

## **Notice Inviting Offers**

### **For**

**“Transportation of Finish Goods & Raw Materials (Yarn, Chips & Mono Ethylene Glycol) of Garden Silk Mills Pvt Ltd and associated companies from 1<sup>st</sup> Jun 2023 to 31<sup>st</sup> May 2024”**

### **At**

#### **Garden Silk Mills Pvt Ltd, Surat**

VILLAGE: JOLWA, TAL. PALSANA, DIST. SURAT – 394 305.

Phones: (02622) 272748-56

**Tender Document No.:**

### **CRITICAL DATE SHEET**

Published Date	4 <sup>th</sup> May 2023
Pre bid Meeting	8 <sup>th</sup> May 2023 (online), interested transporters may contact +91 6292308982 for meeting link on 7 <sup>th</sup> May 2023 by Whatsapp
Quote Submission End Date	10 <sup>th</sup> May 2023
Online Training for E-Auction	15 <sup>th</sup> May 2023
Reverse Auction Date	16 <sup>th</sup> & 17 <sup>th</sup> May 2023

### **DISCLAIMER**

This tender is an invitation to receive offer from bidders. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of Garden Silk Mills Pvt Ltd, Surat with the selected transporters.

### **INVITATION OF OFFERS**

We are pleased to invite your competitive rates on the following Terms & Conditions, for the destinations listed in the attached Annexures. You are requested to kindly fill your quotes against the destinations of your choice in the format enclosed in the “Outbound Logistics Annexures”.

1. Online bids on behalf of the Director Garden Silk Mills Pvt Ltd are invited for the “Transportation of **FG & Raw Materials** of Garden Silk Mills Pvt Ltd and associated companies.

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Website-www.gardenvareli.com

2. Tender document may be downloaded from Garden Silk Mills web site [www.gardenvareli.com](http://www.gardenvareli.com) as per the schedule as given in CRITICAL DATE SHEET as above.
3. Quotes shall be submitted through the **Email ID: offers@aculead.co.in** as per the schedule as given in CRITICAL DATE SHEET as above.
4. The intending bidders who has downloaded the tender from the Garden Silk Mills Pvt Ltd. web site [www.gardenvareli.com](http://www.gardenvareli.com) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer shall be banned from doing business with Garden Silk Mills Pvt Ltd.
5. Manual bid shall not be accepted in any circumstance. All the bids should be submitted in the Excel format with file name "**Logistics Annexures**".
6. Quotations should be valid for the year from **1st Jun 2023 to 31st May 2024**. The bidder should clearly indicate the collection schedule. Post the completion of bid submission there will be an online reverse auction for all categories of materials to determine the successful lowest bidder (L1). The result of the auction will be final. However, Garden Silk Mills Pvt Ltd. Reserves a right to allocate business to more than one transporters for a particular lane. **Garden Silk Mills Pvt Ltd. May short clause the contract and do reauction as per the sole discretion of the company.** All eligible bidders will be provided training for online auction on the **Matexnet platform**.
7. Quotation for destinations other than our listed destinations will not be considered.
8. **Technical Requirements of the Transporter:**
  - i) The transporter needs to mention the no. of trucks owned in the Annexures and trucks rented from the market should not be considered for that field.
9. **Scope of Work:**
  - i) The transporter has to provide sufficient numbers of roadworthy vehicles- open body truck(both side open Falka Truck for Finished Goods)/Closed tanker(only for MEG(liquid chemical) Raw Material) suitable for handling, loading and unloading of respective sizes of the material in Bulk / Small / Jumbo packages with manual handling / fork lift trucks and transportation of Finished Goods & Raw materials. Full body vehicles shall not be routinely accepted for FG. Wooden floored full body trucks shall not be accepted for FG.
  - ii) The transporter has to co-ordinate respectively with Marketing / Dispatch/ Stores/ Purchase Sections of our production units / consignor suppliers and arrange to provide driver, vehicles / trucks as per dispatch requisition.
  - iii) Transporter must get the delivery orders, get the vehicles / trucks loaded, acknowledge receipt of material in good condition for transportation, transport the material to indicated destination, deliver the goods and get acknowledgment of receipt of the goods in sound condition from the consignee and submit the copy of acknowledgment to dispatch / receipt section of our production unit with the

transportation bills.

- iv) Transporter shall ensure and be responsible for safe delivery of material. The seals if put by Consignor / Suppliers on various openings, outlets should not be tampered with.
- v) Transporter should ensure that the transporter's copies of excise invoices and other documents are collected from consignor / supplier of Finished Goods & other Raw material and properly deliver to the consignee / concerned officers at our **Jolwa/Vareli/Hazira** Unit.
- vi) Transporter shall satisfy himself regarding the condition of consignment before loading into the vehicle.
- vii) Whenever necessary, transporter shall allow escorts of M/s Garden Silk Mills Pvt Ltd and their associate to accompany, free of cost, trucks carrying goods of M/s Garden Silk Mills Pvt Ltd and their associate.
- viii) In cases where consignment of M/s Garden Silk Mills Pvt Ltd and /or their associates is transported, transporter shall not transport any other goods / persons in the same vehicle.
- ix) Transporter shall not refuse to carry any goods intended to be transported by M/s Garden Silk Mills Pvt Ltd Pvt Ltd and / or its associates.
- x) It is advisable that the transporters arrange for cleaners required. M/s Garden Silk Mills Pvt Ltd reserves the right to take disciplinary actions on the transporter on failing to arrange the same.

**10. Collection of Returnable FG / Other Material :**

- i) The transporter if so required shall also collect the returnable FG / Other material from the customer to whom the jumbo / small packages were delivered. Transporter will check and provide the acknowledgment of these destinations for correctness of them, prepare the return delivery challan / documents, give receipt to the customer for the returnable destinations & transport these destinations back to our production unit.
- ii) Cost of any deviation in the quantity indicated in L.R./ Delivery document and the quantity actually received back at the plant shall be debited to the transporter.
- iii) The transporter shall have to coordinate with the material handling agency at destination for Unloading of the material and loading of the returnable material.
- iv) The transporter in consultation with our marketing/dispatch section will arrange collection of returnable material while returning on delivery of Filled Jumbo packages or by specially visiting customer's works for collection of returnable material.
- v) The transporter shall ensure that the collection of returnable material is promptly done. If so required, the transporter shall have to undertake special trips for collection of the returnable material on the advice of the dispatching section.

**11. Denial of Consignee to Receive the Consignment:**

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- i) In case if the customer denies to accept the material, transporter should get it in writing such reasons for refusals, contact dispatch section, keep the material in safe location as per advise of company and return the same to company, preferably on the same day or on next day and submit report.

**12. Transit Documents/Samples:**

- i) The transporter shall ensure that a L.R. is issued for each trip. The transporters copy of the excise invoices, delivery challans, packing lists, invoices and other documents are collected from the dispatch sections / Consignors and properly delivered to the concerned parties / consignees at the destinations.
- ii) Transporter should confirm feasibility of providing sets of their LR in continuous stationary to facilitate printing of consignee wise LR through our computer system.

**13. Condition of Vehicles:**

- i) The transporter shall ensure that the vehicles are properly cleaned and dried before loading of the material so as to avoid contamination of the material loaded.
- ii) The vehicles should not have any defect which may cause damage to the material loaded in the vehicle. Proper tarpaulins and lashing should be provided by the transporter.

**14. Wrong Deliveries:**

- i) In case of wrong deliveries, the transporter shall have to revisit the customer and arrange for collecting the wrongly delivered material and delivery of the material to correct customer.
- ii) No transportation charges for correcting errors in delivery shall be made to the transporter.

**15. Work Schedules:**

- i) Transporter shall have to arrange required vehicles latest by **9 hours of the day/time specified by GSMPL**. In case of failure of the transporter to provide necessary vehicles by the decided time, the representative of Company shall arrange vehicles from other sources at the cost and risk of the transporter. In the event of consistent failure to meet requirement, M/s Garden Silk Mills Pvt Ltd and their associates may cancel the contract and forfeit security deposit.
- ii) The work will have to be executed on all 7 days of the week as per the schedules given. The material loaded shall have to be delivered maximum in 24 hours in destinations under 200 kms distance and within 48 hours in destinations of more than 200 kms of distance from GSMPL Jolwa/Vareli/Hazira Unit.
- iii) Transporters shall have to arrange suitable vehicles for delivery in Surat city area
- iv) Mixed lot shall be allocated to the transporter based on operational requirements and transporter shall not refuse to accept the mixed lot material, as also the load in multiple deliveries.
- v) The destination for consignment shall also be decided based on operational

consideration and transporter shall not insist on a specific destination load.

**16. Full Truck Load Consideration:**

- i) Company reserves right, to load combination of Jumbo package, palletized small packages and individual small packages in the vehicle. Overload will not be allowed.
- ii) Maximum Material shall be loaded only up to the Loading Capacity approved by RTO.

**17. Compliance of Statutory Requirements:**

- i) Transporter shall ensure that all statutory requirements of R T O, GST / E Way Bill and other govt. authorities for use of the tankers, trucks, insurance and employment of competent persons are complied with. M/s Garden Silk Mills Pvt Ltd and their associate SHALL NOT BE RESPONSIBLE for any action by Government Authorities on account of violation of statutory regulation by the transporter.
- ii) Transporters / Truck drivers prime responsibility to make delivery of goods to customer with in time limit given in E Way bill form.
- iii) In case of breakdown or any other issues, if the truck cannot reach the destination before expiry of E way bill validity, Transporter needs to inform our GST OFFICE IN PLANT on urgent basis, i.e. intimation to be given 8 hours before the expiry of E way bill. So that accordingly validity of e way bill can be extended, failing so whatever legal consequences, has to be faced by the Transporter himself and nowhere M/s Garden Silk Mills Pvt Ltd Pvt Ltd and their associates will be responsible for the same.
- iv) As and when dispatch document issued and handover to move from our company premises. Transporters/ driver prime responsibility to move from plant immediately. Vehicle not allowed in plant for parking for any reason.
- v) When E way bill / Invoices is issued and handed over to your representative after that M/s Garden Silk Mills Pvt Ltd and their associate SHALL NOT BE RESPONSIBLE for any action by Government Authorities on account of violation of statutory regulation by the transporter.

**18. Compliance to Safety / Security / Excise procedures:**

- i) The transporter shall have to ensure compliance of the Fire and Safety, security, excise and stores inward/ outward procedures at the plants of the consignor and consignee.
- ii) Vehicles awaiting loading / documentation should be parked in designated parking area and should not be randomly parked in Plant area.

**19. Quantum of Work:**

- i) On an average approx. quantum of work is indicated in the Annexures in schedule of rates. Sufficient trucks per day need to be provided / loaded as requisitioned by consignor. In case of exceptional circumstances more trucks / tankers also need to be provided. The quantity indication is tentative and may vary from time

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to time. The requirement of vehicles shall vary depending on the market condition

- ii) The allocation of work shall be done proportionally based on performance of the transporter.

**20. Insurance:**

- i) The consignment of material shall be insured by us under our open cover policy. The transporter is required to take all possible care to safeguard our consignments from Transit hazards. In case of damage / loss to our consignments, the transporter should fully co-operate with our insurance company in settlement of our claims for loss/ damages including issue of damage certificate. One way freight amount will be paid to the transporter in that case.
- ii) The transporter shall have to insure their vehicles and their employees.

**21. Taxes:**

- i) Any statutory tax to be deducted at source shall be recovered from the dues of the transporter. The offered rates shall be inclusive of all other applicable taxes/ duties except Service Tax and any other charges which shall be paid by us.
- ii) Transporter shall ensure timely submission of their invoices to facilitate our compliance of service tax requirement.
- iii) Transporter shall ensure compliance of their part of service tax requirement.
- iv) Transporter should indicate the present applicable rate/amount of taxes levied by Government/Authorized agencies at various locations.

**22. Details of Site Representative:**

- i) The transporter shall provide details of the telephone/ mobile of their responsible employees, who can be contacted at the loading site, and at their office, in respect of the execution of work.
- ii) The transporter shall provide details of the responsible employees for the work.
- iii) The transporter site representative should be wearing proper mask inside the GSMPL Jolwa/Vareli/Hazira premise in adherence to the Covid 19 safety protocols.

**23. Lien:**

- i) Transporter shall not have any lien under any circumstances on the material owned by M/s Garden Silk Mills Pvt Ltd and / or their associates and loaded in their vehicle/ tanker.

**24. Penalty for failure / Alternate arrangement:**

- i) Transporter shall be indicated the schedule of filling of material 4 hours in advance. Transporter should provide as many tankers / trucks as required on any working day by M/s Garden Silk Mills Pvt Ltd and their associate / its authorized representative / authorized officer

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- ii) Failure to provide the required number of approved tankers / trucks shall entitle M/s Garden Silk Mills Pvt Ltd and their associate or its representative to hire trucks from other carriers at the cost and risk of transporter.
- iii) Performance of transporter shall be monitored and if the transporter fails to provide vehicles as per their declared capacities, penalty of Rs 500 /- shall be applied to the defaulting transporter and that amount shall be paid to the transporter who provides the vehicle in place of defaulting transporter.
- iv) The information of the lifting schedule shall be given to their site representative in person or over telephone.

**25. Parallel Contract with more than one transporter.**

- i) M/s Garden Silk Mills Pvt Ltd and their associate reserves the right to conclude, at its discretion, parallel contract regarding transportation of material with more than one transporter whenever it is expedient to do so.

**26. Break Down / Accident:**

- i) If due to major breakdown, accident suffered by tankers / Trucks or due to natural calamities or some other reasons beyond their control and if transporter feels that it will not be possible to deliver the Material in reasonable time, transporter should intimate M/s Garden Silk Mills Pvt Ltd and their associate to that effect and take all measures to mitigate loss and arrange alternate means of delivery of material.

**27. Transit Loss:**

- i) No transit loss shall be allowed. Any shortage, if noticed, the cost of total short quantity shall be recovered from the dues of the transporter at the invoiced rate of the supplier.

**28. Transit time:**

- i) The vehicles after loading of Material should reach within 24Hours of loading time to the destination site / Jolwa Unit / Vareli Unit/Hazira Unit. If the vehicle reaches after the working hours of Stores, the vehicle shall wait at the Jolwa/Vareli/Hazira Unit and the unloading of material shall be commenced in morning of next working day after conducting tests and clearance of our Quality assurance section laboratory.

**29. Loss due to negligence:**

- i) Transporter will have to make good to M/s Garden Silk Mills Pvt Ltd and their associate, any loss caused due to negligence on their part or due to failure on their part in taking prompt and proper action or in exercising due vigilance in transporting the goods.
- ii) Transporter shall be fully and solely responsible for all the consequences if any of their employees, vehicles, carrying Material of M/s Garden Silk Mills Pvt Ltd and their associates, causes damage / loss to public / private property and / or injury/ death to any person. Transporter shall also bear the consequences arising out of such accidents. The cost of the damages if any is claimed by other party

from GSML or their associates shall be recovered from the dues of the transporter.

### 30. **Invoices / Payment:**

- i) The transporter shall raise Fortnightly/ Monthly bills for the work done. Transporter shall submit the bills in duplicate giving full details of the consignment along with consignee copy of G.C. / L.R. duly signed, stamped and dated by consignee acknowledging receipt of material.
- ii) The invoices duly completed in all respect shall be submitted at the CP Office. The invoices shall be verified and certified and payment will be released within 30 days from the date of the receipt of invoices.

### 31. **Earnest Money Deposit (EMD):**

- i) Unregistered transporters shall be required to pay EMD amount of Rs.1,00,000/- to M/s Garden Silk Mills Pvt Ltd .
- ii) EMD to be submitted by means of a Bank Demand Draft/RTGS drawn in favor of Garden Silk Mills Private Limited. Bank details are given as under:

Beneficiary Name:	Garden Silk Mills Private Limited
Beneficiary Bank:	Union Bank of India
Beneficiary Branch:	Industrial Finance Branch, Kolkata
Beneficiary Cash Credit A/c No:	503405010030080
IFSC Code :	UBIN0550345

- iii) It is also clarified that the bids submitted without EMD will be summarily rejected. EMD does not bear any interest and will be returned to unsuccessful Bidder. The EMD must reach before opening of tender to:

To,

Head (Internal Audit),

**GARDEN SILK MILLS PVT LTD.,**

Tulsi Krupa Arcade, Puna-Kumbharia Road, Dumbhal, Surat – 395010

Email ID: [palash.roy@gardenvareli.com](mailto:palash.roy@gardenvareli.com) & [offers@aculead.co.in](mailto:offers@aculead.co.in)

- iv) In case of EMD being paid by RTGS/NEFT, the scanned copy of the receipt should be mailed to [palash.roy@gardenvareli.com](mailto:palash.roy@gardenvareli.com) & [offers@aculead.co.in](mailto:offers@aculead.co.in)

### 32. **Security Deposit:**

- i) Transporter shall be required to pay security deposit after the contract is awarded to M/s Garden Silk Mills Pvt Ltd and their associate companies, an interest free security deposit of **Rs.1,00,000/-**.

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- ii) M/s Garden Silk Mills Pvt Ltd and / or their associates companies shall have right to recover entire expenses or losses suffered by M/s Garden Silk Mills Pvt Ltd and / or their associates companies as a result of default on the part of transporter in fulfilling the obligations under the contract.
- iii) Security Deposit to be submitted by means of a Bank Demand Draft/RTGS drawn in favor of Garden Silk Mills Private Limited. Bank details are given as under:

Beneficiary Name:	Garden Silk Mills Private Limited
Beneficiary Bank:	Union Bank of India
Beneficiary Branch:	Industrial Finance Branch, Kolkata
Beneficiary Cash Credit A/c No:	503405010030080
IFSC Code :	UBIN0550345

- iv) The Security deposit must reach after the contract is awarded to L1 bidder to:

To,

Head (Internal Audit),

**GARDEN SILK MILLS PVT LTD.,**

Tulsi Krupa Arcade, Puna-Kumbharia Road, Dumbhal, Surat – 395010

In case of Security Deposit being paid by RTGS/NEFT, the scanned copy of the receipt should be mailed to [palash.roy@gardenvareli.com](mailto:palash.roy@gardenvareli.com) & [offers@aculead.co.in](mailto:offers@aculead.co.in)

**33. Care to avoid malpractice:**

- i) Transporter shall devise procedure to monitor and prevent malpractices during transit of the material and periodically submit their observations. In case of detection of any malpractice in transit, you shall comply with the formalities of lodging complaints with the government authorities, informing officer in charge for this work.
- ii) Transporter shall also take care to avoid malpractices in other activities pertaining to the execution of the awarded work.
- iii) Representative of transporter should not misbehave with our Customers. Suitable penal action shall be taken if customer complaints are received on this account.

**34. Cancellation of Contract:**

- i) If the transporter fails in due performance of contracted work, during currency of contract M/s Garden Silk Mills Pvt Ltd and / or their associates companies may without prejudice to any right, terminate the contract by informing in writing and the security deposit shall be forfeited.
- ii) Transporter shall not sublet the contract to any other persons, firms without

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written consent of M/s Garden Silk Mills Pvt Ltd and/or their associates companies

**35. Additional delivery charges:**

- i) Delivery of material at more than one customer location. Rs.150/- additional delivery over and above first delivery for all additional deliveries in a trip.
- ii) No variation in rates shall be allowed during currency of the contract for destinations within 100 KM radius, on account of any cause.
- iii) In case of destinations beyond 100 KM range, Rates revision shall be allowed during contract period in the offered rates only on account of variation in rates of Fuel, if the price variation of diesel exceeds beyond Rs. 5. The rate revision shall be done by considering the
  - iv) The one way distance between destinations. and
  - v) The average fuel consumption of 1ltr per 4 K.M.
  - vi) The actual variation in the rate of diesel.
  - vii) Transporter shall indicate the base rate of diesel as on the date of commencement of the work
  - viii) The base rate of diesel as on the date of commencement of the work is **Rs. 92.3** per ltr(at Jolwa) as on **1<sup>st</sup> May 2023**.
  - ix) Detention: No detention charges shall be allowed to the transporter, both at the point of loading and unloading.

**36. Period of Contract:**

- i) This contract shall be effective from **1st Jun 2023** to **31st May 2024** of tenure and M/s Garden Silk Mills Pvt Ltd and their associate companies at its discretion may extend or curtail it on the same terms and conditions.
- ii) M/s. Garden Silk Mills and / or their associates companies. Reserves the right to terminate the work at any time.

**37. Award of Contract:**

The Buyer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price in the online auction.

- i) The lowest bidder will be declared online on completion of Auction.
- ii) Notwithstanding the above, M/s Garden Silk Mills Pvt Ltd reserves the right to accept or reject any quotations and/or to cancel the bidding process at any time prior to the award of contract.
- iii) M/s Garden Silk Mills Pvt Ltd reserves the right to reject / partially accepts, and or all offers without assigning any reasons whatsoever.

**38. Jurisdiction:** This work shall be subject to Surat Jurisdiction.

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**Additional Terms & Conditions for MEG (Raw Material Transport)  
from various locations to Garden, Jolwa**

1. Tanker required is SS 316L tankers.
2. **Terms and Conditions :**
  1. Security deposit of Rs 1,00,000 to be submitted prior to work.
  2. No interest will be given for security deposit.
  3. Payment terms will be 45 days from bill received date.
  4. Shortage allowance will be 30 kgs, if shortage exceeds 30 kgs whole shortage will be deducted from Transportation bills.
  5. No detention will be payable by GSMPL.
  6. Vehicle should be placed as per requirements and allocation mentioned by GSMPL.
  7. If material gets rejected penalty of Rs 7500 plus loss on sale will be borne by transporter.
  8. Delay in material delivery should be pre-informed.