

16-03-15

Dear Sir/Madam,

Sub - Inviting quotations for handling fertilizers -reg

Quotations are invited for handling, transportation and storage of bagged chemical fertilizers, for each activities described in detail hereunder, for the following rake points/ warehouses respectively for Greenstar Fertilizers and SPIC Fertilizers handled by us for two years.

| <u>Tamilnadu</u> | | | |
|-------------------------|----------------------------|---|---|
| S.No | Handling Rake Point | GSFL - Estimated Quantity (t)/pa | SPIC - Estimated Quantity (t)/pa |
| 1 | Erode | 9000 | 12000 |
| 2 | Salem | 9000 | 12000 |
| 3 | Mundiyampakkam | 9000 | 12000 |
| 4 | Virudhachalam | 9000 | 12000 |
| 5 | Dharmapuri | 4500 | 6000 |
| 6 | Tiruvannamalai | 6000 | 8000 |
| 7 | Katpadi | 9000 | 12000 |
| 8 | Kumbakonam | 6000 | 8000 |
| 9 | Pudukottai | 4500 | 6000 |
| 10 | Trichy | 9000 | 12000 |
| 11 | Dindigul | 4500 | 6000 |
| 12 | Mayiladuthurai | 5000 | 6000 |

| <u>Karnataka</u> | | | |
|-------------------------|-----------------------------|---|---|
| S.No | Handling Rake Points | GSFL - Estimated Quantity (t)/pa | SPIC - Estimated Quantity (t)/pa |
| 1 | Bangalore-Whitefield | 7500 | 10000 |
| 2 | Chitradurga | 6000 | 8000 |
| 3 | Amaravathy Colony | 7500 | 10000 |
| 4 | Hassan | 6000 | 8000 |
| 5 | Mandya | 6000 | 8000 |
| 6 | Mysore | 7500 | 10000 |
| 7 | Shimoga | 6000 | 8000 |
| 8 | Tumkur | 6000 | 8000 |
| 9 | Bellary | 6000 | 8000 |
| 10 | Gulbarga | 6000 | 8000 |
| 11 | Haveri | 6000 | 8000 |
| 12 | Navlur | 7500 | 10000 |
| 13 | Koppal | 6000 | 8000 |
| 14 | Raichur | 6000 | 8000 |
| 15 | Belagam | 7000 | 8000 |
| 16 | Raibagh | 5000 | 6000 |

| <u>Kerala</u> | | | |
|----------------------|-----------------------------|---|---|
| S.No | Handling Rake Points | GSFL - Estimated Quantity (t)/pa | SPIC - Estimated Quantity (t)/pa |
| 1 | Calicut | 1500 | 5000 |
| 2 | Thrissur | 1500 | 5000 |

| <u>Maharashtra</u> | | | |
|---------------------------|-----------------------------|---|---|
| S.No | Handling Rake Points | GSFL - Estimated Quantity (t)/pa | SPIC - Estimated Quantity (t)/pa |
| 1 | Solapur(SUR) | 7500 | 15000 |
| 2 | Kurdwadi (KWV) | 7500 | 15000 |
| 3 | Miraj (MRJ) | 7500 | 15000 |
| 4 | Sangli (SLI) | 7500 | 15000 |

| Andhra Pradesh & Telangana | | | |
|---------------------------------------|-----------------------------|---|---|
| S.No | Handling Rake Points | GSFL - Estimated Quantity (t)/pa | SPIC - Estimated Quantity (t)/pa |
| 1 | Adoni | 3750 | 5000 |
| 2 | Anantapur | 6000 | 8000 |
| 3 | Chittoor | 3750 | 5000 |
| 4 | Kurnool | 5250 | 7000 |
| 5 | Nandyal | 5250 | 7000 |
| 6 | Padugapadu | 5250 | 7000 |
| 7 | Ongole | 5250 | 7000 |
| 8 | Renigunta | 3750 | 5000 |
| 9 | Amadalavalasa | 3750 | 5000 |
| 10 | Krishna Canal | 7500 | 10000 |
| 11 | Narasaraopet | 6000 | 8000 |
| 12 | Tadepalligudam | 6750 | 9000 |
| 13 | Tenali | 6000 | 8000 |
| 14 | Vizianagaram | 3750 | 5000 |
| 15 | Adilabad | 3750 | 5000 |
| 16 | Jadcherla | 6750 | 9000 |
| 17 | Karimnagar | 3750 | 5000 |
| 18 | Khammam | 3750 | 5000 |
| 19 | Nizambad | 3750 | 5000 |
| 20 | Sanatnagar | 7500 | 10000 |
| 21 | Warangal | 3750 | 5000 |

SCOPE OF WORK

Rake handling / Transportation / storage job include various operations described as given below. Depending upon seasonal condition and market requirement, GREENSTAR/SPIC will decide the quantity to be dispatched directly from rake point to Dealer/warehouse. Past experiences reveal that direct dispatch from rake point to dealer is in the order of 40% during lean season and 70% during peak season.

On the above basis, successful bidder shall receive instructions from GREENSTAR/SPIC's officials for organizing dispatches to Dealers/warehouse. 1/12th of annual quantity indicated above shall be basis for monthly reserved quantity. Ability to provide additional space will be weightage for the contractor.

1. Providing storage space.
2. Rake point handling operation
 - a) Unloading from wagon to platform/wharf
 - b) Loading from platform/Wharf to truck.
3. transportation from rake point to warehouse
4. Unloading from truck to warehouse & stacking
5. Re-bagging and standardization
6. Post invoicing the stock (title & risk of which has been passed on to the Dealer) to be stored until the dealer takes delivery.
7. Loading from godown to Truck

QUANTITY

1. Since fertilizer movements are controlled/monitored by GOI, tentative planned quantity is indicated and there is no assurance about any definite quantity of fertilizer which will be entrusted to the contractor.
2. Any variation in quantity would be on the same rates and other terms and conditions lay down and shall remain firm during the entire period of Agreement including any extension thereof.
3. The contractor shall arrange for uninterrupted dispatch of fertilizer as per the instructions received from GREENSTAR/SPIC

The Rake point wise estimated quantity of bagged fertilizer required by GREENSTAR/SPIC to be handled/ transported/stored is only tentative and may vary plus/minus 20%.

AWARDS & DIVISION OF WORK

1. For the purpose of arriving at the lowest rates and awarding the contract, GREENSTAR/SPIC may negotiate with the L-1 (Lowest) or any other bidder, if situation so warrants.
2. Generally GREENSTAR/SPIC will award the work to the lowest bidder, i.e., L-1 party. However, GREENSTAR/SPIC at its discretion may award the work to bidders who may not necessarily be the lowest bidder.

3. GREENSTAR/SPIC reserves the right to allot the work to more than one tenderer, if considered necessary.

Security Deposit

The security deposit is to be paid @ Rs one lakh per rake point handling destination by the successful handling contractor within 30 days from the receipt of offer letter and shall bear no interest during the tenure of the agreement including extension.

SUBMISSION OF BILLS

1. Contractor shall submit Rake-wise bills for handling and transportation work done on per ton basis covering each activity described above. The bills shall be submitted as per the format prescribed hereunder. Bills for GSFL and SPIC need to be submitted separately. As per statutory rules, Service tax for storage and handling charges can be claimed and TDS will be deducted by the company.
2. Based on the requirement godown reservation space will be fixed for SPIC and GSFL separately. GREENSTAR/SPIC will settle godown rent on monthly basis for the reserved space and if there is any additional space required for storage of GREENSTAR/SPIC's goods, then the same will be paid on the same rate on excess over reservation basis.
3. The payment to the contractor shall be released within 60 days (Sixty days) from the date of receipt of original bill by GREENSTAR/SPIC, subject to the bills supported by the relevant documents in original duly certified by authorized GREENSTAR/SPIC executives.
4. In case of the termination of the Agreement, GREENSTAR/SPIC reserves the right to get the incomplete jobs done at the risk and cost of the contractor and all such cost shall be recovered from the bills of the contractor or from any other dues payable by GREENSTAR/SPIC.
5. Any statutory deduction, if applicable under the jurisdiction of any act, law etc. like TDS under Income Tax Act, 1961 will be made from the Gross amount of the bills.

ESCALATION

1. The rate shall be firm for entire duration and shall not be subject to any changes; except for the reason of Statutory increase or decrease in Diesel price if the increase/decrease is more than 5% only will be considered.
2. No claim / compensation on any kind from the contractor shall be entertained by GREENSTAR/SPIC if it is not using the services of the contractor for whatsoever reason.

INSURANCE

Comprehensive insurance on vehicles and goods in transit should be taken out by the contractor. GREENSTAR/SPIC will arrange to insure the stocks stored at warehouses as per the stock reports declared by the contractor.

ACCIDENT LIABILITY

1. The transporter shall be liable for any damage/injury caused to GREENSTAR/SPIC's officials or any person, if caused due to the negligence of the contractor's employees.
2. GREENSTAR/SPIC accepts no responsibility for any injury to any person, whether contractor's employee or otherwise, caused due to carriage of fertilizer by the transporter.

DAMAGES

1. The contractor shall be responsible for the goods against damage, shortage deterioration, loss, pilferage etc. occurring for any reason of whatsoever. The contractor shall keep GREENSTAR/SPIC fully indemnified on this behalf, or cost of any shortage, loss deterioration or pilferage shall be recovered as under.
 - a. In case of any shortage/ damages to the goods being handled by the contractor, subject to the value of the goods, which includes the maximum selling price and the applicable subsidy therefor, will be recovered from the contractor's bill.
 - b. In case of damage to packing material only without any shortage or damage to material, recovery of Rs.17/- per bag will be effected.
 - c. The above recoveries shall be effected by GREENSTAR/SPIC from the contractor's outstanding bills without prejudice to any other remedy in Law.
 - d. Any amount payable by the contractor i.e. in excess of the bill amount due shall be paid by the contractor immediately and without any delay.
2. The contractor's labour should not use any hooks or sharp instrument while lifting the bags which may cause damage to the bags. Shortages due to damages to the material on the way will be payable by the contractor.
3. The contractor shall also responsible for any delay in taking delivery of the consignment from the Railway rake point or delivery to the godowns or dealers warehouses. The contractor shall adequately compensate for all losses, damages or any other injury to GREENSTAR/SPIC due to his failure to handle consignment as per the instructions of GREENSTAR/SPIC.

CLAIMS

1. The contractor shall not be paid any extra remuneration for lodging, pursuing and settlement of claim with various agencies on behalf of GREENSTAR/SPIC.
2. The contractor shall have to obtain the required document under the applicable laws/rules and regulations from time to time so as to enable him to substantiate the claim on behalf of GREENSTAR/SPIC and to obtain compensation from the respective bodies and agencies and persons. The refund claim files maintained by the contractor should be made available to GREENSTAR/SPIC as and when required. After expiry of the Agreement, the contractor is required to hand over all the claim files maintained by him on behalf of GREENSTAR/SPIC within a period of (3) three months furnish and execute all necessary documents to authorities and obtain clean receipt on the basis of which his account will be settled.

LIABILITY OF CLAIMS

GREENSTAR/SPIC shall not be liable for payment of any claim for charges arising out of or in consequence of negligence on the part of contractor or any of his employees to any property belonging to third parties or the contractor of GREENSTAR/SPIC and any accident involving employees of the contractor, it shall be sole responsibility and liability of the contractor and he shall indemnify and keep indemnified and save harmless GREENSTAR/SPIC against the same at all times.

TERMINATION

1. The Agreement will come to an end automatically upon expiry of one year unless extended at the discretion of GREENSTAR/SPIC
2. In the event of any breach of the terms and conditions of the Agreement by contractor, GREENSTAR/SPIC shall have the right to terminate the Agreement, without any liability by giving **one month** notice in writing, provided, however that it shall be obligatory on the part of the contractor to complete its contractual obligations during the period of such notice.
3. However, GREENSTAR/SPIC also reserves the right to terminate the Agreement at any time without assigning any reason, leaving no claim

ARBITRATION

In the event of any difference arising under the execution of the Agreement which cannot be mutually settled by amicable agreement, the same shall be settled by a sole arbitrator duly appointed by GREENSTAR/SPIC at its sole discretion and the proceedings will follow the provisions of Indian Arbitration Act 1996 and any statutory modification thereof. The venue of arbitration in all such cases shall be at Chennai. All proceedings in any such arbitration shall be conducted in the English language.

ASSIGNMENT

The contractor shall not assign whole or part of the Agreement without the prior written consent of GREENSTAR/SPIC. Such written consent by GREENSTAR/SPIC will not however in any way, relieve the contractual obligations of the contractor.

FORCE MAJEURE

1. The terms & conditions hereof shall be subject to force majeure. Neither GREENSTAR/SPIC nor the contractor shall be considered in default in the performance of the respective obligations hereunder, if such performance is prevented or delayed because of any act of God, war, terrorism, hostilities revolutions, civil commotion, epidemic, accident or fire or because of any law and order proclamation regulation or ordinance of any Government of any subdivision thereof, or local authority or because of any other cause whether of similar or dissimilar nature which is beyond the reasonable control of the party affected. The transporter shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to GREENSTAR/SPIC of the happenings thereof by fax/email immediately followed by a confirmatory letter sent by registered post acknowledgement due.
2. In the event of the transporter, pleading any grounds as constituting force majeure, the opinion of the Management of GREENSTAR/SPIC in that behalf alone shall prevail and if in the opinion of the Management the grounds pleaded by the Transporter did not constitute force majeure, then the transporter shall not be entitled to plea the same and/or claim any relief under this clause. In case at event of force majeure continues for more than 30 days, GREENSTAR/SPIC and the contractor shall consult each other to find measures of settlement.

JURISDICTION OF COURT

The Agreement would be deemed to have been entered into at Chennai and would, therefore, The Courts at Chennai, India, only shall be deemed to be Courts of Jurisdiction in respect of any disputes, claims, suits, etc. arising out of or relating to the Agreement.

COMPLAINEE OF STATUTORY OBLIGATIONS

1. The Contractor shall be responsible for compliance of all statutory formalities such as VAT Act, Service Tax and Income Tax Act as applicable for carrying on rake handling operations, loading, unloading and Storage of GREENSTAR/SPIC's goods.

2. Octroi charges, if any, on the movement of bagged fertilizer would be to GREENSTAR/SPIC's account and would be reimbursed to the contractor on production of original Octroi receipts.
3. The contractor shall be responsible to road permit, fitness certificates of the carriers used for transportation, all other licenses, building approvals relating to this Agreement from the concerned authorities.

CLARIFICATION

For any clarification against this invitation of quotations, please contact the Office of "The General Manager (I&D), Greenstar/SPIC Fertilizers Limited, SPIC House, 88, Mount Road, Guindy, Chennai – 600032."

PRICE BID FORMAT

From:

(Name & Address of the Carriers in their letter pad)

To: The General Manager (I&D)
Greenstar Fertilizers Limited, SPIC House, 88, Mount Road, Guindy, Chennai - 600032

Dear Sir,

**Sub: Quotation for Handling, Transportation and storage of bagged fertilizer from _____
rake point to rake point warehouses**

With respect to the subject captioned above, we are to quote our rates as under:

Offered rate for Handling & Transportation of Bagged Fertilizer from the mentioned rake point or rake point warehouse/ godown to ANYWHERE in the mentioned State(s) for the following activities.

- | | |
|--|------|
| • Reservation of storage space quantity in ton per month | -Rs. |
| • Godown rent per ton | -Rs. |
| • Unloading from Wagon per ton | -Rs |
| • Loading in to truck per ton | -Rs |
| • Good shed to godown transportation rate per ton | -Rs |
| • Unloading at godown per ton | -Rs |
| • Re-bagging and standardization per ton | -Rs |
| • Loading from Godown to Truck | -Rs |
| • Weighted average secondary FOL rate per ton, if applicable | -Rs |

(Please See- For every rake point separate price bid is to be submitted by contractor)


Signature with date and seal of contractor

Your offer letter is to be submitted through registered post or handed over in person to "General Manager (I&D), Greenstar Fertilizers Limited, SPIC House, 88, Mount Road, Guindy, Chennai – 600032", duly acknowledged and offer for the desired destination should reach this office on or before 28th March 2015.

Successful contractor has to execute Transportation and warehouse Service Agreement as per the general terms and conditions stated hereunder within 30 days from the date of acceptance of offer by GREENSTAR/SPIC. The Agreement shall be executed at Chennai/ Tuticorin and the contract will be valid for two years. Security deposit is to be paid at the time of executing the agreement. GREENSTAR/SPIC reserves the right to accept/reject any quotations either in full or in part without assigning any reason thereof.

Thanking You,

For **GREENSTAR FERTILIZERS LIMITED**



N NACHIAPPAN
GENERAL MANAGER – (I&D)