



**Sub: - Quotation for Transportation of pesticides.**

Yearly Quotations for transportation of Pesticides / Raw Material/Solvents on bulk (Truck Load & Part load, Trolley, Containers, Tankers basis) are invited from the reputed transport Companies. The volume of work (Freight Value) shall be to the tune of Rs.18 to 20 crores per year. Please provide details of your Co. as mentioned below.

**1 Name of Transport Company.....**

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**2. Status of the Co (Ltd/ Pvt Ltd).....**

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**3. Name.....**

**S/O.....**

**Residential Address.....**

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**Contact number of Proprietor/ Partner/Directors.....**

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**4. Address of the main Office .....**

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**Contact Persons with Tel & Mobile No.....**

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**5. No. of Vehicles (Capacity wise) owned by the Co, itself .....**

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**6. Registration No's of Vehicles owned by the Co.....**

**(List with copies of R/C's is to be attached) .....**

**7. No. of Vehicles, which your Co., can provide from .....**

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**Market on your own risk & responsibility .....**

**8.Certificate from Bank about your inancial Stability**

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**(Latest Bank statement is to be attached)**

**9. PAN No. of the Company.....**

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**10. Places where your Branch offices are located with**



**Address, contact persons & Tel No's .....**

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**11. Availability of Mobile Phones with your Vehicle/**

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**Driver give details.....**

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**12. Maximum Period for which you can afford arrangement**

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**13. Price Quotation Form Annexure are attached**

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**14. References of Other Companies**

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## **Standard Terms and Conditions for yearly quotation**

### **Scope**

These Standard Terms and conditions apply to all the transporters, unless we otherwise agree in writing to transport of finished material, raw material, packaging material or any other material as decided by company from time to time

### **General**

Quotation may be accepted or rejected in whole or in part or may be accepted on a lowest rate per destination and/or destination or group of destinations and/or destinations or on a aggregate lowest price basis.

Time shall be deemed to be the essence of this quotation.

Trip rates mentioned in rate form are to be considered for one way travel for the destinations given in the rate from with maximum 3/5/9/15MT /and above load at any time and if load of more than 3/5/9/15MT / and above is carried then proportionately rate will be given.

In any matter(s) like deciding penalty (fine) / deciding cost of damaged (wastage) made inferring meaning of any term (condition) of agreement, the decision of Crystal phosphates Ltd Head (Logistics) will be final and binding to transporter / contractor.

### **Supply of transportation**

Trucks to be supplied by you, shall be covered with best quality holes free tarpaulin and have 3/5/9/15 MT / and above capacity, if tarpaulin quality or closed body trucks quality not found satisfactory and the material is found in wet or damaged condition then the whole responsibility of loss shall lie to transporter.

### **Duties of the transporter**

It is transporter's responsibility to collect 'material received receipt' from consignee. Based on this receipt of consignee copy only, transporter's bills payment will be made.



For any accident or damage/ leakage of material transporter or contractor is responsible. Any material/ vehicle /Life loss, damage will be transporter's account in case of accident. Material (raw material, packaging material, finished material) if damaged due to any kind of accident then actual damage cost plus Rs 5000/- per accident as fine will be recovered from transporter/ contractor either by direct payment or from security deposit or from monthly bills. In case of accident, transporter / contractor have to inform Crystal phosphates Ltd Authorities immediately and arrange for deploying of another vehicle for immediate transportation of material.

In Crystal Phosphates Ltd premises, transporter's representatives / drivers/ Cleaners etc have to follow and have to abide by Crystal's rule and regulations for hygiene/ discipline with proper behavior failing which the whole responsibility shall lie on transporter.

Delivery of products, raw material, and packaging materials must be in time without any delay and damage/ leakage. No transshipment is allowed. Crystal Phosphates Ltd shall recover total cost for Damage/ Leakage as certified by CPL as penalty per such incident from transporter / Contractor.

It is transporter/ contractor's responsibility to deliver the given material to consignee without any wastage/ damage/ Leakage/ theft/ Shortage and violation of this condition will be recovered from your Invoice as certified by CPL per such matter / event from transporter / contractor. If transporter cannot provide truck as per Crystal phosphates Ltd requirement as per our desired time of intimation then company will be at liberty to hire trucks from the open market and any extra cost so incurred for hiring vehicle from other transporter will be recovered from the bills/ deposits and repeated such actions on the part of transporter may invite the blacklisting and steps like termination of contract etc. Loading of material will be arranged by CPL.

After the material is loaded in the truck and when the same leaves CPL gate, transporter must ensure delivery of materials in safe condition within stipulated time frame only decided mutually at the time of awarding contract. Beside transporter must provide a mobile to truck driver for smooth coordination and tracking report needs to be communicated. Also the transporter must ensure before leaving, the quantity and all documents as any issue later will be sole responsibility of transporter.

If vehicle becomes immovable on road in transit then alternate arrangement is to be done by contractor/ transporter immediately. In Case of failure penalty per day agreed



will be imposed if timely delivery of material is not ensured. The penalty of late delivery for 3MT/6MT/9MT will be Rs 500 and for 15MT and above it shall be Rs 1000.

Trucks should be clean and well maintained in such a way that it will not affect the quality/ quantity of product.

Transporter or his representative has to work as per time to time instructions given from Company.

Any Employee/ representative of transporter should not involve in any criminal / civil case or legal matter .Any liability on account of PF/BONUS/LEAVE/ESI of transporter representative shall be sole responsibility of Transporter.

Transporter / Contractor should provide in writing complete detail like name addresses of his representatives etc and also he has to inform in writing if any of them is getting changed.

The transporter should follow all the safety rules and regulations of carrying Pesticides and Insecticides as per law.

### **Use of third party contractors**

The transporter shall not assign or sublet the quotation or any of the work without prior written consent from the company.

### **Title of the goods**

The Goods shall remain property of the company until delivered to the concerned authorised person at the specified destination as per direction of the company and transporter will remain only custodian of the goods. The transporter shall not breach the trust of the company on whatsoever reason failing which company has right to take appropriate action in this regard.

### **Legal Compliance**

All trucks to be supplied should be totally insured and as per RTO rules and regulations if any duty / fee / toll tax / road tax is payable then it is sole responsibility of the transporter/ contractor to observe and clear all formalities except Jammu & Kashmir



and in case of J&K , the trucks should cross the border through our nominated agent only.

Transporter will be responsible to observe formalities required to be completed at concerned check post, and ensure that there is no default. If there is any default represented by government authorities towards payments/ completion of formalities, transporter should be entirely responsible. Any amount levied as penalty in this respect shall have to be borne by transporter.

All legal formalities or govt. procedures concerning road transport should be fulfilled by transporter so that our goods would not be confiscated by any authorities for any rule violation by transporter. All charges / fees for this should be borne by you.

## **Terms and Method of Payment**

Trip wise transport Bill is to be presented and it will be paid within 45 days after presentation at CPL. The payment will be made through cheque only on to be billed at Delhi basis.

Rates given by transporter is considered to be inclusive of all taxes, waiting charge per trip from CPL to Consignee destination(s), Drivers/ Cleaners Salary- allowances- fuel (diesel).oil, truck maintenance, any govt./ private levies etc.

## **Security Deposit**

On selection/finalization of the transporter, transporter will have to deposit additional Rs 200000/-by the way of Demand Draft / Bank guarantee as security deposit drawn in favor of “ Crystal Phosphates Ltd” payable at Delhi of any Nationalized Bank only. This will earn no interest on SD. SD will be submitted within a period of 7 days from the date of receipt of intimation from us.

If at any stage , Crystal phosphates finds that transporter has not followed or has violated any of the agreement terms/ conditions then CPL will revoke given Bank Guarantee and will have all right to recover damaged cost plus penalty charges which again shall be decided by Crystal phosphates Ltd authorities only. And in case CPL will have right to stop transportation work or to terminate the complete work order / agreement without giving any prior notice.



## **Notice**

If required the contract can be terminated by giving one month notice period but if contractor's work is unsatisfactory, it can be terminated with immediate effect without assigning any reason. If contractor has to cancel the agreement then they have to give us three months notice time in writing.

## **Validity of the quotation**

The rates will remain Valid from 01/04/2011 to 31/03/2012, but its duration can be extended as per company's requirement.

## **Termination of quotation**

Head (Logistics) of the Company at Delhi reserves the right to cancel / terminate the quotation even after awarding of this order without assigning any reason & same shall be binding to the transporter.

## **Changes in terms and conditions**

These terms and conditions constitute the entire agreement between the parties relating to the transport described on the face Hereof, and the company reserve the right to make changes to these terms and conditions from time to time without any further notice in this regard.

## **Severability of Terms**

If any phrase, clause or provision shall be declared void, the validity of any other terms and conditions shall not be affected thereby.

## **Jurisdiction**

Quotations between us will be concluded in the English language and our relationship with you will be governed by Indian laws and will be subject to the exclusive jurisdiction of the Delhi courts.





I, the undersigned is agreeing with and accepting above mentioned terms & conditions.

Transporter's Sign & Name

Company Seal

Date: