

The Carrier shall provide and maintain a field office at Haldia with all facilities like Phone, Fax, Email etc for his Supervisor and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The compliance of these shall be communicated to the Officer-in-Charge from time to time.

## 12.0 CARRIER’S SUBORDINATE STAFF AND THEIR CONDUCT

12.1The Carrier on or after award of the WORK 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

12.2 If and when required by the OWNER the Carrier’s personnel entering upon the Owner’s premises shall be properly identified by badges of a type acceptable to the OWNER which must be worn at all times on Owner’s premises. Carrier may be required to obtain daily entry passes for his staff/employees from OWNER to work within operating areas. These being safety requirements, no relaxation on any account shall be given to Carrier.

## 13.0 SUB-LETTING OF WORKS:

No part of the CONTRACT or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CARRIER directly or indirectly to any person, firm or corporation whosoever without the consent in writing of the OWNER.

## 14.0 RIGHT OF VARIOUS INTEREST:

(i) The OWNER 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.

(ii) Whenever the WORK being done by any department of the OWNER or by other agency (ies) employed by the OWNER is contingent upon WORK covered by this contract, the respective rights of the various interest involved shall be determined by the Officer-in-charges to secure the completion of the various portions of the WORK in general harmony.

## 15.0 REDUCTION IN SCOPE OF WORK BY OWNER:

15.1 If at any time after acceptance of tender, THE OWNER/Officer-in-charge 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 Officer-in change 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.

15.2 If the CONTRACT is terminated as per Tender, the Carrier shall be paid by the OWNER for such WORK executed the accepted by OFFICER-IN-CHARGE prior to the date of termination, at the rates provided for in the CONTRACT.

## 16.0 PAYMENT IF THE CONTRACT IS TERMINATED:

If the CONTRACT shall be terminated as per Tender, the Carriers shall be paid by the OWNER 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 OFFICER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT.

## 17.0 LANGUAGE AND MEASURES:

All documents pertaining to the CONTRACT including specification, schedules, notices, correspondence, operating and maintenance instructions, or any other writing shall be written in English language. The Metric system of measurement shall be sued in the CONTRACT unless otherwise specified.

## 18.0 TRANSFER OF CUSTODIANSHIP:

The CUSTODIANSHIP of materials dispatched by OWNER through the Carrier shall pass on to the CONSIGNEE at the point of time that the same is finally accepted by the CONSIGNEE.

## 19.0 RELEASE OF INFORMATION:

The Carrier shall not communicate or use in advertising, publicity, sales releases or in any other medium, any subject matter concerning the WORK without prior written permission from the OWNER.

## 20.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

# SECTION 4: TAXES, INSURANCE & STATUTORY OBLIGATIONS

## 1.0 INCOME TAX

Deduction of Income Tax on the gross value of WORK executed at the rate applicable from time to time under Income Tax Rules or an Act of Parliament will be made from the bill of the Carrier.

## 2.0 TAXES, DUTIES, OCTROI ETC

The Carrier has to accept full and exclusive liability for the payment of any and all statutory payments, Taxes, Duties, etc. as applicable, now or hereafter imposed by any Central or State Government authorities which are imposed with respect to the continuation of the contract. Necessary Tax deductions at source will be made as per rules and regulations in force in accordance with acts prevailing from time to time.

## 3.0 SALES TAX / TURNOVER TAX

Bidder should quote Rates including the liability of Tax /Turn over Tax / Trade Tax / Municipal Tax and any surcharge, whether on the works contract as a whole. Owner shall not be responsible for any such liability of the carrier in respect of this CONTRACT.

## 4.0 LIABILITIES

The CARRIER agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed in connection with the contract, and further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by Central, State or Local Authorities from all claims, suites and proceedings that may be brought against the OWNER arising under, growing out of or by reason of the WORK provided for by this CONTRACT, which would among others include the following :

(i) The Carrier shall indemnify and keep the OWNER harmless of all claims and damages to property or to any person or any third party Contract labour arising by reason of execution of the agreement or CONTRACT.

(ii) The Carrier shall be solely liable to obtain and to abide by all necessary licenses / permissions from the concerned authorities as provided under the Contract Labour (Regulation & Abolition) Act 1970.

(iii) The Carrier / Carrier shall be responsible for necessary contribution towards PF, family pension, ESIC or any other statutory payment to Government agencies as applicable under the law in respect of the contract and personnel employed by the Carrier for rendering service to THE OWNER and shall deposit the required amounts with the concerned statutory authorities on or before the due dates. Each Carrier shall obtain a separate P.F number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer’s administration / inspection charge thereof, wherever applicable in respect of the personnel deployed by him relating to the WORK of THE OWNER.

(iv) The Carrier shall regularly submit all relevant records / documents in this regards to THE OWNER representative for verification and upon such satisfaction, only THE OWNER will release payment of the amounts due.

(v) The Carrier shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the Carrier.

(vi) The Carrier shall ensure regular and effective supervision of the personnel deployed by him.

**(vii) The Carrier must have GSTN or Carrier Registration No. under GST.**

## 5.0 COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:

5.1The 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.

5.2 The Carrier shall pay fair wages to all persons employed by him and will not indulge in any unfair labour practice.

## 6.0 ARBITRATION:

Any dispute or difference of any nature whatsoever, any claim, cross claim, counter claim and set off by THE OWNER against the CARRIER or regarding any rights, liability, act omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole arbitrator to be nominated by THE OWNER. It is also a term of this contract that no person other than a person nominated by THE OWNER as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the Agreement subject to the modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

The award shall be made in writing and published by the arbitrator within three months after entering upon the reference or within such extended time not exceeding further six months as the sole arbitrator shall think fit. The parties shall be deemed to have irrevocably given their consent to the arbitrator to make and publish the award within the period referred to herein above and shall not be entitle to raised objection or protest thereto under any circumstances whatsoever.

The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as having regards to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all power under the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be at Kolkata and the arbitration shall be conducted in English Language.

## 7.0 JURISDICTION:

The Contract shall be governed by and construed according to the laws in force in India.

# SECTION 5: CERTIFICATES, REFULLING SCOPE FROM HPL CP AND PAYMENT

## SCHEDULE OF RATES AND PAYMENTS: (PART OF PRICE BID)

1.1 SCHEDULE OF RATES TO BE INCLUSIVE (PART OF PRICE BID)

The rates decided by reverse auction and applicable top-ups (Bank Guarantee and Transit Insurance for HPL) shall remain fixed for the entire period of the Rate Contract and shall not be subject to change, , except for fluctuations in the price of HSD, as specifically indicated separately. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risk of every kind to be taken in executing and completing the WORK to the satisfaction of the OWNER by the CARRIER. The carrier shall be deemed to have known the nature, scope of magnitude and the extent of the WORK required through the CONTRACT DOCUMENT. Bidder shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such system of WORK as may be reasonable and necessary to complete the WORK. The opinion of the Operation-in-Charge to the systems of the WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the Carrier although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

1.2 The rates prescribed in the rate agreement will be inclusive of:

1. All applicable taxes that may be imposed during contract period by any Central / State / HDA / Municipal or other bodies, on the vehicle, levies on the value of the material carried. However, the contract rates referred to in Rate Agreement are exclusive of all taxes payable in respect of the goods. These rates in Rate Agreement are also exclusive of applicable taxes.
2. All incidental / miscellaneous expenses which are required to be incurred in order to discharge the contractual obligation as mentioned herein shall be exclusively borne by the CARRIER.
3. Any charges towards statutory levies, rates for labour employed by the CARRIER as prescribed by any statutory body or Government Agency wherever in force.
4. No escalation of any kind will be granted on any ground whatsoever, including but not limited to, increase in the cost of spares / tyres or levies as mentioned above. The rate per MT shall however be subject to variation on account of variation in the price of high-speed diesel (subject to the conditions laid down in the following paragraph) as officially announced by the Government of India from time to time. The variation in rate per MT (based on assumed 15 MT loadability per truck) shall be calculated on the basis of consumption of HSD @ 4.0 KM per litre of HSD and the prices of HSD as prevailing at Kolkata shall be considered. The quoted rate shall be based on HSD price prevailing at IOC published rates in Kolkata as on 1st May, 2019(Rs.XX / liter). The variation in rates on account of changes in the prices of HSD, as mentioned above, would be subject to:

a) The Average HSD Price for a month will be calculated from 25th-24th cycle based on IOC published rates in Kolkata

b) The revised transportation rates would be changed only if there is a variation(+/-) of more than Rs 1 per litre from the HSD rates considered in the prevailing freight rate.

1. The rate for a particular destination should be made applicable for such destinations which are not specifically listed in the Rate Agreement but which fall within a radius of 50 KM of the quoted destination.
2. In case a new freight destination is required which is falling beyond 50KM from the existing nearest freight destination, freight for such freight destination is to be finalized by extrapolating the applicable freight of the existing nearest freight destination.
3. The rates take into consideration that a single truck may be loaded with consignments requiring delivery at two or three points. The indicative volume of three points delivery may be to the extent of 10-25% of the total allocation to CARRIERS.
4. Tax will be deducted at source (TDS) as per applicable rate

## 2.0 REFULLING SCOPE FROM HPL CONSUMER PUMP:

Notwithstanding the above, in order to avail of economic and operational efficiencies, CARRIERS are advised to top-up their trucks with HSD from the HPL Consumer Pump (“CP”) set up outside Gate # 2 of HPL plant on their way out after loading, on production of valid Lorry Receipt (LR) at the CP. Detailed terms, conditions and advantages of fuelling at the HPL CP is provided in the HPL CP Terms and Conditions document attached with this Agreement, and which may be also downloaded from the HPL Consumer Pump webpage.

## 3.0 PAYMENT OF CARRIER’S BILL:

2.1 Payment of CARRIER bills will be made by THE OWNER at Kolkata / Haldia, by Online Fund Transfer (RTGS / NEFT) / Account Payee cheques, within 30 days from the date of receipt of complete and clear bills along-with necessary, prescribed supporting documents.. In no case will OWNER be responsible if the cheque / Online fund transfer is mislaid or misappropriated by the representatives of the carrier. Payment shall be made in Indian Currency only after necessary adjustment of the accrued amount on account of refuelling from HPL Consumer Pump. .

## 2.2 RECEIPT FOR PAYMENT: Receipt for payment made on account of WORK when executed by a carrier must be signed by an authorized signatory with proper seal / stamp.

# SECTION 6: SAFETY

## 1.0 SAFETY AT SITE:

Carrier shall make sure that his staff follows safety rules & regulations of THE OWNER and adhere to the strictest discipline.

## 2.0 GENERAL

Carrier shall adhere to safe working practice and guard against hazardous and unsafe working conditions and shall comply with OWNER‟S safety rules as set forth herein. Prior to start of WORK, Carrier will be furnished copies of OWNER‟S “Safety Code” rules for information and guidance if it has been prepared.

3.0 SAFETY REGULATIONS:

(i) In respect of all workers /workmen directly or indirectly employed in the WORK for the performance of Carrier’s part of this agreement, the Carrier shall at its own expense arrange for all the safety codes of C.P.W.D., Indian Standards Institutions, the Factories Act/ rules, The Electricity Act, The Mines Act and such other acts as applicable.

(ii) All workers / crew members deployed by Carrier will wear specified Personal Protective Equipment (PPE) such as covered shoes, safety belts installed at loading points at the time of covering / tying tarpaulins, failing which THE OWNER reserves the right to impose penalty as per rules.

(iii) The Carrier shall observe and abide by all fire and safety regulations of the OWNER. Before commencement WORK, the CARRIER shall consult with

OWNER”S Safety Engineers or Officer-in-Charge and must make good to the satisfaction of the OWNER any loss or damage due to fire to any portion of the WORK done or to be done under this agreement or to any of the Owner’s existing property.

(iv) Truck crews entering plant premises need to follow all the safety rules like using safety shoes (covered shoes) / Helmet, not carrying mobile phone inside plant, carrying ladder to climb on the top of the loaded trucks etc. Carrier to ensure that truck crews while working inside the plant premises follow all the safety rules as mentioned or shall be communicated time to time.

## 4.0 FIRST AIDS AND INDUSTRIAL INJURIES:

Carrier shall maintain first aid facilities for its employees.

## 5.0 SMOKING IS STRICTLY PROHIBITED:

Smoking and using of mobile phones within the PLANT battery limit is strictly prohibited. Violators of the No Smoking rules shall be discharged immediately.

## 6.0 PRESERVATION OF PEACE:

The Carrier shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the WORK. In the event of the OWNER requiring the maintenance of a Safety Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof are to be borne by the Carrier and if paid by the OWNER shall be recoverable from Carrier.

## 7.0 RESPONSIBILITY IN CASE OF INJURY

Penalty for violating safety rules & procedures:

A. In case of accident of a Contractor's employee:

a) In case of physical injury (LTI) a penalty of Rs.1,00,000.00 per injury b) In case of fatal accident (FLT), the compensation claimed by the owner

B. In case of different types of injuries:

a) First Aid Case (FAC) – Rs. 2000 per incident per person

b) Medical Treatment case (MTC) - Rs. 4000 per incident per person

c) Restricted Work Case (RWC) - Rs. 8000 per incident per person

For any subsequent recurring issues, the penalty will be doubled for each case.

C. In case of violation of Safety Rules/ Procedures:

For violation in PPEs norm as laid down in respective area & not complying the general Safety rules/ procedures of the company the penalty will be Rs.1,000.00 per occasion per man. For any subsequent recurring issues the penalty will be double i.e. Rs.2,000.00 per next occasion. These penalties (if any) will be deducted from Contractor's respective monthly bills

The above penalties will be independent of any statutory penalties and/or other action against the service contractors.

Methodology for identification of violation of safety rules and regulations and recovery of penalty:

1. THE OWNER‟s Occupational Health Centre (OHC) will declare any injury as First Aid Case (FAC), Medical Treatment Case (MTC), Restricted Work Case (RWC), Loss Time Injury (LTI) & (Fatality) FLT.

2. Investigation will be carried out within 24 hours by THE OWNER‟s safety team.

For major accidents (LTI / FLT) a cross functional investigation team will be formed by management.

3. THE OWNER‟s Team Leader (TL) - Safety will check the nature & cause of such unsafe act or unsafe condition and whether contractor or contract workers are responsible or not.

4. Finance Department will deduct money from the Bills of the Contractor on the certification / confirmation of the THE OWNER's Head - HSEF.

5.For violation of any safety rules and for unsafe act safety personnel at site will issue a penalty slip to the contractor representative at site with a copy to Team Leaders and Finance dept. Contractor representative will have to sign in the penalty slip.

6. Failure in complying safety rules / operational procedures by truck crews inside plant premises, shall lead to imposition of instant penalty up to Rs.1,000 per incident and the same shall be communicated to CARRIER representative.

**PENALTY FOR ACCIDENT CAUSED BY CARRIER:**

If the CARRIER /his employee(s)/agent(s)/representative(s) found guilty of causing damage, breaking and/or defacing, deface or destroy any property including building, machineries, structures belonging to THE OWNER or of others within Plant premises during execution of the Contract, the same shall be made good by the CARRIER at his own risk and cost and in default thereof, the affected party/ parties may cause the same to be made good by other agencies and recover expenses from the CARRIER.

In case of physical injury caused to THE OWNER employees and / or others within Plant premises due to fault and / or the negligence and/ or wilful acts or omission of the CARRIER/ its employee(s) / agent(s)/ representative(s) a penalty not exceeding Rs 1, 00,000.00 (Rupees one lakh only) per injury shall be levied on CARRIER.

In case of fatal accident caused to THE OWNER employees and/ or others within Plant premises due to fault and / or the negligence or wilful acts or omission of the CARRIER/ his employees/ agents/ representatives the compensation claimed by the owner shall be levied on CARRIER. Any type of penalty money shall be realized from the CARRIER. Such realization shall be made first by adjusting the CARRIER's Bills and /or Bank Guarantee. CARRIER shall pay the balance penalty, if any, without delay and demure.

The CARRIER will be exclusively liable for the payment of the aforesaid penalties notwithstanding any other compensation and/or reliefs whatsoever that might be paid by any other statutory authorities or otherwise.

ANNEXURE 1:

TO,

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DEAR MADAM/SIR,

I, …………………, OF …………………………(BIDDER NAME) make the following declarations noted below:  
  
i) I have read and understood all the terms and conditions of the Tender for transportation of Finished Goods of Haldia Petrochemicals Ltd. And MCPI (MCPI) Pvt Ltd. For the Year 2017-18

ii) I agree to all the Terms and conditions and am willing to participate in the technical evaluation process for the Empanelment Contract.

All the documents submitted for technical evaluation are verified and a copy of actual documents.

Signature:   
Place and Date:

ENCLOSURES:   
1) Supporting Documents for Pre-qualification Bid (Yes/No)

2) Income Tax Clearance Certificate (Yes/No)

3) Registration Certificate (Yes/No)

4) Power of Attorney Copy (Yes/No)

5) EMD for HPL (Yes/No)

6) EMD for MCPI (Yes/No)

7) Cluster List for Participation

8) Destination wise Price Bids for participating clusters