TENDER NOTICE

SEALED TENDERS in the prescribed schedules are invited for the Transport of Wax around 2000 MT. per annum from M/s Chennai Petroleum Corporation Limited, (M/s. CPCL) Manali, Chennai to 10 Branch office/ Raw Material Depots / Sub Depots of SIDCO at various location in Tamil Nadu for the period from 01.01.2020 to 31.12.2020.

Tender Schedules containing Terms and Conditions, etc., can be had from this office on payment of Rs.315/- (including GST) either by Cash or by Demand Draft drawn in favour of “TANSIDCO” payable at Chennai on any working day from 13.11.2019 to 03.12.2019. The terms and conditions and all other details can be viewed in websites www.sidco.tn.nic.in and www.indcom.tn.gov.in

Sealed Tenders duly filled in and superscribed “TENDER FOR TRANSPORTATION OF PARAFFIN WAX” will be received by the General Manager (A), SIDCO, Chennai-32 at this office upto 3.00 P.M. on 03.12.2019 and will be opened at 4.00 P.M. on 03.12.2019 in the presence of the tenderers.

The Chairman & Managing Director of SIDCO reserve the right to accept (or) reject (or) postpone the tender without assigning any reasons therefor.

For CHAIRMAN & MANAGING DIRECTOR
TANSIDCO, Chennai-600 032.
Tender Schedule

TAMIL NADU SMALL INDUSTRIES DEVELOPMENT CORPORATION LTD.
(Government of Tamil Nadu Undertaking)
SIDCO Corporate Office, Thiru Vi Ka Indl. Estate, Guindy, Chennai-600 032.

******

TERMS AND CONDITIONS FOR THE APPOINTMENT OF TRANSPORT CONTRACTORS FOR THE MOVEMENT OF WAX OF ALL TYPES / PACKING FROM CHENNAI PETROLEUM CORPORATION LIMITED, MANALI, CHENNAI TO TEN VARIOUS BRANCH OFFICES / RAW MATERIAL DEPOTS OF SIDCO LOCATED IN TAMILNADU

1. Sealed Tenders are invited for the appointment of Transport Contractors for the movement of Wax of all types (Pellets / Slab), Packing 25Kg / 50Kg from Chennai to 10 (Ten) Branch Offices / Raw Material Depots / Sub Depots of SIDCO for the period from 01.01.2020 to 31.12.2020.

2. The Tender should be furnished in the form of two Bids as:
   (2.1) Technical Bid
   (2.2) Financial Bid

   The above two bids are to be prepared in two separate covers superscribed as Technical Bid and Financial Bid. The above two Bids are to be furnished to SIDCO in a single sealed cover superscribing “Tender for transportation of Wax” addressed to the General Manager SIDCO, Chennai- 600 032 so as to reach the office on or before 3.00 P.M. on 03.12.2019 Bids must reach to the competent authority at the address specified but not later than the time and date specified in the invitation of bids.

   Any bid received after the deadline for submission of bids prescribed by the competent authority, will not be accepted and returned unopened to the bidder.

Conditions for

(2.1) **Technical Bid:**

   a. Transport Contractors should be registered in GSTN Portal for payment of GST. Registered copy should be furnished.

   b. Tenderer should have experience in transport business at least for 3 years.

   c. Tenderers should have experience of having executed the transportation of goods in any one of Government (or) PSU for 3000 MTs. in one year

   d. Tenderers should produce Audited Statement of Accounts/Balance Sheet of their firm for the last three years.
e. Tenderers should possess at least five number of goods carriers to carry 10 to 15 MT of wax and furnish their Registration Numbers, copy of RC book, Insurance etc. owned by them which are proposed to be deployed for the movement of Wax.

f. The Tenderers should furnish E.M.D. for Rs.10,000 (Rupees Ten Thousands only) by means of Demand Draft drawn in favour of TANSIDCO payable at Chennai.

(2.2) Financial Bid:

Rates should be offered per MT in the prescribed schedule attached for movement of all types of Wax from M/s. Chennai Petroleum Corporation Ltd., Manali, Chennai to 10 number of SIDCO Branch Offices / Raw Material Depots in all over Tamilnadu.

Opening of Technical Bid & Price Bid Schedule:

i. The Technical bid & price bid schedule will be received in sealed cover (separately) upto 3.00 p.m. on 03.12.2019. The above two bids are to be prepared in two separate covers superscribed as Technical Bid and Financial Bid. The above two Bids are to be furnished to SIDCO in a single sealed cover super scribing “Tender for transportation of Wax” addressed to the General Manager SIDCO, Chennai- 600 032

ii. Qualification tender will be opened on the same day at 4.00 p.m.by the General Manager, SIDCO, Corporate Office, TANSIDCO, Chennai-32 in the presence of the bidders or their authorized representatives (who should produce the authorization issued by the firm/company).

iii. If the day fixed for receipt /opening of tenders is a declared holiday, the same will be received / opened on the next working day at the specified time.

iv. The Technical bid cover received will only be opened and evaluated on a pass or fail against each of the criteria eligible.

v. The date of opening of price bid will be notified to the qualified bidders after evaluation of Technical bid well in advance.

vi. The conditional tender will not be accepted and will be rejected.

vii. Incomplete tender which does not fulfill any of the above conditions will be liable for rejection.

viii. In the event of a discrepancy between description in words and figures in the rates / total offered amount by the tenderer, the description in words shall prevail.
ix. In the event of any calculation error found in the bid of submission, the rate will be considered as final and accordingly the amount will be corrected.

3. The Tender Schedules should be signed by the Proprietor in the case of Proprietary concern. In the event of tender being submitted by a Partnership firm, it must be signed separately by each partner or in the event of absence of any partner it must be signed on his behalf by a person holding the Power of Attorney authorizing him to do so. The signature(s) in the tender shall be deemed to be that of the authorized person(s).

4. All the columns of the tender schedule should be duly/properly and exhaustively filled in. Corrections, if any should be attested by full signature. The rates shall be indicated both in figures and in words and should be valid for a period of 90 days from the date of opening of Tender.

5. The Wax (Pellets / Slab) quantity offered for transportation in this tender will be in HDPE woven bags of 50 kgs./ 25 Kgs. Rates should be quoted only per Metric ton basis irrespective of the type of Wax / type of packing and vehicles used to carry.

6. The rates quoted should be inclusive of transportation charges, loading and unloading charges, weighing, stacking, handling and miscellaneous expenses both at loading and unloading points and excluding GST. (GST will be paid at 5% paid by SIDCO under Section of GST Rules)

7. The Earnest Money Deposit will not bear any interest and will be refunded to the unsuccessful tenderers.

8. The Tenderers should have a regular office with phone facilities at Chennai. An authorized representative of the transport contractor should monitor daily placement of vehicle for movement of wax at CPCL, Manali, obtaining delivery order etc., with thorough knowledge about the CPCL’s wax delivery procedures.

9. The vehicles should fulfill the A) Emission control norms of the Pollution Control Board b) Fitness certificate issued by Regional Transport Authority c) Explosive license issued by the CCOE, d) Calibrations chart certified by Weights and Measures Department, e) Goods carriage permit, f) Road tax, g) Vehicle should possess spark arresters and fire extinguishers with validity date as stipulated by M/s. Chennai Petroleum Corporation Limited, Manali, Chennai-600 068.
10. The complete latest procedures followed at CPCL during taking delivery of Wax have to be followed and all the documents required to be produced at the entry gate of CPCL should be given by the Tenderers like ID proof of Driver and Cleaner etc.

11. The Tenders have to comply with the stipulations as laid down in Indian Motor Vehicle Act 1988 and Supreme Court order of year 2005 in order to limiting of Trucks loading to registered laden weight only.

12. The Tenderers should be capable of providing adequate number of coolies / manpower and vehicles for the above work and this should be confirmed in the tender. Vehicles should report at the loading points before 10.00 A.M. on the day of Loading.

13. The rates quoted will be constant and valid for a period of 12 months from 01.01.2020 to 31.12.2020 and no escalation will take place except in the event of revision/hike of fuel cost and other statutory levy.

14. Wax once loaded by the Tenderer in any vehicles should not be unloaded and stored anywhere or transshipped to any other vehicles enroute except in case of major break down in which case, immediate advance intimation should be given to this Corporation and any such unloaded materials should be kept under proper care and custody at the Contractor’s cost and risk.

15. In extraordinary circumstances, the Corporation reserves right to engage any other transporter for transporting and this shall not however relieve the contractor of his/their obligation of the performance of the Contract.

16. SIDCO can terminate the Contract/Agreement by giving 30 (thirty) days notice in writing.

17. Successful Tenderer will have to deposit Rs.50,000/- (Rupees Fifty Thousands only) towards Security Deposit within seven days from the date of receipt of appointment order. This Security Deposit will not carry any interest.

18. In addition to the Security Deposit, a Bank Guarantee for Rs.5,00,000/- obtained from any Nationalized Bank should be furnished by the successful tenderer within 14 days from the date of receipt of Appointment Order.

19. In the event of the successful tenderer failing to remit the Security Deposit within the above time limit, the Earnest Money Deposit will be forfeited.

20. If the successful Tenderer, after remitting Security Deposit fails to furnish the Bank Guarantee, the Earnest Money Deposit and the Security Deposit remitted will be forfeited.
21. The successful Tenderer will be required to execute an Agreement in the prescribed form in a Non Judicial Stamp Paper of Rs.100/- embodying the terms and conditions for the due performance of the Contract within 21 days from the date of receipt of the Appointment Order.

22. In the event of successful Tenderer fails to fulfill the terms and conditions then the Transport Contract will be given to the second least or the fresh tender will be called upon the discretion of SIDCO.

23. The Courts in Chennai only will have jurisdiction to adjudicate any disputes among the parties.

24. Xerox copy of these terms and conditions duly signed on each page by the Tenderer, in token of their acceptance of the terms and conditions of Tender Schedule should accompany with Technical Bid.

25. The distance of the Raw Material Depots from M/s. Chennai Petroleum Corporation Limited, Manali, Chennai are as indicated below for adherence during the currency of the Contract.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the Depot(Destination)</th>
<th>Distance (in Kms.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ambattur</td>
<td>25</td>
</tr>
<tr>
<td>2.</td>
<td>Coimbatore</td>
<td>474</td>
</tr>
<tr>
<td>3.</td>
<td>Madurai</td>
<td>444</td>
</tr>
<tr>
<td>4.</td>
<td>Trichy</td>
<td>320</td>
</tr>
<tr>
<td>5.</td>
<td>Salem</td>
<td>326</td>
</tr>
<tr>
<td>6.</td>
<td>Erode</td>
<td>386</td>
</tr>
<tr>
<td>7.</td>
<td>Vellore</td>
<td>150</td>
</tr>
<tr>
<td>8.</td>
<td>Thanjavur</td>
<td>320</td>
</tr>
<tr>
<td>9.</td>
<td>Sattur</td>
<td>517</td>
</tr>
<tr>
<td>10.</td>
<td>Sivakasi</td>
<td>517</td>
</tr>
</tbody>
</table>

26. The Contract does not allow any escalation except the price revision of fuel oil ie., petrol or diesel only or any tax or levy by any statutory body or authority. This price revision for increase or decrease in diesel price as the case may be will be calculated on transport rate as per illustration given below and will be paid the revised transport charges, from the date of such price revision by Government of India. The Contractor should accept to continue to work even beyond the contract period at the same rates if extended at discretion of SIDCO and terms till new contract for the succeeding period is finalized. Illustration in the case of price increase or decrease is given below for reference.
Price Revision Calculation Format (Increase)

Cost of diesel September 2019 = Rs.69.31 per litre
Round off Rs.100 = 100 X 1 = Rs.2.08

When diesel price increases above Rs.71.39/- (eg.69.31 + 2.08) price revision for increase in Diesel price will be calculated.

Increase in the cost of Diesel (Rs.71.39 – 69.31) = Rs.2.08 per litre
Actual distance to be moved (Ambattur Depot) = 25 Kms
Distance Covered per litre = 4km
Average load per trip (9+12+15/3) = 12 MTs.
Increased cost per MT (Rounded off) = \( \frac{25 \times 2.08}{4} \) = Rs.1.08

Price Revision Calculation Format (Decrease)

Cost of diesel September 2019 = Rs.69.31 per litre
Round off Rs.100 = 100 X 1 = Rs.2.08

When diesel price decreases to Rs.67.23/- (eg.69.31 - 2.08) price revision for decrease in Diesel price will be calculated.

Decrease in the cost of Diesel (Rs.69.31 – 67.23) = Rs.2.08 per litre
Actual distance to be moved (Ambattur Depot) = 25 Kms.
Distance Covered per litre = 4km
Average load per trip (9+12+15/3) = 12 MTs.
Decreased cost per MT (Rounded off) = \( \frac{25 \times 2.08}{4} \) = Rs.1.08

27. The transport charges shall be paid by SIDCO Head Office at Chennai on receipt of CPCL Invoices, acknowledged delivery challans, certificate of verification by Depot Officers of SIDCO etc., from the Contractor in complete shape. Invoices for the Wax transported for a whole month period should be submitted on every 5th date of the succeeding month in complete shape to effect payment.
28. The fines and penalties, if any, imposed on SIDCO and or on the contract due to Contractor’s infringement or non-observation of or non-compliance with the rules framed by Government (Central or State)/Local/Statutory bodies shall be borne entirely by the Contractor.

29. In handling various consignments, the Contractor shall comply with all relevant CPCL/CWC Rules, Regulations and instructions and shall be responsible for all consequent damages, losses etc., arising out of any violation or infringement thereof.

30. In the case of breach of all or any of the conditions herein contained by the Contractor or its Agents, it shall be lawful for the SIDCO to invoke the Bank guarantee and to forfeit the EMD, Security Deposit furnished by the Contractor without prejudice in addition to all and every other remedies open to the SIDCO and also to terminate the contract, for any such breach after issuing notice giving a week’s time to show cause against taking such action.

31. The SIDCO shall further be entitled to make alternate arrangements either by itself or with any other party for carrying out the works of this contract. There upon all damages, losses, expenses and differences in costs incurred by the SIDCO shall become payable by the Contractor during the period that the agreement executed would have been in force but for this termination.

32. The Chairman and Managing Director reserves the right to appoint one or more transport contractor for this tender for all or several destinations based on the transporting capacity of the eligible transporter.

33. Yearly quantity of the wax to be transported given in the tender notice is 2000 MT is only a tentative quantity and the same may increase or decrease as per the production plan of M/s. CPCL and based on their allocation.

34. In the event of appointing of two transport contractors for the said tender work, the transport work schedule shall be given on alternative monthly basis or continuous basis for the contract period by splitting the quantity which ever convenient for SIDCO.

For Chairman and Managing Director
**Schedule**

Rate per Metric Tone (including clearing, handling, transporting, unloading, weighing, stacking, etc.) for the movement of Wax of all types in all type of packing from the premises/stockyards/factory of M/s Chennai Petroleum Corporation Limited, Manali, Chennai to the Branch Offices/Raw Material Depots of SIDCO as mentioned below:

CPCL, Manali, Chennai.

<table>
<thead>
<tr>
<th>To</th>
<th>Rate per Metric Tone in figures and words Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Raw Material Depot, Industrial Estate, Ambattur Chennai - 600 058</td>
<td></td>
</tr>
<tr>
<td>2. Raw Material Depot, Industrial Estate, Kurichi, Coimbatore - 641 021</td>
<td></td>
</tr>
<tr>
<td>3. Raw Material Depot Industrial Estate, Madurai-625 007</td>
<td></td>
</tr>
<tr>
<td>4. Raw Material Depot Industrial Estate, Ariyamangalam, Tiruchirappalli - 620 010</td>
<td></td>
</tr>
<tr>
<td>5. Raw Material Depot Industrial Estate, Salem - 636 004</td>
<td></td>
</tr>
<tr>
<td>6. Raw Material Depot Industrial Estate, Erode - 638 002</td>
<td></td>
</tr>
<tr>
<td>7. Raw Material Depot Industrial Estate, Vellore - 632 006</td>
<td></td>
</tr>
<tr>
<td>8. Raw Material Depot Industrial Estate, Thanjavur-613 006</td>
<td></td>
</tr>
<tr>
<td>To</td>
<td>Rate per Metric Tone in figures and words Rs.</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>9. Raw Material Sub Depot Sattur - 626 203</td>
<td></td>
</tr>
<tr>
<td>10. Raw Material Sub Depot Sivakasi - 626 124</td>
<td></td>
</tr>
</tbody>
</table>

---

Note: The above rates are exclusive of GST.

For Chairman and Managing Director
DRAFT AGREEMENT

AGREEMENT FOR HANDLING, LOADING, TRANSPORTING, UNLOADING ETC., OF ALL TYPES OF WAX IN ALL TYPES OF PACKING.

This Agreement executed at Chennai on 2019 between the Tamil Nadu Small Industries Development Corporation Limited (an Undertaking of the Government of Tamil Nadu) having its registered office at Thiru-vi-ka Industrial Estate, Guindy, Chennai-600 032 (hereinafter called “SIDCO” which term shall in the absence of anything to the contrary in the context, means and includes its successors and assigns) represented by the General Manager (A), TANSIDCO, Chennai - 32 and M/s …………………………….Chennai (hereinafter called “THE CONTRACTOR” which term shall in the absence of anything to the contrary means and includes its successors, executors, administrators assigns and the legal heirs) having the registered office at …………………………………. WHEREAS the Contractor has submitted a Tender in their Letter No. …………….. dated ……….. for handling, clearing and Loading of all types of Wax (Pellets/Slab) in all types of packing etc., from M/s CPCL, Manali, Chennai godowns / stockyards as the case may be and for transporting the same to the various branch offices /depots /sub Depots of SIDCO in Tamilnadu as indicated in the schedule and for unloading and stacking them in the Depots as per the Rates mentioned in the schedule to this Agreement.

AND WHEREAS, SIDCO has accepted the said offer and had agreed to appoint the Contractor for the above job and in consideration of the same the Contractor has furnished a Bank Guarantee for Rs.5,00,000/- (Rupees Five Lakhs only) from his bankers for the due performance of the Contract and had paid a sum of Rs.50, 000/- (Rupees Fifty Thousand only) as Security Deposit to SIDCO for the full and proper execution of the work. The Security Deposit will not bear any interest.

NOW THIS AGREEMENT witnesses as follows:-

1. This contract for one year comes into force from 01.01.2020 and shall be valid upto 31.12.2020. The contract may be extended after 31.12.2020 for one more year at the same rates or less as the case may be as agreed mutually
and further may be extended on mutually agreed terms till finalization of fresh contract by SIDCO.

2. The Contractor shall provide sufficient number of lorries or other vehicles with suitable capacity they may be required for carrying out the work under this Agreement. Vehicles shall report at the loading points before 10.00 A.M. on the day of loading.

3. The materials once loaded by the Contractor in the vehicles shall not be unloaded or stored anywhere or transshipped to any other vehicle enroute except in cases of major break down. In such case, immediate advice should be given to the SIDCO and such unloaded materials should be kept under proper care and custody at the Contractor’s cost and risk.

4. All materials shall be considered to be in the possession of the Contractor and in their care and custody at their risk and responsibility till the moment they are delivered to the specified Branch Offices / Raw Material depots of SIDCO safely with the same quantity, quality, condition, etc., as taken delivery.

5. In case of any transshipment enroute, a representative of the Contractor shall invariably be present at the spot to watch the careful handling of the materials with prior consent of SIDCO.

6. In extra ordinary circumstances, the SIDCO shall have the right to engage other firms or concerns of lorry service apart from the contractor for transporting materials from the identical destinations. This shall not however relieve the contractor of his obligations in the performance of this contract.

7. The Contractor shall be entitled to receive the rate as mentioned in the schedule to this Agreement, which is, all inclusive of the works of clearing, handling, loading, transporting, unloading, weighing and stacking of materials. The contractor shall not be entitled to claim extra payment for any reasons whatsoever. The rate per ton should be either for full load or in part load. The Corporation is at liberty to arrange for dispatches of materials either in full loads or in part loads to any of the destinations referred in the schedule.
8. The transport charges shall be paid at the rate mentioned in the schedule to this agreement by SIDCO Head Office at Chennai on receipt of invoices, acknowledged delivery challans, certificate of verification by Depot Officers of SIDCO etc., from the Contractor in complete shape. The Invoices for the Wax transported for a whole month period should be submitted on every 5th date of the succeeding month in complete shape to effect payment.

9. Income Tax at prescribed rates will be deducted from the transport bills during payment. A certificate in the prescribed form for the amount so deducted and remitted into Income Tax Account will be issued to the Contractor for their records.

10. The rate mentioned in the schedule will be applicable irrespective of the mode of transport i.e., either by lorries or by trailer. The decision of the General Manager of SIDCO with regard to the quantity of the materials transported shall be final and binding on the Contractor.

11. The materials shall be delivered by the Contractor duly weighed at the places specified by the Officers of SIDCO in an orderly manner and stacked neatly at the places desired by such officers and their acknowledgements shall be obtained by the Contractor on delivery.

12. The Contractor will be furnished with the documents or written authority for taking delivery of the materials at the loading point. Placement of vehicle well in time, Obtaining delivery orders, Invoices from M/s CPCL authorities, issuing of SIDCO’s Trip cum delivery challan for each trip. The Contractor shall be responsible for loading the materials as specified in the documents, or written authority, to the quantum and type, before loading them. If there be any shortage, the Contractor shall be responsible for the same and shall pay the value by any means open to SIDCO.

13. Time shall be the essence of the contract and it should be the Contractor’s responsibility to lift the material from the loading point at Chennai and move to the Depots of SIDCO as per instructions from the SIDCO. The Contractor will have to place on an average, 5 to 7 vehicles per day for moving the materials. The Contractor shall be responsible for any loss by way of wharfage,
demurrage etc., and also for any damage or loss suffered by the Corporation due to his delay in clearing and transporting the materials. The Contractor shall not, due to any reason, cause delay in the clearance of the goods, irrespective of the quantity of the materials and problems in placing adequate number of vehicles.

14. A report of having delivered the materials to the consignees and duly supported by acknowledgement and certificate of verification shall be furnished by the contractor to the Head Office of the SIDCO within five days from the date of handing over.

15. The SIDCO will arrange for transit insurance for the materials.

16. The Contractor shall be wholly responsible for compensation that may become due to the SIDCO owing to any loss or damage that may occur to the materials during transit due to accidents to the vehicles and otherwise due to the negligence of the Transport Contractor. In deciding upon the compensation to be claimed, the SIDCO shall take into consideration the invoice value of suppliers and all the transport, handling and other charges incurred by the SIDCO.

17. The contractor shall hold himself responsible for accident caused to the workmen engaged directly or indirectly in the course of the performance of the contract and shall make payments for any medical expenses and for compensation under the Workmen's Compensation Act and ESI Act arising out of such accidents.

18. The contractor shall not share, part with, transfer or assign wholly or partly this contract, directly or indirectly without the consent of the SIDCO in writing.

19. The Contractor shall be responsible for any act of commission or omissions of itself or its agents or of any others engaged in executing the Contract.

20. In the case of breach of all or any of the conditions herein contained by the Contractor or its Agents, it shall be lawful for the SIDCO to invoke the Bank guarantee and to forfeit the EMD, Security Deposit furnished by the Contractor without prejudice in addition to all and every other remedies open
to the SIDCO and also to terminate the contract, for any such breach after issuing notice giving a week’s time to show cause against taking such action.

21. The SIDCO shall further be entitled to make alternate arrangements either by itself or with any other party for carrying out the works of this contract. Thereupon all damages, losses, expenses and differences in costs incurred by the SIDCO shall become payable by the Contractor during the period that this agreement would have been in force but for this termination.

22. Any notice to the Contractor is left in writing at the usual or last known place of business or residential address of the Proprietor or any of the partners shall be deemed to have been sufficiently served.

23. The fines and penalties, if any, imposed on SIDCO and or on the contractor due to Contractor’s infringement or non-observance of or non-compliance with the rules framed by Government (Central or State)/Local/Statutory bodies shall be borne entirely by the Contractor.

24. In handling various consignments, the Contractor shall comply with all relevant CPCL/CWC Rules, Regulations and instructions and shall be responsible for all consequent damages, losses etc., arising out of any violation or infringement thereof.

25. The Contractor shall strictly adhere to all rules and regulations as laid down by the D.I.G. (Traffic), the Regional Transport Authority/ CPCL/CWC Authorities/any other authority as the case may be in the matter of materials/equipments, etc. The Contractor also to comply with the stipulations as laid down in Indian Motor Vehicle Act 1988 and Supreme Court order of year 2005 in respect of limiting of trucks loading to the registered laden weight only.

26. Proper care shall be taken by the Contractor for safe loading, transporting, unloading of materials and delivery to SIDCO. In the case of any damage or loss to the materials dispatched, the Contractor shall be fully responsible for such damages / losses and cost of such damages / losses shall be recovered from the Contractor by any means open to SIDCO.
27. The assessment made by SIDCO for such damages / losses in this regard shall be final and binding on the Contractor.

28. SIDCO shall not be responsible for any damages to the vehicles of the Contractor or any damage that may be caused to the third parties by the Contractors’ vehicles. It is the responsibility of the Contractor to make good such damages to all concerned.

29. The Contractor will unload the materials only after complete weighment of the same at the SIDCO’s depot. The Contractor shall obtain in writing acknowledgement on the way bills, the gross tare weight and net weight while unloading the materials with certificate of verification.

30. The Contractor shall obtain acknowledgement and sign the register, if any, indicating the exact quantity handed over to the store-keeper of the depots. After weighment, the materials should be properly stacked within a day after weighment in the godown or open yard, in order to ensure easy accessibility for the materials. The acknowledgement of the store keeper for having stacked the materials properly shall also be obtained by the Contractor for submission along with the bills for payment.

31. The Contractor shall unload the materials in such a manner that it will be possible for the SIDCO officers or his representative to easily count the number of pieces being unloaded.

32. The Tender Notice, tender documents and all the relevant correspondences if any made by SIDCO between tender notice and tender acceptance with the Contractor will also form part and parcel of the Agreement.

33. The rates quoted should be inclusive of transportation charges, loading and unloading charges, weighing, stacking, handling and miscellaneous expenses both at loading and unloading points and excluding GST. (GST will be paid at 5% by SIDCO under section of GST Rules).

34. The contract does not allow any escalation except the price revision of fuel oil i.e., petrol or diesel only or any tax or levy by any statutory body or authority.
This price revision for increase and decrease in diesel price will be calculated and given effect only in case of increase/decrease (cumulative) price of Rs.2.08/- or above. The startup diesel price as on 01.01.2020 is Rs. ____/-.

Every subsequent increase and decrease in diesel price of Rs.2.08/- cumulatively from 01.01.2020 will be taken into account for revision of transport charges and given effect from the such date of revision where cumulative value of Rs.2.08/- is attained as per the illustration given below.

The request for the revision of transport charges should come from the transport contractor. If there is two or more price revision within a month then average price will be taken for calculation.
### Price Revision Calculation Format (Increase)

<table>
<thead>
<tr>
<th>Description</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of diesel September 2019</td>
<td>Rs.69.31 per litre</td>
</tr>
<tr>
<td>Round off Rs.100</td>
<td>$\frac{100}{4} \times 1 = Rs.2.08$</td>
</tr>
</tbody>
</table>

When diesel price increases above Rs. 71.39/- (eg. 69.31+2.08) price revision for increase in Diesel price will be calculated.

| Increase in cost of diesel (Rs.71.39 – 69.31) | Rs.2.08 per litre                               |
| Actual distance to be moved (Ambattur Depot) | 25 Kms.                                         |
| Distance Covered per litre                                                               | 4 km                                            |
| Average load per trip (9+12+15/3)                                                      | 12 MTs.                                         |
| Increased cost per MT(Round off)                                                      | $\frac{25}{4} \times \frac{2.08}{12} = Rs.1.08$|

### Price Revision Calculation Format (Decrease)

<table>
<thead>
<tr>
<th>Description</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of diesel September 2019</td>
<td>Rs.69.31 per litre</td>
</tr>
<tr>
<td>Round off Rs.100</td>
<td>$\frac{100}{4} \times 1 = Rs.2.08$</td>
</tr>
</tbody>
</table>

When diesel price decreases to Rs. 67.23/- (eg. 69.31-2.08) price revision for decrease in Diesel price will be calculated.

| Decrease in cost of diesel (Rs. 69.31–67.23) | Rs.2.08 per litre                               |
| Actual distance to be moved (Ambattur Depot) | 25 Kms.                                         |
| Distance Covered per litre                                                               | 4 km                                            |
| Average load per trip (9+12+15/3)                                                      | 12 MTs.                                         |
| Decreased cost per MT(Round off)                                                      | $\frac{25}{4} \times \frac{2.08}{12} = Rs.1.08$|

35. The powers vested with the SIDCO under this Agreement may be exercised by the Chairperson and Managing Director or any authorized officers of SIDCO provided however that action for terminating the contract be taken only by the General Manager or the Chairman and Managing Director of the SIDCO.
36. In all matters arising out of this Agreement the Court competent to adjudicate upon any dispute will be the Courts in the City of Chennai.

IN WITNESS WHEREOF THE parties hereto have executed this Agreement on the day, the month and the year first above written.

WITNESS (with their address) SIGNATURE OF THE CONTRACTOR

1.  
2.  

and on behalf of the
Tamilnadu Small Industries Development Corporation Ltd.,
Chennai-600 032.

WITNESS (with their address)

1.  
2.  


**Schedule**

Rate per Metric Tone (including clearing, handling, transporting, unloading, weighing, stacking, etc.,) for the movement of Wax of all types in all type of packing from the premises/stockyards/factory of M/s Chennai Petroleum Corporation Limited, Manali, Chennai to the Branch Offices/Raw Material Depots of SIDCO as mentioned below:

CPCL, Manali, Chennai.

<table>
<thead>
<tr>
<th>To</th>
<th>Rate per Metric Tone in figures and words Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Raw Material Depot, Industrial Estate, Ambattur Chennai - 600 058</td>
<td></td>
</tr>
<tr>
<td>2. Raw Material Depot, Industrial Estate, Kurichi, Coimbatore - 641 021</td>
<td></td>
</tr>
<tr>
<td>3. Raw Material Depot Industrial Estate, Madurai-625 007</td>
<td></td>
</tr>
<tr>
<td>4. Raw Material Depot Industrial Estate, Ariyamangalam, Tiruchirappalli - 620 010</td>
<td></td>
</tr>
<tr>
<td>5. Raw Material Depot Industrial Estate, Salem - 636 004</td>
<td></td>
</tr>
<tr>
<td>6. Raw Material Depot Industrial Estate, Erode - 638 002</td>
<td></td>
</tr>
<tr>
<td>7. Raw Material Depot Industrial Estate, Vellore - 632 006</td>
<td></td>
</tr>
<tr>
<td></td>
<td>To</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Raw Material Depot Industrial Estate, Thanjavur-613 006</td>
</tr>
<tr>
<td>9</td>
<td>Raw Material Sub Depot Sattur - 626 203</td>
</tr>
<tr>
<td>10</td>
<td>Raw Material Sub Depot Sivakasi - 626 124</td>
</tr>
</tbody>
</table>

For Chairman and Managing Director