



Enterpriseforce

Request for Quotation (RFQ)

Transportation Services for 2019-20

RFQ PART I: Terms and Conditions

October 19, 2019

Transportation Business for:



Jyothy labs



Table of Contents

1	Cover Letter	4
2	Introduction	5
3	Eligibility Criteria for Transporters/Bidders	7
4	Contact Information.....	8
5	Instructions to Transporters	9
5.1	RFQ Process: Tentative Timelines	9
5.2	RFQ Overview	9
5.3	Query Resolution Call / E-mail	10
5.4	Response to Bidder's Queries	10
5.5	Amendment to the RFQ / Supplementary Information.....	10
5.6	EnterpriseForce Right to Terminate the Process	11
5.7	Earnest Money Deposit (EMD)	11
5.8	Performance Bank Guarantee (PBG)	12
	Authorization to Sign RFQ Response	14
5.9	14
5.10	Amendments in RFQ response.....	14
5.11	Address & Deadline for submission of RFQ response.....	14
5.12	Late Submission.....	14
5.13	RFQ Submission Guidelines	14
6	RFQ Process and Next Steps.....	19
6.1	RFQ Data Accuracy	19
6.2	Business Volume Growth.....	19
6.3	Reverse Auction Overview	19
7	RFQ Commercials	21
7.1	Commercials in RFQ response	21
7.2	Error Correction in RFQ response	21
7.3	Pricing Terms and Conditions	21
8	Jyothy Labs Limited (JLL) Terms and conditions	23
8.1	Share of Business	23
8.2	Validity of contract	23
8.3	Transportation Rate revision	23
8.4	Changes in Fuel Price Costs ("FPC")	44



Notice of Confidentiality

THE INFORMATION WITHIN THIS RFQ IS CONFIDENTIAL, AND IS INTENDED FOR THE INDIVIDUAL AND FIRM(S) TO WHOM IT IS TRANSMITTED BY ENTERPRISEFORCE PRIVATE LIMITED. BY ACCEPTING OR VIEWING THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE CONFIDENTIALITY AGREEMENT IN SECTION 3 OF THE RFQ PART II AND NOT TO REPRODUCE THIS DOCUMENT OR DIVULGE ANY OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF ENTERPRISEFORCE PRIVATE LIMITED AND JYOTHY LABS LIMITED.

COPY NO. 1

RECIPIENT NAME:

RECIPIENT SIGNATURE AND STAMP:

DATE: 19 October 2019



1 Cover Letter

Dear Business Associate,

We invite you to partner with Enterpriseforce Private Limited ("**Enterpriseforce**") and avail opportunities to compete for freight business from leading companies in India.

Enterpriseforce is a pioneer in the supply chain and logistics information space. We help our clients (Shippers) improve their supply chain performance and asset utilization through innovative applications of analytics, process and technology. We create win-win partnerships between our Clients and Transporters/Logistics Service Providers (LSP's, also referred to in this RFQ as "Transporters"/"Bidders"/"bidders"/"Transport Carriers"). Your participation and response to this RFQ will enable you to bid for upcoming contracts for **Jyothy Labs Limited ("JLL")** also referred to as ("**Enterpriseforce Client**") giving you a chance to compete for approx. **Rs. 70 Crores** of transportation business.

In order to generate value for both the parties involved in this process, Enterpriseforce will be working closely with you during the entire process including reverse auctions (scheduled in November.) and contract finalization. Contracts will be awarded to Transporters who are successful in the reverse auction and agreements will be signed between Transporters and JLL.

For participating in this RFQ Process, you are required to:

1. Read and understand the RFQ document (**RFQ Part I-Terms and Conditions and RFQ Part II-Response Templates**)
2. Email the soft copy of the Rate card (Excel) to reach us on or before **Oct. 26th, 2019 (7 PM IST)**
3. Courier the following to reach us on or before **Oct. 31st, 2019 (5 PM IST)** submission deadline
 - a. **RFQ rate card (Excel):** Please print on letterhead and sign and stamp each page
 - b. **RFQ Part II-Response Templates:** Please sign and stamp Sections 2 to 5
 - c. **Earnest Money Deposit (EMD):** Demand draft of Rs. two (2) Lakhs drawn in the name of Jyothy Labs Limited (refundable, on your submission of PBG or failure)
4. Email softcopy of **RFQ rate card** (attached to the email) as an Excel attachment to partner@theenterpriseforce.com with cc to enterpriseforce@gmail.com along with courier tracking number in body of the email.

We shall be intimating the further course of action to the shortlisted Transporters after the RFQ response submission deadline. We look forward to have a mutually beneficial association with you in the coming years.

Warm Regards,

Team Enterpriseforce



2 Introduction

EnterpriseForce invites quotations from Transporters for transportation of Raw Materials/ Finished Goods/ Merchandise for EnterpriseForce Clients. This Request for Quotation (RFQ) is for freight spend worth approximately **INR 70 Crores**. The lanes are grouped into lots for the purpose of bidding.

EnterpriseForce Clients, through this RFQ and subsequent reverse auction, intend to establish a **12-month** contract with the Transporters. Compliance with all requirements stated in this RFQ (by the participating Transporters) is mandatory to be considered for the subsequent rounds of evaluation.

EnterpriseForce Client profile

Jyothy Labs Limited (JLL) came into being in 1983 and has a pan Indian presence with brands catering to the needs of consumers across the length and breadth of the nation. Jyothy Laboratories counts “Ujala”, “Maxo”, “Exo”, “Henko”, “Fa”, “Pril” etc. as its popular brands.

EnterpriseForce Role	JLL Role
<ol style="list-style-type: none">1. Identify potential Transporters based on EnterpriseForce Clients' specifications2. RFQ preparation and distribution3. Clarification of queries related to the RFQ and the bidding process4. Conducting the online reverse auction5. Collecting the lane and lot level rate card after the online reverse auctions6. Assist JLL in transporter contract closure	<ol style="list-style-type: none">1. Approving Transporters for participation in the reverse auction2. Providing their respective terms and conditions in this RFQ for Transporters3. Executing contracts with Transporters who succeed in the EnterpriseForce reverse auctions, which are in line with this RFQ document

Process Overview

The initial Transporter shortlisting for reverse auction will be at the sole discretion of EnterpriseForce Clients. Parameters considered will include competitiveness of rates quoted in the RFQ response and completeness and accuracy of information provided by the Transporter at the RFI stage, including at least three references. Thereafter, bidding as a part of this RFQ Process will be conducted through online reverse auctions, which will be an interactive bidding event in which Transporters submit bids online using the internet. This entire process including but not limited to the RFI, meetings or discussions with EnterpriseForce and/or EnterpriseForce Client(s), EnterpriseForce RFQ response, reverse auction, submission of lane lever price breakups, entering into Transportation Contracts with EnterpriseForce Client(s) and submission of any performance bank guarantees and / or performance guarantee deposit etc. shall hereinafter be referred to as the **RFQ Process**.



Time and Expense

The Transporter shall be responsible for all time and costs incurred in connection with participation in this RFQ Process (and all related events/reverse auctions), including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of RFI/RFQ response/proposal, in providing any additional information required by EnterpriseForce to facilitate the evaluation process, and in execution of a definitive Transportation Service Agreement and all such activities related to the RFI/RFQ Process.

This RFQ does not commit EnterpriseForce or EnterpriseForce Clients to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

Transporter Responsibility: RFQ Inaccuracies

In case any inaccuracies or omissions are noticed in the RFQ document(s), the EnterpriseForce contact listed in Section 4 of this RFQ should be notified immediately.



3 Eligibility Criteria for Transporters/Bidders

S. No	Criteria
1	Transporter should have provided at least five (5) valid customer references with RFI or RFQ response email and submit a complete Request for Information (RFI) response to Enterpriseforce.
2	Transporter should provide a refundable EMD demand draft (DD) of Rs. Two (2) Lakhs for Enterpriseforce Client that they wish to participate in the RFQ Process for along with the RFQ response before the RFQ submission deadline. EMD DD to be drawn in favor of 'Jyothy Labs Limited'
3	Transporter should give a Performance Bank Guaranty (PBG) or Performance Guarantee Deposit of three percent (3%) of the awarded contract value or Rs. 3 lakhs, whichever is higher subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client, after the reverse auction, in favor of the Enterpriseforce Client for which the contract is to be awarded.
4	Transporters must adhere to all government regulations pertaining to transportation in India. For Fleet Owners, the updated RC Book (as per the new Axle Loads/ passing) should be available for fleet they plan to deploy for JLL. A scanned copy of the same should be emailed to partner@theenterpriseforce.com .



4 Contact Information

In case of any clarifications or queries regarding this RFQ, please direct the same to the Enterpriseforce designated contact person as mentioned below:

Enterpriseforce Contact person for this RFQ	Enterpriseforce Partner Team Shraddha / Lalit / Anurag Cell: +91 9833973964 / 9867175744 E-mail: partner@theenterpriseforce.com enterpriseforce@gmail.com
Enterpriseforce Contact person	Name: Raj Saxena E-mail: associate@theenterpriseforce.com



5 Instructions to Transporters

5.1 RFQ Process: Tentative Timelines

S. No	Description	Due Date, Time (IST)
1	RFQ Dispatch	Oct. 19
2	Last date for submission of clarification queries	Oct. 21, 7.00PM
3	Query Resolution Email / Call	Oct. 23
4	Last day of submission of the RFQ Rate card soft copy	Oct. 26, 7.00PM
5	Last date for submission of RFQ response ("RFQ response deadline" or "Deadline") hardcopy	Oct. 31, 5.00PM
6	Invitation for participation for the shortlisted vendors in the reverse auction	Nov. 4-8
7	Reverse auction dates	Mid Nov.
8	Performance Bank Guarantee submission deadline for successful bidders in reverse auction	Within 30 days of Transportation Agreement signing (refer section 5.8)

5.2 RFQ Overview

This RFQ consists of three parts:

1. **RFQ Part I-Terms and Conditions**
2. **RFQ Part II-Response Templates**
3. **RFQ rate card**

RFQ Part I: This document outlines the EnterpriseForce RFQ process, instructions, timelines, overview of reverse auctions, along with terms and conditions specific to EnterpriseForce Clients.

RFQ Part II: This document consists of templates that should be used by the Transporter when working on the RFQ response. This document has details like format for cover letter, Confidentiality Agreement etc.

RFQ rate card: This Excel spreadsheet will have details of all the lanes and lots. Transporter is expected to enter ONLY the rates per truckload for ALL lanes in a specific lot(s) that is of interest to them. The total value for a lot will be automatically calculated in this spreadsheet.

Each of these three parts individually and / or all three of them collectively are referred to as "RFQ" or "EnterpriseForce RFQ". The terms and conditions stated in any one of these three parts listed above will be deemed to apply to all other parts and / or additions / modifications thereof.



Enterpriseforce Request for Quotation

Note: All business referred in this RFQ will be for full truckload (FTL) freight only. For the avoidance of doubt, Enterpriseforce Client's cargo WILL NOT be clubbed in a single shipment with each other or with ANY other company's cargo. If the same is ascertained, punitive action can be taken by Enterpriseforce Clients.

5.3 Query Resolution Call / E-mail

Enterpriseforce may host a query resolution call or provide clarification by email. The purpose of the call is to provide bidders with information regarding the RFQ. Query resolution call will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFQ by sending in their query through email by **7.00 PM on Oct. 21** to partner@theenterpriseforce.com with cc to enterpriseforce@gmail.com. No questions will be entertained verbally on this call. Only questions which have been received by Enterpriseforce in advance will be answered. All follow-up questions can be sent to Enterpriseforce by email and may be answered by email.

The date, time and conference bridge for the call will be confirmed to all Transporters through e-mail. The representatives of the interested Transporters may attend this call without disclosing the names of their organizations on this call. In case Enterpriseforce Client wishes to send clarifications by email rather than the Query Resolution Call, email will be sent to all Transporters.

5.4 Response to Bidder's Queries

All enquiries from the bidders relating to this RFQ must be submitted in writing through email exclusively to the Enterpriseforce RFQ contact person. Contact details for the RFQ are as follows:

Enterpriseforce Partner Team

Email id: partner@theenterpriseforce.com, enterpriseforce@gmail.com

Please email your queries in the following format:

S. No	RFQ reference (RFQ Part I /Part II/Rate card)	Section Number and Page Number	RFQ Content For which the Clarification is Required	Clarification Required

Enterpriseforce shall not be responsible for ensuring that bidders' enquiries have been received by them. However, Enterpriseforce neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders. All responses given by Enterpriseforce will be distributed to all the bidders.

5.5 Amendment to the RFQ / Supplementary Information

- If JLL through Enterpriseforce (or) directly deems it appropriate to revise any part of this RFQ or to issue additional data to clarify an interpretation of the provisions of this RFQ, it may issue supplements to this RFQ. Such supplemental information will



Enterpriseforce Request for Quotation

be communicated to all the bidders through e-mail. Any such supplement shall be deemed to be incorporated by this reference into this RFQ.

- b. At any time prior to the deadline (or as extended by Enterpriseforce) for submission of bids, Enterpriseforce and JLL, for any reason, whether at their own initiative or in response to clarifications requested by prospective bidder may modify the RFQ document by issuing amendment(s). All bidders will be notified of such amendment(s) through email, and these will be binding on all the bidders.
- c. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, JLL, at their discretion, may extend the deadline for the submission of bids which shall be communicated to all bidders.

5.6 Enterpriseforce Right to Terminate the Process

Enterpriseforce and Enterpriseforce Clients make no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFQ shall be construed as invitation to offer and does not constitute an offer by Enterpriseforce or Enterpriseforce Clients. The bidder's participation in this process may result in Enterpriseforce selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Enterpriseforce to execute a contract or to continue negotiations.

5.7 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their RFQ response, EMD of Rs. 2,00,000/- (Rs. Two Lakhs only), in the form of a Demand Draft (DD) issued by any Scheduled bank in favour of Enterpriseforce Client whose transportation business they are interested in, payable at **Mumbai** and EMD Demand Draft should be valid for at least 90 days from the date of this RFQ. EMD DD to be drawn in favor of '**Jyothy Labs Limited**'. EMD in any other form will not be accepted.
- ii. **Any RFQ response submitted without EMD as mentioned above, will be summarily rejected.**
- iii. The EMD of all unsuccessful bidders would be refunded by Enterpriseforce Client within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee
- iv. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. Transporters are required to furnish the following information for electronic transfer of the EMD refund to them (template provided in RFQ Part II):
 - a. Transporter / Company Name
 - b. Bank Name and Address
 - c. Transporter / Company Bank Account Number
 - d. NEFT/RTGS/IFSC Code
- vi. Transporters should note that EMD refund will be done electronically unless otherwise decided by an Enterpriseforce Client. Enterpriseforce Client(s) will not be responsible for delay in EMD refund if any bank account details furnished by Transporter in the template provided in RFQ Part II (Section 4: Bank Authorization for Electronic Refund of EMD) are incomplete, erroneous or not available. Notwithstanding anything else stated in this RFQ, in such cases, Enterpriseforce



Enterpriseforce Request for Quotation

or Enterpriseforce Clients shall not be liable for any loss caused to the Transporters on account of non-refund of the EMD.

- vii. The EMD may be forfeited:
- If a bidder withdraws its RFQ response during the period of RFQ response validity.
 - If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder).
 - If a bidder is found to be in violation of any of the terms and conditions stated in this RFQ or the subsequent Enterpriseforce Fair Bidding Agreement that will be sent to Transporters shortlisted for reverse auction.
 - If Enterpriseforce or Enterpriseforce Clients learn of explicit or implied collusion between Transporters in any manner whatsoever resulting in anti-competitive behavior.
 - If there is delay or inability in providing the PBG or Performance Guarantee Deposit in the stipulated time period as mentioned in section 5.8
- viii. If EMD is not forfeited as per section (vii) then the Enterpriseforce Client(s) shall be liable to refund the EMD amount to the Transporters subject to the terms and conditions stated in this section.\.
- ix. Enterpriseforce shall have no responsibility or liability whatsoever towards the refund of EMD deposited by Transporter with the Enterpriseforce Client(s).

5.8 Performance Bank Guarantee (PBG)

PBG is mandatory for all successful bidders before contract can be awarded, by the due date and time mentioned in this RFQ. Enterpriseforce Client(s) shall accept from the Transporter a PBG from any scheduled commercial bank acceptable to Enterpriseforce Client(s). The PBG will be furnished to Enterpriseforce Client(s) within 30 days of signing of the Transportation Agreement.

Successful Transporters should give a PBG of **three percent (3%) of the contract value to be awarded or Rs. 3 lakhs, whichever is higher**, subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client, after the reverse auction, in favor of the Enterpriseforce Client for which the contract is to be awarded.

The PBG should be valid for 13 months from the date of commencement of the contract with Enterpriseforce Client(s). The denomination(s) and number of such bank guaranties will be advised by Enterpriseforce Client(s) at the contract stage after the reverse auction.

OR

If the successful Transporter is not able to arrange for a PBG or if any Enterpriseforce Client so requests, he will have to furnish at the time of signing contract, a Performance Guarantee Deposit of **3% (Three percent) of contract value or Rs. 3,00,000/- (Rupees three lakhs only) whichever is higher**, subject to a maximum amount of Rs. 25 lakhs per Enterpriseforce Client, by way of demand draft (DD) favouring Enterpriseforce Client(s) for due discharge of his obligation under the contract with Enterpriseforce Client(s). Such a Performance Guarantee Deposit may be forfeited in part or in whole if



Enterpriseforce Request for Quotation

the Transporter does not fulfil any of the terms and conditions of the agreement. This Performance Guarantee Deposit shall not bear any interest. The denomination(s) and number of such DD's will be advised by Enterpriseforce Clients at the contract stage after the reverse auction.

In case the PBG or Performance Guarantee Deposit is not furnished by Transporter in the stipulated time period as mentioned in this section 5.8, Enterpriseforce Client(s) will be at liberty to deduct INR one lakh from the EMD amount for each month of delay (or part thereof) beyond the end of the stipulated time period for such Transporter. If, even after forfeiture of the whole EMD amount, the transporter fails to furnish the PBG or Performance Guarantee Deposit, in that event, Enterpriseforce Client may terminate the transportation agreement without any notice.

Note: PBG will be **three percent (3%) of the contract value to be awarded or Rs. 3 lakhs, whichever is higher**, subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client as illustrated below:

S. No.	Details	JLL	Other Client
1	Total Contract value per Enterpriseforce Client	1 crore	1 crore
2	PBG amount [3% of (1) or Rs. 3 lakhs, whichever is higher , subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client]	3 lakhs	3 lakhs

Illustration (I) for Performance Bank Guarantee (PBG) or Performance Guarantee Deposit

S. No.	Details	JLL	Other Client
1	Total Contract value per Enterpriseforce Client	7 crores	4 crores
2	PBG amount [3% of (1) or Rs. 3 lakhs, whichever is higher , subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client]	21 lakhs	12 lakhs

Illustration (II) for Performance Bank Guarantee (PBG) or Performance Guarantee Deposit

S. No.	Details	JLL	Other Client
1	Total Contract value per Enterpriseforce Client	15 crores	11 crores
2	PBG amount [3% of (1) or Rs. 3 lakhs, whichever is higher , subject to a maximum PBG amount of Rs. 25 lakhs per Enterpriseforce Client]	25 lakhs	25 lakhs

Illustration (III) for Performance Bank Guarantee (PBG) or Performance Guarantee Deposit



5.9 Authorization to Sign RFQ Response

The original and all copies of the RFQ response shall be typed or written in indelible ink and signed by the Transporter or in case where the Transporter is a company, by a person duly authorized by the Board of Directors. A certified true copy of the authorization from the board or authorized director of the said Transporter or Board Resolution shall accompany the bid/RFQ response stating that the person signing the RFQ response is authorized to do so by the organization. A template for this authorization letter is available in RFQ Part II. All pages of the RFQ response shall be initialed and stamped by the person or persons signing the bid.

In case the RFQ response / bid is signed by a Director / Constituted and Authorized Partner in case of a Partnership Firm, of the Transport company, the above requirement will not apply.

5.10 Amendments in RFQ response

The bid shall contain no erasures, cutting or overwriting except as necessary to correct errors made by the Transporter, in which case such corrections shall be initialed by the person or persons signing the RFQ response.

5.11 Address & Deadline for submission of RFQ response

The RFQ response, in its complete form in all respects as specified in this RFQ along with the EMD demand draft, must be sent to Enterpriseforce by Courier only at the address specified below:

Name: Shraddha Singh / Anurag Pandey

Address:

Enterpriseforce Pvt. Ltd.
C/O Jyothy Labs Limited
Ujala House,
Ramakrishna Mandir Road,
Kondivita Lane, Andheri (E),
Mumbai -400059
India.

Cell: +91 9867175744 / 9833973964

Last Date & Time of submission of the hard copy: **Before 5PM IST on Oct. 31st, 2019**

5.12 Late Submission

RFQ responses received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

5.13 RFQ Submission Guidelines

The RFQ response must be direct, concise, and complete. Enterpriseforce will evaluate Transporter's proposal based on the requirements as outlined in this RFQ.

Transporters shall furnish the required information on RFQ in the enclosed formats only. Any deviations in format or if the envelopes are not sealed properly can cause the RFQ response to be liable for rejection.



EnterpriseForce Request for Quotation

I. Submission Procedure

Submission of RFQ response shall be in accordance with the instructions given in the Table below:

S.No.	
1	Envelope 1&2: Separate envelopes containing only the EMD Demand Draft (DD) shall be sealed and super scribed “EMD–JLL” and/or “EMD-Client Name” as may be the case. These envelopes <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the RFQ response will be rejected.
2	Envelope 3: RFQ response including RFQ Part II and Rate card on Transporter letterhead
3	<p>Envelope 4: All envelopes should be placed in a single waterproof envelope and sent by a reputed courier to the designated address.</p> <p>Upon submission of the RFQ response and EMD DD in a single sealed envelope to the designated address, Transporter will confirm to EnterpriseForce the DD number, bank details, date issued and courier name and tracking number through email to partner@theenterpriseforce.com with cc to enterpriseforce@gmail.com</p> <p>Transporter will attach the RFQ rate card (Excel sheet with rates filled in) with this email.</p> <p>The RFQ responses received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.</p>

1. EnterpriseForce will not accept delivery of RFQ response in any manner other than that specified in this RFQ. RFQ responses delivered in any other manner shall be treated as defective, invalid and rejected.
2. The bidders are requested to sign / stamp across the envelopes along the line of sealing to ensure that any tampering with the RFQ response envelope cover could be detected.
3. The envelope with RFQ response should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFQ documents, annexures and attachments, at the address and time as specified in this RFQ.
4. As a part of the RFQ Process, the RFQ response and the subsequent reverse auction rates shall be valid for a period of Six (6) months from the submission deadline of the RFQ and/or date of completion of the relevant reverse auction respectively. A RFQ response valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Transporter withdraws



Enterpriseforce Request for Quotation

his proposal in writing, it will be deemed to be valid until such time that the Transporter formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, Enterpriseforce or Enterpriseforce Client(s) may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made by email.

Language of RFQ Response

The RFQ response and all related correspondence and documents shall be written in English. The RFQ response and all accompanying documentation or materials will become the property of Enterpriseforce and will be sent to JLL

II. RFQ Conditions for the RFQ Process

1. This RFQ is only an invitation to offer and not an offer and is issued with no commitment. Enterpriseforce reserves the right to withdraw this RFQ and change or vary any part thereof at any stage with the consent of JLL. Enterpriseforce also reserves the right to disqualify any bidder should it be so necessary at any stage with the consent of JLL.
2. Timing and sequence of events resulting from this RFQ shall ultimately be determined by Enterpriseforce.
3. No oral conversations or agreements with any official, agent, or employee of Enterpriseforce or Enterpriseforce Clients, shall affect or modify any terms of this RFQ and any alleged oral agreement or arrangement made by a Transporter / bidder with any department, agency, official or employee of Enterpriseforce or Enterpriseforce Clients, shall be superseded by the definitive agreement for transportation that results from this RFQ Process. Oral communications by Enterpriseforce or Enterpriseforce Clients to bidders shall not be considered binding on them, nor shall any written materials provided by any person other than Enterpriseforce.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Enterpriseforce, Enterpriseforce Clients or any of their respective officials, agents, or employees arising out of or relating to this RFQ or these procedures (other than those arising under a definitive transportation service agreement with the bidder in accordance with the terms thereof).
5. Until the contract is awarded and during the period of the transportation contract, bidders shall not directly or indirectly, solicit any employee of Enterpriseforce or Enterpriseforce Clients, to leave Enterpriseforce or the Enterpriseforce Client, or any other employees or associates involved in this RFQ Process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of Enterpriseforce and JLL.

III. Rights to the Content of the RFQ and RFQ Response

All proposals and accompanying documentation of the RFQ and RFQ response/proposal will become the property of Enterpriseforce and JLL. Enterpriseforce is not restricted in its rights to use or disclose any or all of the information contained in



Enterpriseforce Request for Quotation

the RFQ and can do so without compensation to the Bidders. Enterpriseforce shall not be bound by any language in the RFQ response indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

IV. Modification and Withdrawal of RFQ Response

No proposal may be withdrawn in the interval between the deadline for submission of RFQ response as specified in this document and the expiration of the validity period of SIX months thereafter. Entire EMD may be forfeited if any of the bidders withdraw their bid during the validity period.

V. Invalid RFQ response for RFQ Process

An RFQ response / proposal may be construed as an invalid and ineligible for consideration:

1. If it does not comply with the requirements of this RFQ and the RFQ Process. Failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.
2. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFQ or do not appear to address the particular requirements, and any such bidders may also be disqualified

VI. Criterion for Disqualification from RFQ Process

The RFQ response / proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFQ:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
2. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
3. The Bidder qualifies the proposal with his own conditions
4. Proposal is received in incomplete form
5. Proposal is received after due date and time at the designated venue
6. Proposal is not accompanied by all the requisite documents
7. Information submitted in RFQ response is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the RFQ Process
8. Bidder tries to influence the RFQ evaluation process by unlawful/corrupt/fraudulent means at any point of time during the RFQ Process, reverse auction or at any other stage before or after the RFQ submission deadline
9. In case any one bidder submits multiple RFQ responses or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional RFQ responses/bidders are withdrawn upon notice immediately
10. Bidder fails to:
 - Provide the EMD demand draft before the RFQ submission deadline



Enterpriseforce Request for Quotation

- Deposit the Performance Bank Guarantee (PBG) or Performance Guarantee Deposit within 30 days of transportation contract signing and/or
 - Fails to enter into a contract within 10 working days of the date of notice of award of contract or within such extended period, as may be specified by Enterpriseforce.
11. Bidders may specifically note that while evaluating the RFQ response, if it comes to Enterpriseforce or Enterpriseforce Clients knowledge, explicitly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the RFQ's floated by Enterpriseforce or JLL.

VII. Conflict of Interest

By responding to this RFQ, Bidder confirms the absence of any conflict of interest with Enterpriseforce or Enterpriseforce Clients and if required, shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in this RFQ.



6 RFQ Process and Next Steps

6.1 RFQ Data Accuracy

Though the estimation of requirements in this RFQ has been made to the best of Enterpriseforce and Enterpriseforce Clients' knowledge and ability, neither Enterpriseforce nor Enterpriseforce Clients make any guarantee regarding the accuracy of the requirements estimated in this RFQ as Enterpriseforce Clients' parameters used for estimation (like the freight volume etc.) depend on many external factors and are market dependent.

The projected requirements stated in this RFQ are subject to fluctuation.

6.2 Business Volume Growth

Enterpriseforce Client's may increase their installed capacity and the industry growth is projected to be significant. Transporter's responding to this RFQ and participating in the subsequent Reverse Auction must be willing and ready to proportionately invest in increasing their capacity.

6.3 Reverse Auction Overview

a. Invitation for Reverse Auction

Transporters who respond by the RFQ response Deadline and are shortlisted based on their RFI response and the completeness and competitiveness of their RFQ response will be invited to bid in this reverse auction on a lot-by-lot basis for lots for which they have been shortlisted. Enterpriseforce will send invitations to the shortlisted Transporters for the reverse auction after the RFQ response Deadline and will also conduct training session for Transporters to familiarize them with the Enterpriseforce reverse auction process.

b. Synchronization between Reverse Auction and Enterpriseforce RFQ

Transporters will provide lot and lane level quotations in their RFQ response. The reverse auction will be conducted at a lot level, with each lot in the reverse auction being referred to by the same unique number (Lot No.) that is used in this RFQ. Transporter **MUST** bid for all lanes in a lot. In case of any change in lot numbering etc., Enterpriseforce will inform all shortlisted Transporters about the same in writing in advance of the reverse auction.

All terms and conditions listed in this Enterpriseforce RFQ document will also apply to the reverse auction unless intimated otherwise in writing by Enterpriseforce.

c. Reverse Auction 'No Bids'

There will be a base price or starting price which shall be determined by Enterpriseforce in consultation with Enterpriseforce Clients.

In the auction if there is no bid then the lowest price in the RFQ response(s) will be awarded the contract at the discretion of the Enterpriseforce Clients in consultation with Enterpriseforce.



Enterpriseforce Request for Quotation



7 RFQ Commercials

7.1 Commercials in RFQ response

The Transporter / Bidder is expected to state the lots they would like to bid for and price all the lanes in those lots. Enterpriseforce may seek clarifications from the Bidder on their RFQ response.

7.2 Error Correction in RFQ response

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the RFQ response is received by Enterpriseforce. All corrections, if any, should be initialed by the person signing the RFQ response before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in RFQ response will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
3. In case of discrepancy in any data between the RFQ rate card (Excel sheet) and hardcopy of RFQ response (signed and stamped), the data in the signed and stamped hardcopy of RFQ response will govern unless the overall lot price for any lot, as stated in the RFQ response, is greater than the lot price stated in the RFQ rate card, in which case the (lower) lot price mentioned in the RFQ rate card shall govern.

7.3 Pricing Terms and Conditions

1. All the prices will be in Indian Rupees (INR or Rs.)
2. No adjustment of the price quoted in the RFQ shall be made on account of any variations in costs of labor, toll taxes, inflation, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. Enterpriseforce Clients will however provide for adjustments resulting only from Diesel / Fuel Price Change (FPC) as listed in subsequent sections. **These exclusions will be overruled by any details mentioned in Sections 8 listing Enterpriseforce Client(s) terms and conditions.**
3. The bid price shall be the only payment, payable by Enterpriseforce Client(s), to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in this RFQ or the one agreed between Enterpriseforce Client(s) and Transporter.
4. Rate to be quoted should not include GST. GST will be over and above the rate quoted and will be paid by Enterpriseforce Clients.
5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the RFQ response and/or the transportation contract. An RFQ response submitted with an adjustable price quotation or conditional RFQ response may be rejected as non-responsive.
6. Bidder should provide all prices/bids as per the prescribed format given in Section I of RFQ Part II. Bidder should not leave any field blank for the lot that they quote for.



Enterpriseforce Request for Quotation

7. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. The bid amount shall be inclusive of toll charges and any other charges as applicable.
8. All costs incurred due to delay of any sort, shall be borne by the Bidder.
9. Enterpriseforce and Enterpriseforce Clients reserve the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.



8 Jyothy Labs Limited (JLL) Terms and conditions

JLL Terms & Conditions

This section contains the terms and conditions as stated in the JLL Transportation Contract.

8.1 Share of Business

JLL intends to award **70%** of the business within each lot to lowest Bidder (**L1**) the balance **30%** to the second lowest Bidder (**L2**).

However, EnterpriseForce Client(s) reserve the right to decide the volume of the business to be given to the lowest bidder.

Transporters may please note that lowest bid does not automatically become the winning bid. The award decisions will / may include a comparison of cost competitiveness, supplier quality, delivery performance, new supplier qualification costs, and available capacity, in addition to other factors that EnterpriseForce Client(s) may deem relevant.

However, in certain lots, the business may be awarded to more than one Transporter depending on their competitiveness & capabilities, at the sole discretion of EnterpriseForce Client(s), in consultation with EnterpriseForce.

8.2 Validity of contract

EnterpriseForce Clients intend to establish a 12-month Transporter Contract through this RFQ Process. The tenure of the Transporter Contract will start from the date it is signed by both Parties. *Transporter Contract Ex. Jammu will be of 3 months (Season from Oct. to Dec.) and 9 months (Off-season from Jan. to Sept.) considering the apple season.*

8.3 Transportation Rate revision

Rate revisions will be considered by EnterpriseForce Clients only in the following situations and at their sole discretion:

1. Fuel Price Change (detailed in subsequent sections)
2. Manufacturing location change from the current facility to a new one which is greater than 50-75 Kms away.



1. DEFINITIONS

Unless repugnant to the context the following terms shall have the meaning assigned to them hereunder:

- 1.1** 'Goods' shall mean the Company's products to be transported from the Source Location to the Delivery Location.
- 1.2** 'Source Location' shall mean the location from which Goods are loaded on to the trucks for the delivery to the Delivery Location.
- 1.3** 'Delivery Location' shall mean the delivery of the Goods to the designated location indicated by the Company.
- 1.4** 'LR' shall mean the lorry receipt issued by the Transporter at a time of accepting delivery of the Goods at the Delivery Location.
- 1.5** 'Transshipment' shall mean the transfer of Goods from one truck to another.
- 1.6** 'Transportation' shall mean movement of Goods from one location to the Delivery Location as directed by the Company.
- 1.7** "Term" shall mean the term of this Agreement as set forth in Clause 3.1 herein after

2. INTERPRETATION

- 2.1** The division of this Agreement into headings is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 2.2** Words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the feminine and neuter genders and vice versa.
- 2.3** Capitalized terms not defined in Clause 1 herein above and used in this Agreement shall have the meaning assigned to them in the respective Clauses of this Agreement.

3. TERM

- 3.1** The term of this Agreement shall come into effect from _____ ("Commencement Date") and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in full force and effect for a period of _____ years i.e. till _____ ("Term"). Thereafter, the Parties may renew this Agreement for additional period on mutually acceptable terms and conditions by executing a fresh Agreement.

3.2

4. SCOPE OF SERVICE

- 4.1** The Company hereby engages the service of the Transporter, whereby the Transporter shall provide to the Company service relating to the Transportation of Goods from the Source Location to the Delivery Location as required by the Company from time to time.



- 4.2 Transshipment of the Goods shall not be done except with the explicit prior written permission of the Company.**
- 4.3 Transporter shall transport the goods of the Company only through trucks.**
- 4.4** The Company shall inform the Transporter's local office between 9.00 a.m. to 5.00 p.m. on any given day, of its daily requirement of trucks. The requisite number of trucks shall report to the Source Location between 9.00 a.m. to 5.00 p.m. on the same day or on the next day. **If the Transporter fails to provide the trucks within 24 (Twenty Four) hours of raising the indent, the Company shall arrange for the loading of the Goods on the other vehicle and the differential charges for the same shall be deducted from the amount payable by the Company to the Transporter on account of the invoices either raised or to be raised by the Transporter.**
- 4.5** The Transporter shall arrange to provide as many numbers of trucks as required by the Company on any given day.
- 4.6** When the Goods are loaded from the Source Location, the Company's representative at the Source Location shall provide to the Transporter, all required documents, including challan or invoice in duplicate. The Transporter shall acknowledge receipt of the Goods from the Source Location on one of the challan or invoice copy.
- 4.7** The Transporter shall deliver the Goods to the dealers/distributors/stockist specified by the Company or to any other person as may be directed in writing by the authorised representative of the Company. When the Goods are delivered at the Delivery Location, the acknowledgement shall be obtained on LR. The Transporter shall also obtain the delivery certificate/challan in duplicate from the recipient of the Goods. The recipient of the Goods shall mention the remarks about the delivery of the Goods such as quantity of damaged stock, shortage in delivery, etc. if any, on the delivery certificate/challan. The Transporter shall hand over the proof of such delivery along with the invoice for payment to the Company.
- 4.8** The Company reserves the right to load the truck(s) lower than the maximum capacity of the truck as prescribed under the RTO rules governing the states where the Goods are loaded.
- 4.9** It is agreed and understood between the Parties that this Agreement is on a principal-to-principal basis.
- 4.10**
- 4.11** This Agreement is entered into non-exclusive basis. Nothing contained in this Agreement shall be deemed to preclude the Company from undertaking Transportation on its own or arranging for Transportation by or from any other party. This Agreement is entered into non-exclusive basis and there is no commitment by the Company for any minimum tonnage



load, or mileage. The Parties agrees that if the truck reaches the Source Location on a Sunday or a national holiday, then it shall be considered as if the truck has reached on the next working date. Further, trucks reporting post 1.00 p.m. shall be considered as having reported on the following day.

5. REPRESENTATIONS AND WARRANTIES OF THE TRANSPORTER

- 5.1** The Transporter is entitled to enter into this Agreement and provide the service agreed herein.
- 5.2** By entering into this Agreement, Transporter shall not be transferring in any manner whether directly or indirectly any liabilities or claims to the Company.
- 5.3** The Transporter shall not enter into any agreement in the name of or purporting to be made on behalf of the Company.
- 5.4** The Transporter shall not at any time mortgage, charge, hypothecate, pledge or otherwise encumber the Goods or any of these which belongs to the Company.
- 5.5** The Transporter shall not impose or attempt to impose any contractual obligations, on the Company either in its own name, offices, factories or depots or on its invoices, bills, letter heads or papers or any other place or by any other means, oral or written or make any statement or representation purporting or liable to induce others to believe that the Transporter is the agent of the Company.
- 5.6** The Transporter shall not use the name of the Company for any promotional purposes without the prior written consent of the Company
- 5.7** By entering into this Agreement, Transporter shall not conflict with, breach, cause a default under or result in the termination of any contract, agreement or understanding, oral or written, including, without limitation, any non-competition covenant, to which the Transporter is a party or by which the Transporter is bound.
- 5.8** The Transporter does not, and Transporter's personnel do not, have any obligation, whether express or implied, to any third party that would interfere with, hamper or limit the Transporter's ability to provide the service or to comply with other obligations under this Agreement.
- 5.9** The Transporter has all permits, approvals and licenses necessary to carry out the service agreed herein and in fulfilling its obligations hereunder. The Transporter shall assign only persons with the appropriate training and qualifications to perform the service herein agreed.
- 5.10** In no circumstances shall an employer-employee relationship be created with the Company nor shall the Company be directly or indirectly or vicariously liable for any claims/demands made by the Transporter's



employees.

- 5.11** The property in the Goods shall at all times remain and shall be deemed to be vested in the Company and the Transporter shall at no time have any right of lien or any similar rights on the Goods. The Transporter expressly waives its contractual right of lien on the Goods and the Company shall at all times have unrestricted access to the Goods at any point of Transportation and storage.

6. TRANSPORTER'S OBLIGATIONS

- 6.1** The Transporter shall obtain valid licenses, permits, etc. with regard to the vehicles used by the Transporter and shall secure any such registrations, approvals and licenses which may become applicable during the continuance of this Agreement.
- 6.2** The Transporter shall ensure that each vehicle provided by the Transporter is compliant with the RTO rules and regulation all the time.
- 6.3** **The Transporter shall ensure the completeness of all documentation viz. GRN, Weigh slip, Road permits etc. where entry permits are applicable for intrastate Transportation.**
- 6.4** The Transporter is aware that some of the Goods of the Company may be of hazardous in nature and hence shall take all preventive as well as adequate other measures and shall have the safety norms and equipment like fire extinguisher, etc. in the trucks to enable the driver or the Transporter to minimize the loss of the Goods/personal injury/damage to the truck on account of fire, etc.
- 6.5** The Transporter shall comply with all the laws, including labour laws and rules, regulations and requirements of any Government and of any municipal or other authority having jurisdiction in any manner whatsoever with regard to the subject matter of this Agreement.
- 6.6** The Transporter shall ensure that the driver and cleaner of the truck follows the discipline, driver carries a valid driving license, driver carries vehicle RC book/vehicle permit and all other necessary papers required under the laws prevailing in India at that point in time, driver and cleaner does not suffer from any disability and possess adequate skill, knowledge and expertise in this field and not addicted to bad habits which may be considered either illegal, immoral, unethical or indecent.
- 6.7** The Transporter shall ensure that the driver and the cleaner do not smoke or chew tobacco within the Source Location and Delivery Location.
- 6.8** Every month end the Transporter shall submit to the Company destination wise average transit time report of the trucks.
- 6.9** In case the Transporter/driver misplaces any document, in that case the Transporter shall intimate the Company in writing about the loss of documents immediately within 2 (Two) hours of such incidence. If for any reason any truck is seized at a check post, for loss of documents from the



Transporter, in that event, it shall be the responsibility of the Transporter to get the Goods cleared from the check post at its own cost and Transporter shall submit a letter to the Company stating that the documents have been misplaced due to Transporter's negligence. The seizure of trucks/Goods shall be intimated to the Company immediately within 2 (Two) hours from such seizure taking place. In case of delay in intimating the loss of the documents or seizure of the trucks/Goods, the Company shall impose a penalty of Rs.5,000/- (Rupees Five Thousand Only) per hour from the hour of the loss of the documents or seizure of the trucks/Goods as the case may be till the time of the intimation to the Company. The said amount shall be deducted from the invoices already raised/to be raised to the Company.

- 6.10** The Transporter shall have mechanism/system to track its trucks which is already under the services given to the Company.
- 6.11** Every week on Thursday Transporter shall send the Company transit tracker report, giving information about the trucks in transit and likely date of its arrival at Delivery Location.
- 6.12** **LR shall mention the type of the truck (for e.g. 9mt, 15 MT, 32 feet container. etc.) and it shall be signed by the authorized representative of Company at the agreed Source Location.**
- 6.13** **The Transporter at the request of the Company must track/trace the trucks within 1(One) hour at any point in time and immediately intimate to the Company.**
- 6.14** The Transporter agrees to abide by other policies, rules and regulations imposed by the Company that would apply to the conduct and quality of service of the Transporter and its individual personnel. Also, the Transporter agrees to be subjected to regular performance evaluation by the Company, which the Company shall provide to the Transporter with the details and mechanics at an appropriate time.
- 6.15** The Transporter shall solely be liable for any losses, damages, etc. for any reason whatsoever that may take place to the trucks or Goods or drivers or to any other person due to negligence attributable or for act of omission or commission of the Transporter or its employees or otherwise once the Transporter has issued the LR.
- 6.16** The Transporter shall solely be liable and responsible and accordingly manage any exigencies on road and shall ensure that the Goods reach safely in same quality and quantity at the Delivery Location.
- 6.17** The Transporter shall ensure that the trucks reaches from Source Location to Delivery Location and vice versa within the time frame as mentioned in the **Annexure "A"** to this Agreement. Any delay in reaching the Delivery Location shall be informed by the Transporter to the Company for necessary action. The Transporter's driver shall also ~~mention the number of days of such delays on the challan/invoice and~~



shall sign the same.

- 6.18** It is agreed between the Parties that in case the Transporter does not deliver the Goods at the Delivery Location within the time frame as mentioned in the Annexure "A" to this Agreement, the Transporter shall be liable to pay damages of Rs. 1,000/- (Rupees One Thousand Only) per day of delay upto 4 (Four) days and thereafter Rs.2,500/- (Rupees Two Thousand And Five Hundred Only) beyond the stipulated time as mentioned in the Annexure "A" to this Agreement and the same shall be recovered by the Company from the amount of the invoice raised or to be raised by the Transporter. However, if the delay is on account of accident, or Force Majeure Event as mentioned in Clause 13 herein below, the Transporter shall be liable to pay the damages at the rate of 50 % (Fifty Percent) for the delay.
- 6.19** In the event of any pilferage, mishap, accident of the truck, Transporter shall report the incident to the Company within 2 (Two) hours of the occurrence of the incident.
- 6.20** The Transporter shall not use any empty space in the truck to load any other material not belonging to the Company and in case the Transporter does or found to be doing so, the Company shall not be responsible for such unaccounted material and the Transporter shall be liable to pay penalty to the Company at the rate of 10% (Ten Percent) on the Freight Charges. Any damage happening because of overloading or because of loading some other (non Company) product in the same vehicle as JLL will be debited to the Transporter and the above mentioned penalty (10%) on Transporter will be over and above the debit due to the damaged product and no insurance claim for such damages will be entertained.
- 6.21** The Transporter shall not use the trademark "Jyothy Laboratories or Jyothy Labs" or any other trademark, copyright or other intellectual property rights of the Company as part of its corporate name, trademark, or trade name.
- 6.22** The Transporter agrees that the Company and its authorized representatives shall have the right, upon reasonable notice, to audit all applicable records of the Transporter for the purpose of determining compliance obligations set forth in this Agreement and any company policies applicable to the services provided by the Transporter under this Agreement and the terms of this Agreement. This right to audit shall extend throughout the term of this Agreement and for the later period of 2 (Two) years after termination or expiry of this Agreement.
- 6.23** At the Delivery Location, the Transporter shall ensure the recording of



shortage/damages of the Goods on the LR while taking acknowledgement from the person-in-charge at the Delivery Location.

- 6.24** The Transporter shall ensure that all the documents provided by the Source Location and/Delivery Location shall be handed over to the relevant person.
- 6.25** If the truck reaches the Source Location on a Sunday or a national holiday, then it shall be considered as if the truck has reached on the next working date. Further, trucks reporting post 1.00 p.m. shall be considered as having reported on the following day.
- 6.26** In case of refusal to accept the delivery of the Goods by the Company's distributor/dealer/stockiest or the consignment is returned from Company's distributor/dealer/stockiest, the Transporter shall be responsible to deliver the Goods back to the Company's carrying and forwarding (C&F) agent's godown or the Company's godown or to any distributor/dealer/stockiest/depot at such location as may be informed by the Company in exactly same quantity and quality only. Any damage to the Goods or loss of the Goods on any account whatsoever shall be adjusted/set off against the invoice raised or will be raised by the Transporter.
- 6.27** The Transporter shall intimate the Company immediately in writing if the goods received note is not provided by the Delivery Location. On receipt of this intimation the Company shall make direct inquiries with the designated Delivery Location.
- 6.28** All consignments in transit shall be raised/issued on the Transporter's risk.
- 6.29** The Transporter shall remain fully responsible for delivery of the Goods to the Delivery Location in "intact and original" condition within the stipulated time mentioned in the **Annexure "A"** to this Agreement.
- 6.30** The Transporter shall lift the Goods from the Source Location irrespective of number of cases offered within 24 (Twenty Four) hours of intimation by the Company.
- 6.31** The Transporter shall ensure that the truck which has reported at the Source Location is only reported at the Delivery Location along with the consignment.
- 6.32** **In case of an accident of the truck or theft of Goods, pilferage, damage, losses to the Goods, etc., the Transporter shall file FIR within 24 (Twenty Four) hours with concerned police station within the jurisdiction where the incidence has taken place and submit the copy of FIR along with shortage certificate to the Company for filing Insurance claim. All the documents necessary for insurance claim shall be submitted within 7 (Seven) days of reporting the incident and in case of failure to do the same the Transporter shall**



be liable for the total value of the Goods lost/damaged.

- 6.33** In the event of any non-delivery, theft, shortage, damage, breakages, etc. of the Goods, the Transporter shall issue the appropriate certificate to the dealer/distributor/stockiest and all such claims shall be settled by the Transporter within 10 (Ten) days from the date of the submission of the claim. In the event of failure on the part of the Transporter in settling the claims with the dealer/distributor/stockiest, the Company reserves the right of settling the claims of its dealer/distributor/stockiest by deducting the claims amount from invoices already raised or to be raised by the Transporter.
- 6.34** The Transporter shall comply with applicable Labour Legislations and other applicable laws and undertakes to make all statutory payments on time including not limited to minimum wages, ESIC, PF, bonus, gratuity and other benefits, as may be due to its employees. The Transporter further undertakes to maintain all the statutory records for the employees and the Company shall not be responsible or liable for non-compliance of this obligation by the Transporter.
- 6.35** The Transporter shall on monthly basis pay various statutory dues/contribute on account of ESIC, PF, etc. as may be due to its employees with the concerned government and shall obtain separate code of its own by registering itself within the concerned statutory authority and also obtain the separate sub code for each of its employees. The Transporter shall furnish the Company the duly paid challan on account of ESIC, PF, etc. on monthly basis and shall also submit to the Company copies of the quarterly returns submitted by it to the concerned statutory authorities.
- 6.36** The Transporter shall provide the service agreed herein to the Company in a professional and ethical manner consistent with the standards of practice existing within the community; the standards, rules and regulations of applicable accrediting organizations; and, all applicable laws and regulations.
- 6.37** It is clearly understood and agreed by and between the Parties that every person so engaged by the Transporter to execute its obligation under this Agreement shall not have any claim or right, whatsoever against the Company. Transporter shall be solely responsible for its terms and conditions of services, safety, etc. and under any circumstances Transporter's employees shall not be deemed to be the employees of the Company.
- 6.38** The Transporter shall not employ young person below the age of 18 (Eighteen) years for the purposes of providing the service agreed herein to the Company.



- 6.39** The Transporter shall immediately advise the Company in writing in the event that any person employed by or associated with the Transporter becomes such government official, political party etc.
- 6.40** In order to enable the Company to ensure that the Transporter is complying with the required control norms and expectations, the Transporter shall permit the Company to depute its authorised representatives for the purpose of periodically auditing the records, accounting.
- 6.41 Detention Charges:** If the truck is detained at the Company's factory/depot: the Company shall pay the Detention Charges to the Transporter as below:
- 6.41.1** Rs. 500/- (Rupees Five Hundred Only) per day for 7.5 (Seven and half) MT and 9 (Nine) MT;
 - 6.41.2** Rs. 800/- (Rupees Eight Hundred Only) per day for 15 (fifteen)/16 (Sixteen) MT;
 - 6.41.3** Rs. 1,000/- (Rupees One Thousand Only) per day for 21 (Twenty One) MT and 32' Single/ Multi Axle Container.

The Transporter shall take the acknowledgment from the authorised representative of the Company present at the factory/depot with respect to the reporting date and unloading date. Detention Charges shall be calculated starting 24 (Twenty Four) hours from the date and time of reporting at the depot/factory. Detention Charges shall be adjusted in the invoice raised or to be raised by the Transporter.

- 6.42** If the goods are found damaged when received at the Delivery Location or when returned to the Source Location, then the Transporter shall be liable to pay the damages at the rate of 50% (Fifty Percent) of the Maximum Retail Price (hereinafter referred to as "MRP") of the goods. The Company shall have the right to recover this amount by deducting the same from the invoice raised or to be raised by the Transporter.
- 6.43** If the goods are found missing when received at the Delivery Location or when returned to the Source Location, the receiving Plant / Depot shall mention the same at the back of LR. The Company shall have right to deduct MRP of missing Goods from the Invoice raised or to be raised by the Transporter.

7. PAYMENTS AND ACCOUNTING

7.1 Subject to the terms and conditions of this Agreement the Company shall pay the Freight Charges to the Transporter as mentioned in the **Annexure "A"** to this Agreement, which is inclusive of Transporter risk charges and door delivery charges (hereinafter "**Freight Charges**").

7.2 While the Goods are offered for loading 1 (One) copy of the related invoice



shall be handed over to the Transporter. While delivering the Goods at Delivery Location, the Transporter is required to obtain the acknowledgement from the recipient showing the date and time of delivery in the invoice as a proof of the receipt of the Goods. The carrying and forwarding (C & F) agent shall submit the system report for reimbursement of freight. In no case the Transporter shall part with the consignment without the acknowledgement of the receipt of the Goods by the dealer/distributor/stockiest.

7.3 The Transporter shall subsequent to the delivery of the Goods at the Delivery Location, within period of 60 (Sixty) days from thereon hand over to the Company the following documents:

7.3.1 Original invoice for the service rendered by the Transporter, properly supported by acknowledgement with seal and signature of the receiver;

7.3.2 Original acknowledged LR;

7.3.3 Delivery certificate/challan in original duly acknowledged as mentioned in Sub Clause 2.5 herein above along with remarks if any;

7.3.4 Proof of delivery and relevant reports generated by the system.

7.4 The Company shall pay the Freight Charges to the Transporter within 30 (Thirty) days from the date of receipt of the documents mentioned in Sub Clause 5.3 herein above and being satisfied as to the accuracy of the invoice and after deducting the amounts recoverable, if any.

7.5 If the documents mentioned in Sub Clause 5.3 herein above are received after the expiry of 60 (Sixty) days from the date of delivery of the Goods to the Delivery Location without valid reason, shall not be considered for the payment. It shall be at the sole discretion of the Company to consider the reason given by the Transporter as valid or not.

7.6 The Company shall make the payment through cheque/NEFT/RTGS at the sole discretion of the Company in favour of “_____”.

7.7 In case on LR the recipient has mentioned about the short delivery and/or damaged of Goods and etc. in that event the payment shall be done to the Transporter only after deducting the loss occurred due to the short delivery and/damaged of the Goods and etc..

7.8 In case of non-delivery of the Goods, the Company shall not be liable to make the payment of Freight Charges and/or invoice and the Transporter shall have to make good the losses, if such Goods are not returned back to the Source Location within 7 (Seven) days from the scheduled date of the delivery.

7.9 All payment under this Agreement shall be subject to deduction of tax at



source (**TDS**) as per the provision of the Income Tax Act, 1961 and other applicable taxes as per the laws and regulations of India prevailing at the time of payment.

- 7.10** The Transporter shall be solely liable to pay any Octroi, Goods and Service Tax (GST) or other Government levies payable on the Goods by its authorized agent or self. The Company shall reimburse the same against production of original receipts for the levy amount. The Company shall not be liable for any other charges or expenses of any nature whatsoever. Transporter hereby represent that it is or shall be registered under Goods and Services Tax (if required by law) and be compliant of Goods and Services Tax provisions. In case of non-compliance of the Goods and Services Tax provisions by the Transporter, resulting in any loss to the Company, the Transporter shall be solely liable to the Company and indemnify the Company. In the event Goods and Services Tax is charged by the Transporter, the Transporter shall ensure that the invoice clearly provides the break-up of various applicable taxes. The Transporter shall ensure the payment of said Goods and Services Tax to the concerned government authorities and shall provide to the Company the Goods and Services Tax paid challan as a confirmation of payment of such Goods and Services Tax, within one (01) month of such payment.
- 7.11** Manual loading and unloading of the Goods shall be done by Company or its representative at Company's cost by employing its own labour.
- 7.12** Loading of the Goods through forklift or crane shall be done by the Company if required. If the same is arranged by the Transporter then the charges for the same shall be paid to the Transporter on actuals by the Company provided necessary supporting documents acknowledged by Company's authorized representative is submitted to the Company.
- 7.13** The Company shall not be liable to pay any of the extra charges for Hamali, surcharge, demurrage, insurance charges or any other charges that the Transporter may have incurred while delivering the Goods to the Delivery Location.

8. QUALITY OF TRUCKS

- 8.1** The trucks provided by Transporter shall meet the quality requirements as mentioned in the **Annexure "B"** to this Agreement (hereinafter referred to as the "**Quality**").
- 8.2** The Company reserves the right to return/refuse any truck in the event of non-conformance to any Quality. In such cases, Transporter shall replace the truck and failure of which would entitle the Company to debit the differential cost of hiring trucks from any other source to the Transporter's account.
- 8.3** **In the event of a truck breaking down, the Transporter shall arrange for another truck to unload the Goods from the former truck and tranship it to the Delivery Location. No additional**



charges shall be paid for such additional service rendered by the Transporter.

- 8.4** The representative of the Company shall have right to inspect the condition of the truck, permits, insurance books of each truck, up to date vehicle tax paid receipts and valid subsisting driving licenses of the drivers and the Transporter shall produce the said documents for the inspection to the Company whenever required to do so. If the representative of the Company comes to the conclusion that any truck is not of the good quality as per details mentioned in the **Annexure "B"** to this Agreement, he can require the Transporter to take back the said truck for which the Transporter shall not be entitled to any charges.

9. DAMAGES/LOSS AND PROTECTION

- 9.1** The Transporter shall ensure that the Goods which are loaded in the trucks at all Source Location is properly packed and Goods and trucks are covered with proper good quality tarpaulins. In case of any negligence in this regard, the Company reserves the right to recover from the Transporter the loss that may be sustained by the Company.
- 9.2** During Transshipment, the Transporter shall take proper care and precautions for the protection of the Goods, so that the Goods may be delivered to the dealer/distributor/stockiest in good condition.
- 9.3** During movement of trucks inside the Source Location and/or Delivery Location and/or during Transportation, if there is any damage to the Goods and the Company has incurred expenses in repair/replacement of the same, then the Company shall recover the same from the Transporter Transporter's invoice.
- 9.4** The Transporter hereby agrees that the damage of any sort to the Goods during the process of Transshipment shall be considered as shortage and necessary recovery shall be affected from Transporter's invoice.
- 9.5** The Transporter shall operate vehicles entirely at its own risk and the Company shall in no case be held responsible for any damage done to the vehicle or to the third parties during the Transportation or when parked in the Source Location/Delivery Location.
- 9.6** The Transporter shall be solely and exclusively responsible for any loss/damage to the consignments/Goods due to accidents, robbery, pilferage, seal tampering, and rough handling or due to any other reason whatsoever while the same are in the Transporter's custody.
- 9.7** **if damages or losses are due to negligence of the Transporter, or are of repetitive nature, Company shall recover entire amount of losses from the Transporter.**
- 9.8** The Transporter shall be responsible for the safety and good condition of the Goods from the time of loading the Goods at the Source Location



till the delivery at the Delivery Location. The responsibility shall cover every manner of risk in the course of the Transportation. If the Goods are lost or damaged during the Transportation, the Transporter shall be liable for the loss or the damage to the Goods. If the Goods are lost or damaged during the Transportation, the Transporter shall immediately inform about the loss or damage along with the place where the trucks are kept to the Company and the Company shall send its representatives to assess the damages, before the consignment is delivered to the Delivery Location. The loss along with the expenses incurred by the Company due to the loss or damages shall be recovered from the money payable to the Transporter. The amount of the loss along with the expenses recoverable by the Company from the Transporter shall be at the sole discretion of the Company.

10. SHORTAGES/INSURANCE

10.1 The Transporter shall ensure that the vehicles used for the Transportation of the Goods under this Agreement are suitably insured by the Transporter against all risks. The value of the third party risks covers shall be maximum permissible for the property damage and unlimited for injury to person. Insurance of drivers and the other employees shall be at the Transporter's responsibility and shall be done at the Transporter's cost. The Company shall not be liable for any claim whatsoever that may be made by any of the Transporter's employees, servants and agents or any third party.

10.2 It is understood and agreed by the Parties that for shortages in receipt of Goods at the Delivery Location, the Company shall recover the loss on account of short receipt of Goods. The same shall be valued at the actual value of the Goods. The Company shall have the right to recover this amount by deducting the same from the invoice raised or to be raised by the Transporter.

11. PERFORMANCE BANK GUARANTEE (PBG)

11.1 As a security for due performance of the Transporter's obligations under this Agreement, the Transporter shall furnish a performance bank guarantee (PBG) for an amount of INR 3 % (Three percent) of the contract value to be awarded or Rs. 3,00,000/- (Rupees Three Lakhs Only), whichever is higher, subject to a maximum PBG amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only). The PBG should be valid for 13 (Thirteen) months from the date of commencement of this Agreement. The PBG shall be furnished to the Company within 30 (Thirty) days from the Execution Date.

11.2 If the Transporter fails to provide PBG as mentioned in Sub Clause 9.1 herein above, then the Transporter shall furnish Performance Guarantee Deposit (PGD) within thirty (30) days from the Execution Date at the rate of 3 % (Three percent) of contract value or Rs. 3,00,000/- (Rupees Three Lakhs Only) whichever is higher, subject to a maximum amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only), vide demand draft (DD)



favouring "Jyothy Labs Limited") for due discharge of Transporter's obligation under this Agreement. Such a Performance Guarantee Deposit may be forfeited in part or in whole if the Transporter does not fulfil any of the terms and conditions of this Agreement. This Performance Guarantees Deposit shall not bear any interest.

12. SUB-CONTRACT/ASSIGN

The Transporter shall not subcontract/assign this Agreement or any of its obligations hereunder, including to any affiliate, without the prior written consent of the Company and this Agreement or any of the obligations are assigned after obtaining the written consent of the Company, Transporter shall be responsible for ensuring that any permitted sub transporters/assignees comply with the covenants/obligations of this Agreement.

13. INDEMNITY

The Transporter shall indemnify and at all times keep the Company indemnified against:

- 13.1** All actions, proceedings, claims, demands or prosecutions whatsoever which may be brought, commenced or instituted against the Company for the damages or loss or accident caused to any third party during the carrying on of the said transport activity and also against all costs, damages and expenses which the Company may in any way pay or incur in defending or settling the same in consequence thereof.
- 13.2** Consequences arising out of the Transporter or Transporter's representative's/employees default or negligence or non-adherence to Municipal/State/Central Act, Rules, Regulations, Orders or Direction issued from time to time relating to carriage of Goods. If any claim is made on the Company for any loss, damages or compensation to third parties arising out of or in relation to the Transportation, such loss, damages or compensations shall be immediately reimbursed by the Transporter to the Company together with the cost incurred on any legal proceeding pertaining thereto.
- 13.3** Any claim for all employee related liabilities viz. ESIC/Bonus/PF, etc. that may be raised on the Company by any employee of/or appointed by the Transporter or any Government authority, or other regulatory authority under the relevant statutes during the subsistence of this Agreement.
- 13.4** All acts of omission and commission or negligence, dishonesty, theft or misconduct of the Transporter's servants or agents or any of those engaged by the Transporter for the purpose of this Agreement.
- 13.5** Any representation/warranties of the Transporter as stated in this Agreement being found to be materially incorrect or misleading.

14. TERM AND TERMINATION

- 14.1** Unless termination of this Agreement as per the provision of Sub Clauses



Enterpriseforce Request for Quotation

11.2 and 11.3 herein below or elsewhere in this Agreement, this Agreement shall be valid for 1 (One) year (hereinafter referred to as the "**Term**") and shall commence on 1st November, 2019 hereinafter referred to as the "**Commencement Date**") and expire on 31st October, 2020 (hereinafter referred to as the "**Expiry Date**"). Thereafter, the Parties may renew this Agreement for additional period on mutually acceptable terms and conditions.

14.2 The Company may terminate this Agreement without any reason by providing to the Transporter prior written notice of 30 (Thirty) days.

14.3 If the Transporter commits breach of any provision of this Agreement, **(a)** which is incapable of being remedied to the reasonable satisfaction of the Company or **(b)** in the reasonable opinion of the Company, the Transporter fails to perform the services under this Agreement, then the Company may terminate this Agreement immediately by written notice. Any unexpended funds based on the above pro-ratio and previously paid by the Company to Transporter shall be refunded to the Company by the Transporter.

15. NOTICE

15.1 Any communication/notice/letter(s)/document(s) sent by one Party to the other shall only be effective if it is in writing and in English and sent by hand delivery/registered post/courier and to the Party concerned at its address and for the attention of the individual, as set out below (or to such address and/or attention of the individual as Party may from time to time notify the other Party for the purpose of this Clause 12):

To the Company: Kind Attention: Mr. Ananth Rao. T.

Address: Jyothy Labs Limited

'Ujala House', Ramkrishna Mandir Road,

Kondivita, Andheri (East), Mumbai - 400 059

To the Transporter: Kind Attention: _____

Address: _____ -

12.2 Any notice or other communication shall be deemed to have been given:

12.2.1 If personally delivered, on the date of delivery; or

12.2.2 If sent by registered post or courier, on the 5th (Fifth) working day after it was put into the post or courier unless it is returned by the post office/courier with any reasonable remark.

provided that any notice given under this Agreement outside of 9.00 a.m. to 5.00 p.m. on a working day (hereinafter referred to as "**Working Hours**"), shall be deemed not to have been given until the start of the next period of Working Hours. For the purposes of this Clause 12.2 "**Working Days**" means any day other than a Sunday.

16. FORCE MAJEURE



- 16.1** If either Party is prevented, directly or indirectly, from performing any obligation under this Agreement or arising in connection herewith, by reason of acts of God, war, riots, fire, floods, earthquakes, inclement weather, epidemic, strike, lockout, labour controversy, governmental action, legal requirements or any similar cause, whatsoever, beyond the reasonable control of the Party claiming relief under this Clause 13 (herein after referred to as the "**Force Majeure Event**"), such delayed performance or non-performance shall not constitute a default hereunder and the affected Party shall be given an additional time to perform equal to the delay caused by the event of Force Majeure Event, provided, however, that the Party so affected shall promptly notify the other in writing not later than 24 (Twenty four) hours of the occurrence of any such circumstances with all pertinent facts relating thereto.
- 16.2** Non-performance of an obligation due to Force Majeure Event shall not terminate this Agreement in respect of the obligations affected by the Force Majeure Event and the Company shall not be liable to make any payment to the Transporter. The obligations shall be resumed upon the cessation of the Majeure Event. In respect of the obligation not affected by the Force Majeure event, the Parties shall perform them as if no Force Majeure event has occurred.
- 16.3** Due to Force Majeure Event, the Parties shall consult and agree upon the appropriate measures to be taken to eliminate, mitigate and minimize the consequences of such Force Majeure.

17. CONFIDENTIALITY

- 17.1** '**Confidential Information**' shall mean information about the Company or Company's business operation or customer lists, product's information and any other data of any kind of the Company whether disclosed in writing or verbally or in any other way/obtained/observed/ or privy to any information of the Company by the Transporter or its staff, representative, etc. before or during or after the term of this Agreement. The Transporter shall not during the continuance of this Agreement and even thereafter disclose or divulge Confidential Information of the Company to the other person or firm or body corporate or authority and shall ensure that such Confidential Information is kept secret. Upon the termination or expiry of this Agreement the Transporter shall forthwith return to the Company all the Confidential Information.
- 17.2** The Transporter shall not disclose the existence or contents of this Agreement and/or Confidential Information to any third party without prior approval of the Company in writing except as required by law or by the order of a competent Court, Government or any other Regulatory Authority. Where such disclosure is required to be made as specified herein, the Transporter shall promptly intimate the Company



in writing before making any disclosure so that the Company may have adequate opportunity to respond prior to such disclosures; as also make disclosure only to the extent as required.

18. AMENDMENT

No amendments to this Agreement shall be valid unless executed in writing and signed by the Parties.

19. WAIVER

No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise of enforcement of any other right, remedy or power.

20. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

21. ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement and understanding between the Parties on the subject matter hereof and cancels and supersedes all and any other prior arrangements, agreements and understandings between the Parties hereto, whether oral or written, express or implied, with respect to the subject matter hereof.

22. ARBITRATION

22.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement, the Parties hereto shall endeavour to settle such disputes amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties, after reasonable attempts, which attempt shall continue for not less than 30 (Thirty) days, gives 15 (Fifteen) days' notice thereof to the other Party in writing.

22.2 The dispute(s) which cannot be amicably settled by mutual discussion and consent shall be referred to Arbitration and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The Arbitration shall be



conducted by a sole Arbitrator mutually appointed by the Parties. In the event of failure of the Parties to appoint a mutually acceptable Arbitrator within 15 (Fifteen) days of the notice, each party shall select/appoint its own Arbitrator and both the appointed Arbitrators shall appoint a third Arbitrator who shall act as an Umpire. The venue for the Arbitration proceedings shall be at Mumbai, and the language of arbitration shall be English.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws in India. It is mutually agreed between the Parties to submit any dispute(s) hereunder in the event of failure to reach a satisfactory solution through Arbitration, to the exclusive jurisdiction of the Courts at Mumbai.

24. SURVIVAL

Termination or expiration of this Agreement for any reason shall not affect or negate any obligations of the Parties which arose prior to the effective date of such termination or expiration. Additionally, the provisions and obligations set forth in Clause 10 (Indemnity), Clause 12 (Notice), Clause 16 (Confidentiality), Clause 19 (Arbitration), Clause 20 (Governing Law and Jurisdiction) and this Clause 21 (Survival) shall survive and be binding on the Parties after termination or expiration of this Agreement.

25. RELATIONSHIP OF PARTIES

Neither this Agreement nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship between the Parties in any manner. The Transporter shall not have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind the Company.

23. COUNTERPART

This Agreement may be executed simultaneously in 2 (Two) counterparts each of which, when so executed and delivered, shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESSES WHEREOF, this Agreement is hereby executed by putting the respective signatures of both the parties on the date and year mentioned hereinbefore.

SIGNED AND DELIVERED by the)
Within named " Company ")
Jyothy Labs Limited)
(PAN_____))
through its _____)
Mr. _____)



Enterpriseforce Request for Quotation

(PAN: _____))

In presence of)

1. Name:

Pan:

Signature

2. Name:

Pan:

Signature

SIGNED AND DELIVERED by the)

Within named "**Transporter**")

_____)

(PAN: _____))

through its _____)

_____)

(PAN: _____))

In presence of)

1. Name:

Pan:

Signature

2. Name:

Pan:

Signature



ANNEXURE "A"

**FREIGHT CHARGES AND TIME FRAME OF THE DELIVERY OF THE GOODS AT
THE DELIVERY LOCATION**

LOT NO	LOT #	PLANT (ORIGIN)	DEPOT (DESTINATION)	TRUCK TYPE	TRANSIT TIME (IN DAYS)	RATE (PER TRUCKL OAD)



Transport Charges are based on current diesel price as on _____ which is
Rs. _____/- (Rupees _____ Only)

8.4 Changes in Fuel Price Costs ("FPC")

After completion of the relevant Reverse Auction and before the commencement of the subsequent Reverse Auction, the revisions in transportation rates due to fuel price variations shall be as below:

FPC shall be applicable only for cumulative fuel price change (increase or decrease) of greater than INR 1.5/- (One Rupees and fifty paise Only), which sustains for 7 (Seven) days from the date of such cumulative change, post which such FPC shall apply. For the avoidance of doubt, if the FPC does not sustain for 7 (Seven) days from the date of such cumulative change, this FPC clause shall not apply.

Any fuel price changes would lead to a revision in the 'fuel component' proportionally on the basis of the following formula:

- $R1 \text{ (new)} = R1 + R1 * 0.4 * \text{FPC}$

- 1) The price variation shall be applicable on the 'Datum price' for diesel on the Execution date. The 'Datum price' shall be the average of diesel price in four (4) metros (Delhi, Chennai, Mumbai and Kolkata) and same shall be considered for the next increase/decrease.

Loadability and Truck Type Conversion



The Company Volumetric (Light Weight) Products-Manufacturing Locations Matrix

JLL Product	Guwahati	Jammu	Pithampur	Hyderabad	Coimbatore	Bangalore	Indore	Pune
Maya / Maxo Agarbathi								
EXO Scrubber (green)								
Coil								
EXO Scrubber (steel)								

- The above Matrix maps the Company's volumetric (light weight) products with their manufacturing locations to help Transporter in its rate working for the Reverse Auction.
- Coimbatore Plant Manufacturing split: 40% light weight material and 60% heavy material. All other locations in the Matrix above manufacture only Volumetric Products as mentioned above.
- Guwahati Plant Manufacturing split: 30% light weight material and 70% heavy material. All other locations in the Matrix above manufacture only Volumetric Products as mentioned above.
- RFQ Truck type conversion: Only For Volumetric (Light Material). Not applicable for mix of light and heavy loads.** Dispatch Locations (Listed in above section).
 - Where 7.5MT or 9MT rate is asked in RFQ and there is no 16MT or Container lane (for same origin and destination), Transporter can use the following rate conversion and place vehicle with prior written approval:
 - 9MT to 16MT: 1.20**
 - 15/16 MT to 32' Multi Axle (MA) Closed Body Container: 1.18**
 - 9MT to 32' Multi Axle (MA) Closed Body Container: 1.80**
 - 9MT to 32' Single Axle (SA) Closed Body Container: 1.60**
 - 7.5MT to 32' Multi Axle (MA) Closed Body Container: 1.80**
 - 7.5MT to 32' Single Axle (SA) Closed Body Container: 1.60**
 - 7.5MT to 16MT: 1.20**

Please note that in case Transporter wishes to place 24' / 28' Multi Axle Closed Body Container etc. or Multi Axle Reefer Container in place of the above options, with prior



Enterpriseforce Request for Quotation

written permission from JLL, they will be paid on pro-rata basis with 32' Multi Axle rate as the baseline rate. For instance, if rate for 32' MA Container is INR 25000/- (14 tons loadability) and if loadability in Multi-Axle reefer container placed by transporter is 12 tons; the rate for the same will be INR 21429/-(12/14 X baseline rate).

Trailers can be used for selected locations/lanes with prior written approval.

5. **RFQ Truck type conversion: For Heavy Material Dispatch Locations** (all locations other than the Volumetric Locations listed in section below).
- Where 9MT rate is asked in RFQ and there is no 16MT lane (for same origin and destination), Transporter can use the following rate conversion with prior approval:
 - 9MT to 16MT: 1.60**
 - Where 16MT rate is asked in RFQ and there is no 20/21MT lane (for same origin and destination), Transporter can use the following rate conversion with prior written approval:
 - 16MT to 20/21MT: 1.22**

Conversion for trucks above 21MT carrying capacity will be calculated based on the 21MT rate only with prior written approval.

As per the RTO passing, whichever 15/16 or 20/21MT truck can load more than 15/16MT or 20/21MT respectively ("incremental tons") inline with RC Book, 94% of the pro-rata freight will be paid for the incremental tons loaded.

JLL will seek to provide full truck loads inline with RC book passing subject to above clauses and cargo availability.

I. Loadability Matrix: JLL Raw Materials

S. No.	Dispatch Location	Product	16MT Loadability (MT)	21MT Loadability (MT)*
1	Mallasmudram	Coconut Shell Powder	16	21
2	Tirupur	Coconut Shell Powder	16	21
3	Hyderabad	BSD (Brown Saw Dust)	16	21
4	Vapi	Dye in drums	16	21
5	Guwahati			
6	Pitampur			

* Vehicle will be loaded to full capacity as per RC book passing as new Axle Load

**II. Loadability Matrix: JLL Volumetric Products**

Indicative (approx.) weight per Case for:

1. Coils: 10 Kgs
2. Exo (Scrubber: Green): 2.5 Kgs
3. Exo (Scrubber: Steel): 3.5 Kgs
4. Maya (Agarbatti): 10 kgs

S. No.	Dispatch Location	Product	7.5MT/ 9MT (Average # Cases)	32'Single Axle (Avg. # Cases)	32'Double Axle (# Cases)
1	Guwahati	Coil	550-600	NA	1100-1200
2	Pithampur	Coil	550-600	NA	NA
3	Jammu	Coil	550-600	NA	NA
4	Pune	Exo Scrubber (Green)	420	NA	NA
5	Bangalore	Agarbatti	450	730	NA
6	Bangalore	Exo Scrubber	800-850	NA	NA
7	Hyderabad	Coil	550-600	NA	NA
8	Indore	Exo Scrubber	420	NA	NA



ANNEXURE “B”

QUALITY

Vehicles shall comply with the following conditions.

1. Only driver and cleaner shall be allowed with the vehicle inside the Source Location and Delivery Location.
2. Within the Source Location and Delivery Location, speed limits as clearly mentioned on signboards are to be strictly adhered. In particular, speed limit signs and “No Entry” and “One Way Entry” signs to be strictly followed.
3. The truck surface should be clean and dry while coming into the Source Location and Delivery Location.
4. There should be no holes on any surface as well as side body of the trucks.
5. The storage area of the trucks should not be damaged. (due to Broken wooden planks, nail projecting outside etc.,)
6. Trucks shall be free from bad odours, strong smelling chemicals and other substances like chemicals/soap, etc. which will deteriorate the quality of Goods.
7. Trucks shall be free from coal dust, calcium hydroxide dust, cement, mud, etc.,
8. The storage area of the trucks shall be absolutely dry prior to loading of the Goods.
9. The tarpaulins/polythene sheets shall be sufficiently big (without any tear/holes). Minimum four tarpaulins/polythene sheets shall be used on the floor of the trucks prior to loading of the Goods and covering Goods after loading.



10. Rope and rope guards shall be used to secure the Goods.
11. When trucks move towards loading points, cleaner shall guide the lorry properly.
Without his guidance trucks shall not move.
12. All the trucks entering the Source Location and Delivery Location shall possess the emission test certificate.
13. The Transporter shall be completely responsible for adherence to the above safety guidelines by truck drivers/cleaners/other personnel being arranged by them and any penalty for non-adherence to the above guidelines shall rest with the Transporters.
14. The Company has the right not to release to the Transporter Goods damaged by the Transporter as these must be subjected for proper destruction.



Enterpriseforce Request for Quotation

ANNEXURE E

Please note that any location mentioned in the Rate Card includes locations within 50-75 kms of that city / said location which could include a sales depot, third party manufacturer (3P), Plant etc. Transporter should be willing to place trucks from their winning location(s) and any sales depot, third party manufacturer (3P), Plant etc. within 50-75 kms of the said location(s) in the Rate Card.

Manufacturing Plants & III Party Manufacturers (3P)

Vendor	VENDOR NAME	STATE	ADDRESS
3P	Geofast Industries (I) Ltd	TELANGANA	Survey No. 276/A3.Vill: S.Lingottam, Chotuppal, Dist: Nalgonda-508252,Telangana.
3P	WOOD STOCK	TELANGANA	Survey No. 85, Phase 1, Inside The Campus Of NITCO Tiles IDA, Jeedimetla, Hyderabad - 500055, Telangana, India
3P	Goodluck Syndicate	TAMIL NADU	410/1 Texpark road, Civil Aerodrome – Post, Coimbatore - 641 014
3P	Grindwell Norton Ltd.	KARNATAKA	Devanhalli Road, Off Old Madras Road, Bangalore - 560049
3P	Hitkari Gram Udyog Sangh	HARYANA	V&PO Ismaila, 18/57 TH KM Stone, Delhi Rohtak Road, Rohtak - 124001, Haryana
3P	Prabhu Chemical Product	TAMIL NADU	No.556 / 1-A, Vijaya Nagar, Nallampalayam, Ganapathy Post, Coimbatore - 641006
3P	S.A.I. Brushes Pvt.Ltd.	MADHYA PRADESH	104, Nagar Nigam Road, Indore (M.P.) - 452001
3P	Rajeeve Inds	HIMACHAL PRADESH	Plot Number 36 , Industrial Area Phase-1, Kala Amb, Sirmour, Pincode-173030 , Himachal Pradesh.
3P	S.A.I. Brushes Pvt.Ltd.	KARNATAKA	S.A.I Brushes Private Limited, #93/1, Kumbalgodu Industrial Area, Kengeri Hobli, Bangalore South Taluk, Karnataka - 560074
3P	ZION INDUSTRIES	MAHARASHTRA	B 13/14, Actual Industrial Complex, Village Mangathane, Uchat Road, Taluka Wada, Palghar – 421312, Maharashtra
JLL Plant	PONDI-PERSONAL CARE UNIT	PONDICHERRY	UJALA NAGAR INDL. ESTATE , UJALA ROAD,
JLL Plant	GUWAHATI (MAXO)	ASSAM	E.P.I.P. COMPLEX, AMINGAON
JLL Plant	UTTARANCHAL - I (BOTTLE DIVISION)	UTTARAKHAND	PLOT NO. 6,7&8 BEARING KHASARA NOS 361,366&370,
JLL Plant	SILVASSA (BOTTLE UNIT)	DADRA NAGAR HAVELI	SURVEY NO 910/7/1,DOKMARDI,AMLI
JLL Plant	PONDICHERRY - WICK UNIT	PONDICHERRY	UJALA NAGAR INDL. ESTATE , UJALA ROAD,
JLL Plant	PONDICHERRY (EXO)	PONDICHERRY	UJALA NAGAR INDL. ESTATE , UJALA ROAD,



EnterpriseForce Request for Quotation

JLL Plant	UTTRANCHAL - I (UJALA DIVISION)	UTTARAKHAND	PLOT NO. 6,7& 8 BEARING KHASARA NOS 361,366& 370,
JLL Plant	UTTRANCHAL - II	UTTARAKHAND	UNIT-II,PLOT NO.18,19,20 & 21, BEARING KHASARA NOS
JLL Plant	JAMMU MAXO UNIT	JAMMU	LANE 2, PHASE 2, SIDCO INDUSTRIAL COMPLEX,
JLL Plant	PONDICHERRY (DETERGENT UNIT)	PONDICHERRY	R.S. NO: 15 , THETHAMPAKKAM
JLL Plant	PONDICHERRY (BOTTLE UNIT)	PONDICHERRY	12/1 & 2 , UJALA NAGAR INDL. ESTATE ,
JLL Plant	PONDICHERRY (UJALA UNIT)	PONDICHERRY	12/1 & 2 ,UJALA NAGAR INDL. ESTATE ,
JLL Plant	SILVASSA (UJALA UNIT)	DADRA NAGAR HAVELI	SY NO. 910/7/1, DOKHMARDI, AMLI, SILVASSA
JLL Plant	PONDICHERRY MAXO LV UNIT	PONDICHERRY	RS NO.15, UJALA NAGAR INDL. ESTATE, THETHAMPAKKAM
JLL Plant	JAMMU LIQUID VEPORISER UNIT	JAMMU	LANE-2 PHASE-2 SIDCO INDUSTRIAL
JLL Plant	KARAIKAL UNIT	KERALA	131 PERALAM MAIN ROAD, THIRUNALLAR POST
JLL Plant	UTTARANCHAL - II - (SOAP DIVISION)	UTTARAKHAND	UNIT-II,PLOT NO.18,19,20 & 21, BEARING KHASARA NOS
JLL Plant	GUWAHATI - (SOAP UNIT)	ASSAM	M/S.ASSOCIATED INDUSTRIES CONSUMER PRODUCTS
JLL Plant	UTTARANCHAL II - DETERGENT DIVISION	UTTARAKHAND	UNIT-II, PLOT NO.18,19,20 & 21, BEARING KHASARA
JLL Plant	MEHBOOBNAGAR (UJALA UNIT) – TELANGANA	TELANGANA	SHED NO.25/26, IDA, KOTHUR
JLL Godown	GUWAHATI (GODOWN)	ASSAM	CENTRAL WAREHOUSING CORPORATION,GODOWN-NO-1 A
JLL Godown	UTTRANCHAL -II GODOWN	UTTARAKHAND	PLOT NO: 57 , LADPUR KHURD, GURUKUL NARSAN P.O,
JLL Godown	UTTRANCHAL - III GODOWN	UTTARAKHAND	C/O VAMTEKINDUSTRIES, KHASRANO.368, PLOT NO.31,

JLL – DEPOTS

Zones	Depot name	Address
NORTH	1. NEW DELHI SALES DEPOT - V	Khasra No. 346, ,Main Narela Road, ,DELHI ,DELHI,110036,INDIA
NORTH	2. GHAZIABAD SALES DEPOT - V	Khasra No. 606,612-614, 9KM stone ,G.TRoad,Vill.chapraula,, ,DADRI ,UTTAR PRADESH,201301,INDIA
NORTH	3. ROORKEE SALES DEPOT - V	D K COLD STORAGE COMPOUN ,Idgah Chowk, Sunhere Road, Kashipuri, ,ROORKEE ,UTTARAKHAND,247667,INDIA
NORTH	4. JAIPUR SALES DEPOT - V	SP-818 G, ,Road No-14,VKI area , ,JAIPUR ,RAJASTHAN,302013,INDIA



Enterpriseforce Request for Quotation

NORTH	5. JAMMU SALES DEPOT - V	NO. 50, TRANSPORT NAGAR ,NEAR SRTC YARD , ,JAMMU ,JAMMU & KASHMIR,180006,INDIA
NORTH	6. VARANASI (SALES DEPOT)	24/1 Raiji Compound ,Kotwa Road, ,VARANASI ,UTTAR PRADESH,221002,INDIA
NORTH	7. KANPUR SALES DEPOT - V	C 6 & 7, BAJRANG BALI AUDHYOGIK ASTHAN, ,PANKI - SITE NO. - 4, ,KANPUR ,UTTAR PRADESH,208020,INDIA
EAST	8. GUWAHATI SALES DEPOT - V	NEAR BINOD NISSAN CAR SHOWROOM, BETHKUCHI, NH-37 ,P/S - LOKHRA, P.O. - BETKUCHI, GUWAHATI, ,GUWAHATI ,ASSAM,781034,INDIA
EAST	9. KOLKATA SALES DEPOT - V	DHULAGARH LOGISTICS ,Mouza- JaladhulagoriP.O - Dhulagori, ,KOLKATA ,WEST BENGAL,711302,INDIA
EAST	10. PATNA SALES DEPOT – V	SHREE RAM KRIPAL CAMPAS ,SABALPUR, PATNA CITY, ,PATNA ,BIHAR,800009,INDIA
EAST	11. CUTTACK SALES DEPOT - V	LUXMI COMPOUN ,Vill- Harianta (Near Manguli Square) , ,CUTTACK ,ORISSA,754021,INDIA
EAST	12. SILIGURI SALES DEPOT	THAKUR NAGAR, EASTERN BY PASS ROAD ,P.O. SAHUDANGI HAAT, P.S. BHAKTINAGAR, ,SILIGURI ,WEST BENGAL,735135,INDIA
EAST	13. RANCHI SALES DEPOT – V	VILL - BARGARWA, PANI FACTORY, ,N.H - 33P.S & P.O - NAMKUM, ,RANCHI ,JHARKHAND,834010,INDIA
SOUTH	14. HYDERABAD SALES DEPOT – TELANGANA	Swamy & Sons Pvt Ltd ,SURVEY NO. 567 ,OPPOSITE BHUPATHI HIGH SCHOOL, ANNOJIGUDA VILLAGE,, ,HYDERABAD ,TELANGANA,501301,INDIA
SOUTH	15. VIJAYWADA SALES DEPOT - AP	D.No. 1 to 4, Godown No. 11, Opposite Uppuluru Railway Station, Kankipadu Mandal, Uppuluru village, Andhra Pradesh, Vijayawada- 521 151
SOUTH	16. BANGALORE SALES DEPOT - V	SVA Logistics ,SURVEY NO.24/2, DOMBHARAHALLI ,LAKSHMIPURA POST,DASANA PURA HOBLI, ,BANGALORE ,KARNATAKA,562123,INDIA
SOUTH	17. HUBLI SALES DEPOT – V	Shiva Basava Trading Co , A. L. HANDA GODOWN ,ANCHATGERI VILLAGE, 7TH KILOMETER, KARWAR ROAD, ,HUBLI-DHARWAD ,KARNATAKA,580029,INDIA
SOUTH	18. CHENNAI SALES DEPOT	Jyothy Labs Limited, Survey No. 41,43/1C&43/2, Lakshminadhapuram, Thiruvallur High Road, Poochiattipetu, Uthukotai Taluk, Chennai – 600052
SOUTH	19. TRICHY SALES DEPOT – V	Adithya Associates, NO. 1, SRI VINAYAKA GODOWNS, ,ARIAMANGALAM, ,TRICHY ,TAMILNADU,620010,INDIA
SOUTH	20. KANDANASSERY (SALES DEPOT)	KANDANASSERY (P.O) ,ARIYANNUR (VIA), TRICHUR (DIST), ,THRISSUR ,KERALA,680102,INDIA
SOUTH	21. KOLLAM (SALES DEPOT)	HARISREE NAGAR -10,BEHIND SHANKERS HOSPITAL ,ASHRAMAM SOUTH,, ,KOLLAM ,KERALA,691002,INDIA



Enterpriseforce Request for Quotation

SOUTH	22. NEDUMBASSERY (SALES DEPOT)	BUILDING NO. VII/234 B, NEDUMBASSERY, MEKKAD (PO) ,, ,THIRUTHISSERY ,KERALA,683589,INDIA
SOUTH	23. MANGALORE (SALES DEPOT)	Door No. 5-101/4(1) ,Ballal Industrial Estate, ,MANGALORE ,KARNATAKA,575008,INDIA
SOUTH	24. PALAKKAD SALES DEPOT - V	XVI/545 (NEW), VELAMTHAVALAM ROAD, ,NALLOOR, KOZHIPARA P.O., ,PALAKKAD ,KERALA,678557,INDIA
WEST	25. BHIWANDI SALES DEPOT - V	K P Transports Pvt Ltd ,C/O . B-3, SHREE GANESH COMPLEX, ,B/H GUPTA COMPOUND, GUNDAVALI VILLAGE, , ,BHIWANDI ,MAHARASHTRA,421302,INDIA
WEST	26. INDORE SALES DEPOT - V	Life Care,37-38, LASUDIYA MORI, ,DEWAS NAKA, AB ROAD, INDORE, ,INDORE ,MADHYA PRADESH,450210,INDIA
WEST	27. NAGPUR SALES DEPOT – V	SURVEY NO -99/1, VILLAGE NIMJI ,TALUKA - KALMESHWAR., ,NAGAPUR ,MAHARASHTRA,441501,INDIA
WEST	28. RAIPUR SALES DEPOT – V	SHREE VASU LOGISTIC PVT LTD, OPP. JAIKA AUTO MOBILE GODOWN NO - 3, RINGROAD NO -1, ,RAIPURA -492013. (CHHATTISGARH)., ,RAIPUR ,CHATTISGARH,492013,INDIA
WEST	29. AHMEDABAD SALES DEPOT – V	K D Cargo ,550, House of Kaydees,Aslali – Bye Pass, ,, ,AHMEDABAD ,GUJARAT,382537,INDIA

List of Depots (Cont.)		
State	Name of the Depot	Address
30. JABALPUR	C/O BHARAT LOGISTICS	477, KARMELA KHATANGI ROAD MAHATAL, JABALPUR 482002
31. MUZAFFARPUR	C/O M/S.BHAVANI AGENCY	C/O M/S.BHAVANI AGENCY OLD MOTIHARI ROAD KHOLUA PAIGAMBERPUR BERIA, MUZZAFARPUR, BIHAR 842 001
32. GUWAHATI	C/o M/s Sadana Warehousing and Agencies Pvt Ltd	Dag No.67, 68 and 674, Patta No.135, 161 and 135, Near Holy Homes School, Village – Pamohi, Mouza – Ramcharani, Azara Revenue Circle, Guwahati - 781 035, Dist. Kamrup, Assam