



Organisation name: India Ports Global Ltd

Tender no: IPGL/TRP-MALA/2023/03 **Tender type:** Open tender **Date:** 26.10.2023

Scope of work: Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port.

Tender can be downloaded between 26.10.2023 to 06.11.2023 (up to 17:00 hrs). Completed tenders shall be submitted to IPGL office up to on or before 07.11.2023, up to 14:00 hrs, and technical bid will be opened at 14:30 hrs, on 07.11.2023.

Office address:

Managing Director
India Ports Global Ltd.
4th Floor, Nirman Bhavan,
M.P.Road, Mazgaon,
Mumbai, 400 010, INDIA

Contact Details:

Websites: <https://ipgl.co.in>; <https://sdclinidia.com> and www.ipa.nic.in

Phone: 022 66566253, +91 9029026180

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TENDER NOTICE

(Tender No: IPGL/TRP-MALA/2023/03)

Sealed tenders in two-bid system (Technical + Price Bids) are invited on behalf of India Ports Global Limited (IPGL), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC). The scope of works, details of time schedule and EMD to be submitted by Tenderers for participation in this tender are given below:

i)	Scope of work	Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port.
ii)	Earnest Money Deposit (EMD)	Rs.50,000 (Indian Rupees Fifty Thousand only) amount in the form of DD drawn in favour of IPGL payable at Mumbai. Alternatively, the EMD can also be submitted for the said amount in the form of Bank Guarantee, as per Annex-I of Tender Document from any Nationalised or Scheduled Bank having its branch at Mumbai.
iii)	Sale of Tender Document	On all working days (10:00 hrs. to 17:00 hrs) from 26.10.2023 during office hours at the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010. Tender document will not be sent by post / courier.
v)	Cost of Tender Document (set of two copies)	Tender fees of Rs. 10,000+ 18% GST (i.e Rs 1800/-) Total 11,800 (Rupees Eleven Thousand Eight Hundred only) can be paid in the form of Demand Draft (non-refundable) drawn on any scheduled bank having its branch at Mumbai in favour of India Ports Global Limited. Tender Document to be collected by the party through an authorised person / Agent. The Tender document detailing the terms & conditions and the technical requirements can also be downloaded from the web sites: http://ipa.nic.in , http://www.sdclindia.com and https://www.ipgl.co.in/ from 26.10.2023 onwards till the date of submission of tender. The downloading of tender document shall be carried out strictly as provided on web site. In such case, the Cost of tender document can be deposited at the time of submission of the tender.
vi)	Due date for submission of Tender Document	On or before 07.11.2023 up to 14:00 hrs. at the office of the India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.
vii)	Date of opening of Technical Bid	On 07.11.2023 at 14:30 hrs. at Conference Hall, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.

Managing Director,
For India Ports Global Limited,
4th Floor, Nirman Bhavan,
M.P. Road, Mazgaon,
Mumbai-400010, India
Email:-md.indiaportsglobal@gmail.com

INDIA PORTS GLOBAL LIMITED

TERMS OF REFERENCE: RFP- IPGL/TRP-MALA/2023/03

2 INSTRUCTIONS TO TENDERERS (ITT):

2.1 Sealed tenders in two-bid system (Technical & Price Bid), are invited on behalf of India Ports Global Limited (IPGL), for the following work: –

Name of the work: Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port.

2.1.1 Minimum Eligibility Criteria (MEC):

- i. The bidder shall be an Indian proprietorship/partnership firm or an Indian Company.
- ii. The bidder shall have an average annual turnover of at least INR 20 lakhs or more over the last three audited Financial Years i.e. FY2019-20, FY2020-21 and FY 2021-2022.
- iii. Shipping and Logistics Company, NVOCC and/or Freight Forwarder / CHA can participate.
- iv. The bidder shall have prior technical capability and experience of handling and transportation of loaded containers to International market in last 3 (three) years from FY 2019-20. Relevant proof of experience of handling loaded container shall be submitted.
- v. The bidder should have not been blacklisted by any Government Entity in India. bidder has to submit undertaking in this regard.
- vi. The Bidder should have Custom House Agent (CHA) License.
- vii. The bidder have to submit the necessary documents for all parameter listed as above.

2.2 LAST DATE FOR SUBMISSION OF TENDER:

2.2.1 Tenders shall be received in the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai - 400010, up to 14:00 Hrs. On 07.11.2023.

2.2.2 IPGL, May at its own discretion, reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Tenderer. Tenderers to note that IPGL shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.

2.3 EARNEST MONEY DEPOSIT (EMD):

2.3.1 The tender shall be accompanied by Earnest Money Deposit as stipulated in the tender notice. The tender not accompanied with EMD shall be treated invalid. The E.M.D. shall be submitted

in the form of Bank Guarantee (BG) as per enclosed format at Annex - I (Volume-I of the Tender Document) drawn in favour of India Ports Global Limited, Mumbai, from any Nationalised / Scheduled Bank (Nationalised / Scheduled Bank shall mean a bank defined under section 2 (e) of the Reserve Bank of India Act 1974) having its branch at Mumbai. Alternatively, Demand Draft (DD), in favour of IPGL, Mumbai, drawn on any Nationalised / scheduled bank enlisted under RBI, payable at Mumbai, for specified amount in the tender for EMD, is also acceptable.

- 2.3.2 In the event of tenderer withdrawing his tender before the expiry of tender validity period of 90 days from the date of opening of technical bid, the tender submitted by the tenderer shall be cancelled and EMD shall be forfeited.
- 2.3.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned on award of Contract to the successful Tenderer. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Tenderer shall be refunded only on receipt of Performance Bank Guarantee as stipulated in the tender.
- 2.3.4 IPGL reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to furnish the necessary Bank Guarantee towards performance within 45 days from the date of receipt of Letter of Acceptance (LOA) as per clause 3.14 of the tender. However, the successful tenderer shall enter into contract with IPGL within 30 days from the date of receipt of Letter of Acceptance (LOA).
- 2.3.5 EMD shall not be enclosed with the sealed covers containing technical offers but shall be submitted separately in a properly sealed envelope so super scribed.

2.4 IPGL'S Right to Annul the Bidding Process:

- 2.4.1 Notwithstanding anything contained in this tender document, IPGL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. It clarified that in case the tender process is annulled by IPGL under the provision of this Clause, the EMD of the Bidders shall be returned within 21 days from the date of notice of annulment, on receipt of request of the bidder.
- 2.4.2 IPGL reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 2.4.3 IPGL reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

2.5 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of Technical Bid. IPGL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by E-mail. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender. In case tenderers do not agree to extend the validity of their offer beyond the validity period, EMD of such tenderers shall be refunded after award of the request.

2.6 AUTHORITY FOR SIGNING TENDER DOCUMENTS:

2.6.1 The tender should be signed by a person holding a valid Power of Attorney executed in this favour in accordance with the constitution of the Company.

2.7 AMENDMENTS:

2.7.1 At any time, prior to the last date for submission of tenders, IPGL reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Tenderers prior to the last date for submission of the tender in writing either by post or by Fax or by e-mail including displaying the said amendment on IPGL nominated web sites. The prospective Tenderers shall immediately acknowledge receipt thereof either by post or by fax.

2.7.2 The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. IPGL may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

2.8 ERRORS IN THE TENDER DOCUMENT:

2.8.1 Tender shall be prepared, signed and submitted only by that bidder in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

2.8.2 The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the IPGL or as may be necessary to correct errors made by the Tenderers. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies found in figures and words while reading the rates in the Price Schedule, the rate quoted in words shall

supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.9 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

2.9.1 The Tenderer may modify, substitute or withdraw his proposal after submission, provided that written notice of modification, substitution or withdrawal is received by the Employer before the closing time on due date of submission. No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. The Tenderer's modification, substitution or withdrawal notice shall be addressed to the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai - 400010, with outer envelope clearly marked as Modification, substitution or withdrawal of the tender. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 2.3.4 (volume-I of Tender Document).

2.10 CONTRACT WORK AND CONTRACT PRICE

CONTRACT WORK: Detailed scope of work as per volume II.

CONTRACT PRICE: Contract price shall be inclusive of all charges, taxes, levies as may be applicable for carrying out the work as per scope of work. Bidder may assess the different requirement to carry out all tasks uninterrupted flow of work and quote for lump sum price accordingly.

2.11 TENDER SUBMISSION:

The tender submitted by Tenderer shall comprise the following:

- 2.11.1 A covering letter along with check list giving details of the documents being submitted with tender confirming validity of bid for 90 days & submission of Earnest Money Deposit and the Tender Document fee.
- 2.11.2 Earnest Money Deposit as per tender condition.
- 2.11.3 The tender document along with all clarifications/amendments/corrigendum issued by IPGL prior to date of submission of the tender, to be submitted with each page of it duly signed by the authorised person and stamped with company's seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form duly signed by the person / persons who is / are competent to sign as per format enclosed to this tender document.

2.12 TECHNICAL AND FINANCIAL BID:

The Technical Bid **(ENVELOPE- I)** shall comprise of the following documents which will be used for evaluation of the tenders

- 2.12.1 Particulars of the Tenderers as specified in the Schedule 1 of this tender document.
- 2.12.2 Reports on financial standing of the Tenderer including annual turnover, Balance Sheet, Profit and Loss statements (certified by a Chartered Accountant), auditor's report for the last three years, details of the current work in progress as per Schedule 2 of this tender document.
- 2.12.3 Lists of orders executed during the last five years. Copies of work orders with completion certificate / inspection report / release notes issued may be submitted as proof of compliance.
- 2.12.3 Memorandum of Article of Association /Firm registration paper.
- 2.12.4 Details of organisation showing hierarchy and key personnel as per Schedule 3 of this tender document.
- 2.12.5 Information regarding any current litigation.
- 2.12.6 Any other details, which shall establish the technical competency.
- 2.12.7 Undertaking to ensure Integrity: The tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 2.12.8 Confidentiality and Non-Disclosure agreement: Except with the written consent of IPGL, the successful tenderer and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the services rendered, this contract or IPGL's Business Operations nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the services. However, in case of requirement of sharing of critical business / technical information with third party, a non-disclosure agreement shall be signed between authorised official of the successful tenderer and IPGL as per the Schedule 4 of the tender document.
- 2.12.9 The tenderer shall submit a declaration that he has not been debarred by any Government undertaking / Bidder / Public Sector Undertaking from participating in the tender.
- 2.12.10 Goods & Service Tax (GST) registration certificate/details.
- 2.12.11 Custom House Agent (CHA) License.

ENVELOPE-II

The "Price Bid" shall be as per the Price Schedule of the tender document, to be submitted in a separate envelope i.e. Envelope-II. Conditional Price Bid shall be liable for rejection.

Note: Both ENVELOPES, I & II shall be kept in a third separate sealed envelope super scribing on it name of the tendered work and name and address of the bidder. Offer with counter condition shall be liable for rejection and disqualification.

2.13 TENDER OPENING AND EVALUATION:

2.13.1 OPENING OF BID:

Bids received up to closing time on stipulated date, shall be opened on the same day i.e., 7th November 2023 at 14:00 Hrs at IPGL office of Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010 in presence of Tenderer/Tenderers representative, who may wish to be present. The Tenderers representatives who are present shall sign a register evidencing their attendance.

2.13.2 SCRUTINY AND EVALUATION OF THE TENDERS:

- a) To assess the scrutiny, evaluation and comparison of tenders, the IPGL may ask Tenderer individually for clarifications. Request for clarification and response thereto, shall be in writing or e-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- b) The Comparison and Evaluation of Price Bid will be based on the total cost quoted by the tenderer.
- c) The Tenderer whose bid is accepted by the IPGL, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, (LOA), the Tenderer shall submit draft Contract Agreement in the format approved by the IPGL as in the ANNEX III of Tender Document) and within a fortnight thereafter, the Contract agreement shall be signed between the IPGL and the successful Tenderer. Within fifteen days thereafter, successful tenderer shall submit performance guarantee as per clause **3.14** of the tender document.

2.13.3 OPENING OF PRICE BID

- a) Tenders, which are found to be in conformity with IPGL's Tender requirement and are considered substantially responsive, shall be considered for opening of Price Bid.
- b) The Tenderers found to be responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Tenderers, who are found to be responsive, shall be opened in the presence of authorised representatives of such Tenderers who wish to remain present.
- c) For Award of Contract, the Comparison and Evaluation of Price-Bid will be based on the lowest of the total Cost quoted by the Tenderers.

- d) The Tenderer whose bid is accepted by the IPGL shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid i.e. Letter Of Acceptance (LOA), the Tenderer shall submit draft Contract Agreement in the format approved by the IPGL as per ANNEX III (volume-I) and within Fifteen days thereafter, successful tenderer shall submit performance guarantee as per clause 3.14 (Volume-I) and Annexure V. Within a week of submission of Performance BG, the Contract Agreement and Work Order shall be signed between the IPGL and the successful Tenderer.

2.14 NOTIFICATION AND AWARD OF CONTRACT:

Prior to the expiry of the prescribed period of tender validity or such extended time, the IPGL shall notify the successful Tenderer with Letter of Acceptance (L.O.A.), by a FAX, e mail followed by registered letter that his tender has been accepted. The notification of award shall constitute the formation of the Contract. The successful tenderer, at his cost shall prepare and submit to IPGL five bound sets containing their technical offer and the various documentary transactions taken place between the employer and tenderer till the finalisation and award of the Contract.

3. GENERAL CONDITIONS OF CONTRACT:

3.1 DEFINITION AND INTERPRETATIONS:

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- .1 “IPGL” or “Employer”, means Board of Directors India Ports Global Limited, a company incorporated under Companies Act, 2013.
- .2 Bidder who shall be selected and appointed by IPGL for successful tenderers legal representatives, successors and permitted assigns.
- .3 “Contract” means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, special conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments / clarifications / corrigendum thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between the IPGL and the BIDDER as per format given in Annex- III of the tender document.
- .4 “Contract Price” means the sum named in the Letter of Acceptance subject to such additions thereto, or deductions there from, as may be made under the provisions of the Contract.
- .5 “Site” means the land and other areas on, under, in or through which the Works are to be executed or carried, or any other places provided by the Employer for the purpose of the Contract.

- .6 “Works” means Carrying out the work as per detailed scope of work.
- .7 “Approved / Approval” means the approval in writing.
- .8 “ In-charge” - means the Project In-charge or his representative or any officer as authorised by IPGL.
- .10 “Schedule” shall mean the schedule annexed to the tenderers bid.
- .11 “Writing” shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- .12 "Month" means calendar month.
- .13 "Day" means calendar day.
- .14 "Letter of Acceptance” means the formal acceptance, made by or on behalf of the Employer, of the tender including any adjustments or variation to the tender agreed between the Employer and the Bidder, which constitutes the formation of the contract.
- .15 "Foreign currency" means the currency other than Indian Currency.
- .16 "Gross Negligence” means a conscious, voluntary act or omission in reckless disregard of a legal duty & the foreseeable adverse and harmful consequences thereof, that affects the environment, other property and/or the safety of a person but does not include any act or failure to act that constitutes mere ordinary negligence.
- .17 “Wilful Misconduct” means intentional unlawful behaviour, the consequences of which were foreseen or foreseeable and intended to cause harm to the safety of the people, property or the environment.

3.2 SINGULAR AND PLURAL:

Words implying the singular only also include the plural and vice versa where the context required.

3.3 HEADINGS OR NOTES:

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

3.4 IN-CHARGE AND HIS REPRESENTATIVE:

- .1 In - charge shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.
- .2 In - charge may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him, and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the In-charge to the Bidder in accordance with such delegation shall bind the Bidder provided always that:

a) Any failure of the In Charge to disapprove any work shall not prejudice the power of the In Charge thereafter such work and to order the rectification thereof in accordance with these conditions.

b) If the Bidder shall be dissatisfied by reason of any decision of the In-charge shall be entitled to refer the matter to the officer above the rank of In-charge who will thereupon confirm, reverse or vary such decision.

.3 Wherever by these conditions the In - charge is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Bidder, the In - charge shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the In - charge, he shall be at liberty to refer the matter to Appellate Authority with these conditions.

3.5 OBLIGATIONS OF THE BIDDER:

.1 The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof. The Bidder shall be fully responsible to the IPGL for proper, efficient and effective discharge of their duties.

.2 The Bidder shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.14 of this tender document.

.3 If the Employer shall consider himself entitled to any claim under the performance Guarantee he shall forthwith so inform the Bidder specifying the default of the Bidder upon which he relies. If the Bidder fails to remedy such default within 30 days after the receipt of such notice the Employer shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.

.4 The Bidder shall proceed with the Works in accordance with the decisions, instructions and orders given by the In-charge in accordance with the condition of the Contract.

3.6 GENERAL OBLIGATION OF THE EMPLOYER:

a) Keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and

b) Ensure Records are kept confidential and are not disclosed to any person other than the Employer and the In - Charge except where – (i) required by law; or (ii) the Employer’s Consent is obtained.

3.7 COMPLETION PERIOD OF WORK AWARDED BY IPGL TO BIDDER:

- Bidder shall deliver assigned quantity of Malathion to final destination Kabul, within 30 days from the date of loading at Mumbai Port.

3.8 RATES AND AMOUNTS INCLUDES ALL CHARGES:

The rates and amounts quoted by the Tenderer shall include all payments on account of taxes, levies, duties, royalties etc. payable to any other authority or Body Corporate and all other incidental charges that the Tenderer may have to bear for the execution of the Works. The tenderers shall make their own arrangements to ascertain the applicable rates of taxes from the concerned Govt. Authorities. Any variation in rates, levies duties royalties, wages, taxes etc shall be ascertained by the tendered while quoting the rates.

3.9 ACCESS TO PORT AREA:

The Bidder shall ensure that all formalities and documentation to be submitted to various authority for entering into the port area.

3.10 TERMS OF PAYMENT: Following are the stage wise payments to be made to the Bidder:

- i. The payment to the selected bidder shall be released on completion of full shipment from Mumbai to Kabul (Afghanistan). The invoice to be submitted after completion of successful delivery of shipment.
- ii. The bidder shall submit all the relevant documents in support of the claim to IPGL Along with the invoice.
- iii. A delivery report along with relevant documents in 3 copies shall be submitted within 15 days of the scheduled completion of all the activities.
- iv. No extra charges shall be payable.
- v. The price shall be quoted as per price bid and same will be valid for entire contract period.
- vi. The Payments will be released to the bidder through RTGS mode in Indian Rupees within thirty days only after satisfactory submission of document.

3.11 PAYMENT OF TAX AND LEVIES:

The bidder shall pay all taxes, levy and duty which may be required to pay under any law for the time being in force in respect of country or in accordance with the execution of work.

Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in the price quoted for the delivery of Malathion.

3.12 INCOME TAX DEDUCTION:

Income tax, if any as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Bidder.

3.13 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

Any claim for interest will not be entertained by the IPGL with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Bidder or with respect to any delay on part of the IPGL in making payment.

3.14 PERFORMANCE GUARANTEES BOND TOWARDS PERFORMNACE OF CONTRACT:

1 Within 10 days of the receipt of the notification of the award of Contract from the Employer, the successful Tenderer shall furnish to the Employer, a bond in the form of a Bank Guarantee (B.G), from a Nationalised / Scheduled Bank, having their branch in Mumbai, for an amount equivalent to **3 (three) % of the Contract Price (as indicated in LOA)** guaranteeing the performance of the Contract as per the draft Bank Guarantee form at Annex-IV of this tender document. The validity of such bond issued, towards performance of the Contract, shall be up to scheduled date of completion of the work awarded date.

2 Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract & forfeiting the Earnest Money Deposit.

3 The validity of BG shall be 4 months from the date of issue of Work Order (WO).

4. In the event of un-satisfactory/Non-performance by the bidder, the PBG shall be invoked.

3.15 PENALTY FOR DELAYED WORK.

If bidder do not complete the delivery of assigned batch within 30 days from the date of loading port in Mumbai, there will be a penalty at 0.50% per day of the invoice amount subject to maximum of 5% of the invoice value. This does not absolve the bidder from his obligation of completion of whole work in expeditious manner.

3.16 DEFAULT OF THE BIDDER:

If the Bidder makes any default or on the happenings of anyone or more of the following events that is to say:

If the Bidder –

- .1 Fails to observe or perform any of its obligations pursuant to the Contract;
- .2 Fails to comply with a direction of the In - Charge given in accordance with the provisions of the Contract;

- .3 Assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the Contract without the Employer's Consent;
- .4 Enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or
- .5 Abandons or refuses to proceed with the Bidder Services;
- .6 Creates a conflict of interest under these Conditions of Contract,
- .7 Has gone into liquidation or passed the resolution for winding up or
- .8 Upon making an arrangement with or assignment in favour of his creditor or
- .9 Upon his assigning this Contract or
- .10 Upon winding up order being passed by the court, or a Receiver or manager is appointed in respect of any of the property of the Bidder.
- .11 Fails to deliver to the employer any as-constructed documentation as specified in the Scope of Work, The employer may suspend payment under the Contract and shall notify the Bidder in writing specifying the reason for the notice and requiring the Bidder to show cause within thirty (30) days from the giving of such notice why the appointment of the Bidder should not be terminated. If the Bidder fails to show cause within the period specified in the notice to the satisfaction of the employer, the employer may without prejudice to any other rights, terminate the appointment of the Bidder by notice to the Bidder by the date specified in the notice.

On termination of the appointment of the Bidder pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be proportionate amount after adjustment towards penalty, if any.

3.17 DISPUTE RESOLUTION:

1. Arbitration: In the event of any dispute or difference of whatsoever nature between the Parties arising out of, in relation to, or in connection with the Contract, the Parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the Parties within thirty days from the date of notice of the said dispute or difference by either Party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the mutual consent of both parties, whose decision shall be final and binding upon the parties, Provided that notwithstanding by the escalation of any dispute or difference to arbitration. The Bidder shall acknowledge and undertake that its obligations under the Contract shall continue to subsist and its work under

the Contract shall continue without interruption during the subsistence of the dispute or difference.

2. **Governing Law & Jurisdiction:** The contract shall be subject exclusively to the law of India. Subject to the afore mentioned clause 3.18.1, the courts at Mumbai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to or in connection with the contract. Arbitration if any shall be under Indian Arbitration and Conciliation Act, 2015 (Amended) and the arbitration proceeding will be held at Mumbai and the arbitration proceedings shall be conducted in English.

3.18 TERMINATION OF CONTRACT:

If the Bidder does not perform the Contractual obligations satisfactorily, the Contract is liable to be terminated after issue of notice of 30 (Thirty) days to the Bidder.

3.19 FORCE MAJEURE:

If the work is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities, etc. such period shall be exempted from penalty as mentioned in clause 3.15 of this tender document. (Any change in applicable international laws leading to undesired impact in execution of Contract obligation shall be covered under force majeure.) In case the duration of the Force Majeure is more than three hundred and sixty-five (365) days, the contract may be terminated upon the request of each party.

3.20 LABOUR LAWS:

The Bidder shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with respect to country.

3.21 OUTBREAK OF WAR:

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works the Bidder shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavours to complete the execution of the Works, provided always that either the Employer or the Bidder shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

3.22 DEFAULT OF THE EMPLOYER:

In the event of the Employer:

- .1 Failing to pay Bidder the amount due under Contract as per stipulated condition or
- .2 Interfering with or obstructing the written approval in this Contract, the Bidder shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Employer.

3.23 CONFIDENTIAL INFORMATION:

Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading up to or the entering of the contract. After the entering of the contract Employer and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Employer shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from Employer for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. The obligation of a party, shall not apply to information that:

- .1 Employers or Bidder need to share with the institutions participating in the financing of the Contract;
 - .2 Now or hereafter enters the public domain through no fault of that party;
 - .3 Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - .4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees. All services provided to Employer by bidder are subject to Country public disclosure laws such as RTI etc. The Bidder shall not make or permit to be made public announcement or media release about any aspect of this Contract unless Employer first gives the Bidder its written consent.

3.24 REVIEW OF PERFORMANCE:

A designated team / person from Employer may review the performance of Bidder against the Bidder at any time. The review / audit report will form basis of any action relating to imposing penalty or breach of contract of the Bidder.

3.25 ADHERENCE TO PROCEDURES, RULES, REGULATIONS AND RESTRICTION:

Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Employer shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws. Bidder's Team shall adhere to all security requirement / regulations during the execution of the work. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. Employer will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.

3.26 NON - SOLICITATION OF STAFF:

For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.

3.27 SURVIVAL:

The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

3.28 CONFLICT OF INTEREST:

The Bidder warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the Employer) the Bidder undertakes to notify the In-Charge immediately in writing, of that conflict of interest. The Bidder shall take all reasonable measures to ensure that its employees do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the services to the Employer fairly and independently. Any such activity must be disclosed in writing to the In - Charge immediately. Where the In - Charge receives a notice of conflict of interest, the Employer may proceed to terminate the Contract. The Bidder shall not receive any

remuneration in connection with the assignment except as provided in the contract. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the Employer under the contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold the Employer interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer.

3.29 CONFLICT AMONG ASSIGNMENTS:

Neither Bidder (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder.

3.30 PROFESSIONAL LIABILITY:

The Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Bidder's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the Bidder's gross negligence or wilful misconduct; (b) the Bidder's liability to the Employer may in no case be limited to less than the total payments expected to be made under the Bidder's contract, and (c) any such limitation may deal only with the Bidder's liability toward the employer and not with the Bidder's liability toward third parties. Notwithstanding anything contained herein to the contrary, the maximum aggregate liability of the Bidder including towards the third parties, for any and all liabilities of the contract, shall be limited to a sum equivalent to the amount of fees payable by the Employer to the Bidder. Bidder will not be liable for any loss of profit, loss of contract, loss of use or any indirect or consequential loss, damage or expense sustained by the employer, or any other person caused by any act, omission or error of the Bidder.

3.31 STAFF APPOINTMENT / SUBSTITUTION:

Bidder shall ensure to appoint/depute required personnel at its owned cost to carry out the assigned work as defined in the scope of work. IPGL will not have liability during the contract period or for the period of contract.

3.32 CESSATION OF RESPONSIBILITY:

All responsibilities of Bidder under this contract shall be deemed to have been discharged upon completion of documentation (as per scope of work) part within this contract.

Employer responsibilities shall be deemed to have been satisfied on acceptance of Bidder's services and payments by Employer to Bidder of all amounts due and payable under the contract.

3.33 CHANGES AND ADDITIONS IN BIDDER'S SCOPE OF WORKS:

IPGL shall have the right to request Bidder in writing to make any changes, modifications, deletions and / or additions to Bidder's scope of works.

3.34 FRAUD AND CORRUPT PRACTICES

3.34.1 The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the IPGL shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the IPGL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the IPGL for, inter alia, time, cost and effort of the IPGL, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

3.34.2 Without prejudice to the rights of the IPGL under Clause 1.1 hereinabove and the rights and remedies which the IPGL may have under the LOA or the Agreement, if a bidder, is found by the IPGL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the IPGL during a period of 2 (two) years from the date such bidder, is found by the IPGL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.34.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPGL who is or

has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPGL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the IPGL in relation to any matter concerning the Project;

b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the IPGL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.35 NOTICES:

All notices and other communications under this contract must be in writing and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received. If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for. All notices under this contract shall be sent to or delivered at the address as specified by the parties. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

ANNEXURE-I

BANK GUARANTEE FORMAT FOR EMD

KNOW ALL BY THESE PRESENT THAT ----- (Name of the Bank), a Banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at ----- Mumbai (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS:

WHEREAS The Board of Directors of INDIA PORTS GLOBAL LIMITED constituted under the COMPANY Act, 2013 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for --- ----- (hereinafter called Tender) as per Instruction to the Tenderers, General conditions of the Contract, scope of work, specifications and Price schedule covered under 'Tender No. -----.

AND WHEREAS M/s ----- (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the Contract, the Tenderer is required to give an Earnest Money Deposit in the form of Bank Guarantee from a Scheduled Bank having its branch in Mumbai for the sum of Rs. ----- (Rupees -----)

AND WHEREAS M/s ----- have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. ----- (Rupees -----) which the Bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. ----- (Rupees -----)

AND DOTN HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing without referring to M/s ----- (Name of the Tenderer) and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs. ----- (Rupees-----)/ as may be payable to the Board by the Tenderer by reason of withdrawing his Tender before the expiry of the day from the last date of the submission of the Tender or such time as may be extended by the Board to which M/s ----- have agreed in writing, or in the event of the tender being accepted by the Board and fails to enter into a Contract or to furnish Performance Guarantee as per the terms of the Contract, in respect of which the decision of the Board shall be final

and legally binding and the said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the ----- (date) and if the Contract is not awarded by the Board before the expiry of the aforesaid date, the said Banker undertakes to renew this Guarantee from month to month until 6 months after the aforesaid date i.e. up to ----- (date) and the said Bank doth hereby further

covenant and declare that if the said M/s ----- do not obtain and furnish renewals of this Guarantee for a further period of six months to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewals thereof as to keep the same valid and subsisting till the Contract is awarded by the Board and for 6 months thereafter i.e. up to ----- the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding :

1. that the period of the Guarantee of the renewal or renewals thereof has not expired or,
2. that the period of Guarantee of the renewal or renewals thereof has already expired

AND THE BANK further declares that notwithstanding anything to the contrary contained hereinabove, the Bank's liabilities under the Guarantee is restricted to Rs. ----- (Rs. ---- -----) and unless a demand in writing under the Guarantee is made with the Bank within the 3 months from the date of expiry i.e. by -----, all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under:

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees -- -----) This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----

IN WITNESS WHEREOF, the duly constituted attorneys of the Bank has here up to set his/their hands and seals on the ----- of -----2023.

SIGNED, SEALED AND DELIVERED

By the within named -----

Through it's duly -----

Constituted Attorney Mr. -----

& ----- in the presence of

ANNEXURE –II
LETTER OF APPLICATION CUM TENDER FORM

To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, email id, etc.

Date:

To,

The Managing Director,
India Ports Global Limited
4th Floor, Nirman Bhavan,
M.P. Road, Mazgaon,
Mumbai-400010 – INDIA.

Sub: Tender for the work of “Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port”.

Ref: Tender No: IPGL/TRP-MALA/2023/03

Sir,

Being duly authorised and represent and act on behalf of M/s. _____

hereinafter called the ‘Tenderer’ and having fully understood Instructions to Tenderer/s, General Conditions of Contract, Scope of Work, given in the Tender Document and after completion of work, the undersigned hereby submits the Offer for the subject Works.

2. IPGL and its representatives are hereby authorised to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.

3. The tenderer may contact following IPGL representatives for further information, if need be.:

For General & Managerial inquiries	
Name of Contact Person	Mr.Sunil Mukundan
Telephone number/s	+91 9029026180
Fax number/s	022 66566336
E-mail Id	md.indiaportsglobal@gmail.com

For Technical inquiries	
Name of Contact Person	Mr Shailesh Makwana
Telephone number/s	+91 9029026177
Fax number/s	022- 66566336
E-mail Id	mons.indiaportsglobal@gmail.com

For Financial inquiries	
Name of Contact Person	Mrs.Supriya Jadav
Telephone number/s	+91 9029026178
Fax number/s	022 66566336
E-mail Id	mfa.indiaportsglobal@gmail.com

4. This application is made in the full understanding that:
- i. Tenders received from Tenderers will be subject to verification of all submitted information.
 - ii We agree to abide by this Tender for the period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by IPGL, before the expiry of the validity period as given in this Tender.
 - iii Not with standing anything contained in this tender document, IPGL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

- iv If our Tender is accepted, we confirm to commence work from the date of issue of 'Letter of Acceptance' and to complete all Works in good condition within the completion period as stipulated in this Tender.
- v. If our Tender is accepted, we will furnish the Security Deposit and Performance Guarantee Bond for the due Performance of the Contract. The amount and format of such Guarantee will be in accordance with the subject Tender and Conditions of Contract.
- vi. We have independently considered the amount/rate shown as penalty clause no 3.15 i.e. PENALTY FOR DELAYED WORK and agree that the same represent a fair estimate of the damages/losses likely to be suffered by IPGL in the event of delay in overall completion of the Work.
- vii. We have downloaded the tender form from web site and we hereby certify that we have not made any changes to the Tender Document either in words or in sentences or deleted or added any word or sentences from/to the tender document.

5. The undersigned declares that the statements made & the information provided in the duly filled Forms are complete, true & correct in every details.

6. Witness

Signature
Name and Designation with company seal
For & on behalf of (name of the Tenderer)
Signature
Name and Designation with company seal

7.
8.

Witness

Signature
Name and Designation with company seal
For & on behalf of (name of the Tenderer)
Signature
Name and Designation with company seal

ANNEX – III
FORM OF AGREEMENT

This AGREEMENT made at Mumbai this _____ day of _____ BETWEEN _____ (hereinafter called "the Bidder") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the party named and his heirs, executors and administrators or its successors and permitted assigns) of the one part and THE BOARD OF DIRECTORS OF INDIA PORTS GLOBAL LIMITED incorporated by IPGL under Company Act 2013 being the successors (herein after called "The Employer") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Bidder for "Carrying out the work of Scope of Tender as defined in the tender.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz -
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The specification
 - e) The Price, schedule and all other schedules
 - f) The Bidder's offer and all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Service Provider as hereinafter mentioned Bidder the A HEREBY CONVENANT with the Employer to carry out the work as per scope defined in volume II.
4. The Employer HEREBY CONVENANT to pay to the Bidder in consideration of the Carrying out the work of as per scope of tender volume II, as per the Contract Price at the time and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF the Bidder that hereunto set his hand and seal and the Managing Director of India Ports Global Ltd, for an on behalf of the Board has set his hand and the common seal of the Employer has been hereunto affixed the day and year first above written.

Signed, sealed and delivered

by _____ for and on behalf of the said _____ in
pursuance of a resolution of the Board of Directors of the
_____ passed at a meeting held on

Managing Director the _____ CONSTITUTED ATTORNEY
_____ or

The Common Seal of the TPIA was hereto affixed in the presence of
SIGNED, SEALED AND DELIVERED

by Managing Director
for and on behalf of the Board of Directors of
India Ports Global Limited with the Common Seal

ANNEXURE –IV

FORMAT OF BANK GUARANTEE to be used FOR PERFORMANCE of the Contract.

1. In consideration of the Board of Directors of the India Ports Global Limited incorporated by the Company Act, 2013 as amended by the IPGL (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors, IPGL, its successors and assigns) has awarded the Contract for Carrying out the work of “ Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port”, awarded by IPGL, Mumbai to M/s. _____, vide Managing Director’s letter No. _____, dated _____ (hereinafter called ‘the said Contract’) to _____ (Name of the Bidder) (hereinafter called the ‘Bidder’). Under the terms and conditions of the Contract, made between the Bidder and the Employer, the Bidder is bound to submit a performance Guarantee of Rs. _____ (in words Indian Rupees) to Employer, we the _____ (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Bidder do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ (in words Indian Rupees) against any loss or damage caused to or suffered or which would be caused to or suffered by the Employer by reason of any breach by the Bidder of any of the terms and conditions of the said Contract.

2. We _____ Bank do hereby undertake to pay the amounts due and payable under this _____
guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer

by reason of the Bidder’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (in words Indian Rupees)

3. We, _____ (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We, _____ further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the

Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Managing Director of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee.

5. We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Bidder from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Bidder.

It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2023

For (Name of the Bank)
(Name with Designation)

Signature

Seal of the Bank

SCHEDULE 1
GENERAL INFORMATION

Page1/2: Schedule -1

All individual firms submitting the tender must complete the information in this form.

Full name of the Firm:	
Head Office address	
Contact person name at Head office:	
Telephone Number/s:	
Fax Number/s:	
E-Mail ID	
Branch Office Address, if Any	
Contact person name at Branch office:	
Telephone number/s:	
Fax number/s:	
E-mail Id	
Works address:	
Contact person name at Works:	
Telephone number/s:	
Fax number/s:	
E-mail Id	

Signature & seal of the Tenderer

Page2/2: Schedule -1

Place of Registration/ Incorporation:	
Year of Registration/ Incorporation:	
Details of Mainlines of Business:	
I	Since
II	Since
III	Since
IV	Since
V	Since

Signature & seal of the Tenderer

SCHEDULE 2
FINANCIAL DATA

Page: 1/3 Schedule 2

Tenderers should provide financial information as detailed below Each Tenderer must fill the information in this format only. If required, you may use separate sheets to provide complete financial information.

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached.

A: Banker's Details:

Name of the Banker In Full	
Address of Banker	Telephone No:
	Fax No:
	Contact Person name:

Signature & seal of the Tenderer

B: Summaries of actual assets and liabilities for the Last 03 years

Page 2/3 Schedule 2

Financial information	Previous three years		
	2019-2020	2020-2021	2021-2022
1.Total Assets			
2 Current Assets			
3 Total Liabilities			
4 Current Liabilities			
5 Turnover			
6 Profit before Taxes			
7 Profit after Taxes			

Signature & seal of the Tenderer

Page 3/3 Schedule 2

C: Income tax:

1. Permanent Income-Tax Account Number (PAN) and GST details	
--	--

(Kindly enclose copies of supporting documents for above information)

Signature & Seal of the Tenderer

SCHEDULE 3

DETAILS OF KEY PERSONNEL

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

Sr no	Name in Full	Designation	Qualification	Experience
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature & Seal of the Tenderer

SCHEDULE 4
CURRENT COMMITMENTS IN HAND

Tenderer should provide necessary information about their current commitments on all Contracts that have been awarded, or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for Contracts approaching towards completion and full completion certificate has yet to be issued. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders in hand or copies of 'Letter of Intent' / work orders as the case may be.

	Name of Client	Order no/Reference no and date	Order value	Date of completion as per order	Estimated Date of completion

Signature & Seal of the Tenderer

SCHEDULE 5

DETAILS OF WORKS COMPLETED IN PAST

Tenderer should provide necessary information about Works completed during last 05 years for which certificate issued by the Client shall be submitted. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details. In support of submitted information, it is very essential to submit copies of orders executed in past along with Final certificate, release note, completion certificate and client details for verification and confirmation.

No	Name of the Client	Order number or Reference number & Date	Order value	Date of Completion as per the Order	Actual date of Completion
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer

SCHEDULE 6

EXPERIENCE IN SIMILAR WORKS

Reference: -1

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar works as stipulated in the Tender. In support of submitted information, it is very essential to submit copies of order/s executed along with satisfactory performance certificate issued by Client/s.

1.	Client's Name:	
2.	Contract / Order number and Date	
	Name of the Contract:	
4.	Client's Address in full:	
5.	Name of Client's Contact person:	
6.	Client's Telephone Number/s	
7.	Client's fax number	
8.	Contract / Order value	

9. Completion period as
per Contract / Order

10.	Date of Actual completion of Contract / Order	
11.	Brief details of Contract/Order	

Signature & Seal of the Tenderer

SCHEDULE - 7

Non-Disclosure Agreement

(To be executed on non-judicial Stamp of Rs. 100/-)

THIS AGREEMENT is made this day of __, 202__

Between Board of Directors, India Ports Global Limited, a company incorporated under Companies Act 2013 (hereinafter called the 'Board')which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Directors, India Ports Global Limited and its successors and assigns) of the ONE PART AND.

M/s, a Company incorporated in India under the Indian Companies Act, 1956 and having its office at.....

..... And registered with the Income Tax having Pan No.....

(hereinafter" referred to as "Vendor" which expression shall include its successors and assigns) of the other part.

WHEREAS:

- (1) By tender no _____ (the “ Tender”),offers were invited from Contractors to for the work of _____ for India Ports Global Limited) the “Project”):
- (2) M/s._____ made an offer to act the contractor as per the terms and conditions of the tender and
- (3) After evaluation of the proposal /offers received, the Board has engaged M/s._____ as the Bidder for carrying out _____ (Work Title),subject to signing of the Confidentially Agreement between the Board and the Contractor and conveyed to the contractor by its _____(Work Order signatory) vide work order no.dated __/__/202__ which was duly accepted by the contractor vide its letter dated __/__/202__

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Vendor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Vendor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the tender.

2. The Vendor will not, without the prior written consent of the Board or its authorized person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. The Vendor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfilment of the scope of services as per the terms and conditions of the tender and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the tender. The Vendor will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Company as the Vendor is subject to hereunder.
3. The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:
 - a) was already in the public domain at the time of its disclosure to the Vendor by the Board; or subsequently becomes part of the public domain through no breach by the Vendor of its obligation under the Agreement.
 - b) is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Vendor contained in this Agreement; or
 - c) is required to be disclosed by the Vendor by applicable law or regulation or judicial authority, provided that the Vendor agrees, to notify, the Board in writing, duly signed by an authorized signatory, as soon as possible, upon becoming aware of any such requirement and
 - d) confirming the necessity of the disclosure prior to such disclosure;
4. The Vendor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Vendor to claims, losses, damages or other liability for which the Vendor does not receive indemnification from the Board, and the Vendor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Vendor to comply with its obligations there under.

5. The Vendor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.
6. The Vendor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Vendor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the tender or if the Vendor ceases to act as the Bidder for(Work Title) of the Board.
 - (a) Return to the Board any Confidential Information in the Vendor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
 - (b) Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Vendor or its professional advisors on its behalf.
 - (c) Not make use of the information, contained in the confidential information for any of its business operations. The Vendor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.
 - (d) Notwithstanding the above provisions, nothing shall prevent the Bidder retaining any such confidential information which form part of the Bidder's records of having completed the work or is required by law to retain. In such event, the confidentiality provisions shall continue to apply to the Bidder over such confidential information.

7. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.

8. The Vendor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Vendor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Vendor of its covenants and obligations in this Agreement. The Vendor further confirms that it is acting in this matter as principal and not as agent for any other person.

9.The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Vendor's obligations hereunder may only be amended or modified by written agreement between the Vendor and the Board. This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

10.If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

11.This Agreement shall be freely assigned by the Board, with prior written notice to the Vendor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.

12.All questions, disputes and differences arising under or in relation to this Agreement shall be referred to (Work Order signatory) of The Board for consideration. The decision of (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written

Constituted Attorney / Authorised _____

Signatory For M/s _____

..... In

Presence of

Managing Director, on behalf
of the Board of Trustees of the
IPGL In presence
of _____

—

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Format of PRICE SCHEDULE 8

(To be submitted in separate sealed envelope Envelope-II, duly super scribed).

(Tender No: IPGL/TRP-MALA/2023/03)

Price for Carrying out the work, “Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port”.

The undersigned Firm/Company/ consortium, having read and examined in detail the entire tender document in respect of, Tender for Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port , do hereby express their interest to undertake the works as specified in the tender document at the following prices:

S. No.	Description of activities.	Total Cost for Transportation of 40,000 litres of Malathion in INR (in figures)	Total Cost for Transportation of 40,000 litres of Malathion in INR (in words)
1	For all the activities mentioned in the scope of work		

Note:

1. The rate quoted shall be in Indian Rupees only and inclusive of lodging, boarding, transportation and other incidental expenses, logistics requirement /support required in respective country for deployed resources by the Bidder for the subject work.
2. Evaluation of offers will be made excluding goods and service tax component, which will be paid by IPGL.
3. Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in the lump sum price quoted for the entire work.
4. All prices excluding GST (Applicable GST rate to be indicated)
5. Cost should be inclusive of all charges/fees and no other additional/ extra payment will be made.
6. Cost quoted will remain firm for entire project and will not be changed at later stage

Name, Designation and Signature of Tenderer with Company seal & date.

Name and Signature of witness

CHECK LIST

(Tender No: IPGL/TRP-MALA/2023/03)

SCHEDULE FOR CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID. All the pages of the document submitted under this tender shall be properly and neatly numbered in serial and same shall be reflected in the summary to be submitted as check list to the offer in the following manner for easy identification of the documents during evaluation.

	DETAILS OF DOCUMENTS TO BE SUBMITTED
1	A covering letter along with check list giving details of the documents being submitted
2	with tender confirming validity of EMD and price bid for 90 days
3	Earnest Money Deposit as per tender condition.
4	Copy of Tender Document as downloaded from the website with each page of it duly signed by the authorised person and stamped with company's seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form duly signed by the person / persons who is/are competent to sign.
5	Price Schedule duly filled in separate sealed envelope-Envelope-II super scribing clearly on it "price-bid".
6	One Copy (clearly marked duplicate) of the offer shall be submitted along with the original offer
7	The Tenderer while submitting their offer for this Tender, shall also confirm in writing along with all relevant documents supporting to fact that they are meeting MEC as Specified in this tender document.
8	Documentary evidence related to business registration/commencement.
9	List of orders executed during the last five years Copies of work orders with completion certificate / release notes issued may be submitted as proof of compliance.
10	Particulars of the Tenderers as specified in the Schedule 1 of this tender document.
11	Reports on financial standing Schedule 2 of the Tenderer including annual turnover, Profit and loss statements, balance sheet, and auditor's report for the last three years,
12	Detail Details of organisation showing hierarchy and key personnel as per Schedule 3 of this tender document
13	Detail Details of current commitments and details of work completed in past period etc. as per Schedule 4 & 5 of this tender document
14	Experience in having executed similar Works and other related details as per Schedule of this tender document
15	Information regarding any current litigation
16	Undertaking to ensure integrity
17	Non-Disclosure Agreement

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Any other details, which shall establish the technical competency and any deviation from technical specification

Volume II

Scope of Work

Scope of the work, “Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port”.

The bidder has to ensure mobilisation of resources immediate from the date of issuance of LOA.M/s.HIL India Ltd, shall provide Malathion in 80 drums – 40 pallets for each container.

Pick up address: M/s. HIL India Ltd.
PO Rasayani
District: Rayagada
Maharashtra-India

- i. Bidder has to provide two nos 40’ High Cube Container which can be stuffed at the address of M/s. HIL India Ltd.
- ii. Bidder has to bear Terminal Handling Charges at JNPA port and at Chabahar port including Ocean freight, Insurance, Customs and any other implicated charges.
- iii. Transportation cost, taxes, levis and any other applicable charges directly related to shipment within India, Iran and Afghanistan.
- iv. Ensuring safely loading at JNPA port and transport the same to final destination Kabul, Afghanistan.
- v. Necessary fumigation as per applicable norms, survey by third party Inspection Agency before sealing of containers, necessary certification and inspection by the concerned authorities and sealing of the containers after/during stuffing of packed Malathion in metal containers.
- vi. Arranging Phyto-sanitary and “Country of Origin” certificate from the concerned authorities as directed by Employer.
- vii. Completion of all formalities on behalf of IPGL to transit insurance covering ‘ALL RISKS’ against theft, damage, loss etc. Bidder shall be responsible for settling the short settlements of claims by the insurance company, if any. The Comprehensive Insurance shall be obtained from an International Insurance Company.
- viii. The expected time of completion of work is three months from the date of issuance of Letter of Acceptance by IPGL. However, due to certain unavoidable circumstances the work completion period may get extended beyond stipulated period.
- ix. Bidder shall be responsible for creation of shipping bill, EDI filing, required documentation for export custom clearance and coordination with IPGL to carry out export formalities.
- x. Bidder shall also be responsible for any damage of containers and pilferage of cargo, operational losses etc. Recovery for such losses in excess to the claim settled by Insurance Company shall be made from running bills of the bidder equivalent to the cost of Malathion at M/s.HIL India ltd, rates. If need arises, bank

guarantee shall be invoked.

- xi. Bidder shall be responsible for all documentations like-invoice & packing list, certificate of origin, fumigation certificate, phyto-sanitary certificate, health certificate, BL copy, etc.
- xii. All other works (in case not outlined above) right shipment from port of JNPA till transportation up to Kabul for handing over sealed containers with custom cleared documents at Port of Chabahar..
- xiii. The above may get changed based on event of force-majeure, civil unrest, and border issues, extreme weather conditions especially rainfall, act of god, terrorist attacks, or any other unforeseen circumstances, which is beyond the control of IPGL. Bidder would have to reschedule their activities based on extended timelines without any extra cost to IPGL.

Successful bidder has to complete the assignment in close coordination with the IPGL.

The bidder should submit their financial bid, keeping all variables in view, as indicated above. No extra cost shall be paid towards any activity/item during contract period.

Material Data Safety Sheet: Malathion 96% ULV



MATERIAL SAFETY DATA SHEET

MALATHION 96 % ULV

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

MANUFACTURED FOR:

HIL(INDIA) LIMITED
RASAYANI-410207,DIST-RAIGAD MAHARASHTRA

CHEMICAL IDENTITY: Malathion: O-O-Dimethyl phosphorodithioate of diethyl mercaptosuccinate

PRODUCT USE: Insecticide – Group 1B

PCP REG. NO.: 25638

2. HAZARDS IDENTIFICATION SUMMARY

KEEP OUT OF REACH OF CHILDREN – CAUTION - POISON – Hazardous if swallowed, inhaled, or absorbed through skin. Avoid contact with skin, eyes, or clothing. Avoid breathing spray mist. Avoid contamination of feed and foodstuffs. DO NOT treat dairy barns or apply to pastures while occupied by dairy animals. After using this product ventilate thoroughly before occupying enclosed spaces. Do not allow contact with treated surfaces until sprays have dried. The product contains petroleum distillates.

This product is straw to amber coloured liquid with a slightly aromatic odor.

WARNING STATEMENTS:

NOTE TO PHYSICIAN: This product is an organophosphate (cholinesterase-inhibiting) insecticide. Atropine is antidotal and should be given in multiple doses as necessary until the patient is atropinized. In severe cases 2-PAM may be given provided therapy begins within 24 hours of exposure. Monitor serum and RBC cholinesterase. Administer intravenous fluids cautiously, if needed, to correct dehydration. Symptoms of cholinesterase inhibition include salivation, gastrointestinal hypermotility, abdominal cramping, nausea, diarrhea, sweating, miosis, tearing, blurred vision, headache, dizziness, ataxia, bradycardia, dyspnea, cyanosis, and muscle twitching or tremors. In extreme cases, tetany, mental confusion, incontinence, weakness, collapse, paralysis, convulsive seizures, and even death, can occur.

3. COMPOSITION, INFORMATION ON INGREDIENTS

Chemical Ingredients:	Percentage by Weight:	CAS No.	TLV (Units)
Malathion	96.00	121-75-5	15 mg/m ³ (skin)

4. FIRST AID MEASURES

If swallowed:	Call a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
If inhaled:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If in eyes:	Take off contaminated clothing. Rinse skin with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
If on skin or clothing:	

NOTE TO PHYSICIAN: This product causes cholinesterase inhibition. Atropine is antidotal. 2-PAM may be effective as an adjunct to Atropine. This product contains petroleum distillates. Vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

FLASH POINT (°F/Test Method):	325.4°F / 163°C (PMCC)
FLAMMABLE LIMITS (LFL & UFL):	Not established
EXTINGUISHING MEDIA:	Foam, dry chemical, carbon dioxide, and water spray (fog).
HAZARDOUS COMBUSTION PRODUCTS:	Thermal decomposition products include dimethyl sulfide, sulfur dioxide, carbon monoxide, carbon dioxide, and phosphorus pentoxide.
SPECIAL FIRE FIGHTING PROCEDURES:	Wear self-contained breathing apparatus with full protective clothing. Fight fire from upwind and keep all non-essential personnel out of area. Avoid heavy hose streams.
UNUSUAL FIRE AND EXPLOSION HAZARDS:	If water is used to fight fire or cool containers, contain runoff by diking to prevent contamination of water supplies. Containers in fire may burst or explode from excessive heat. Stay well back from fire area.

6. ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:

For small spills, absorb with an absorbent material such as pet litter. Sweep up and transfer to containers for possible land application according to label use or for proper disposal. Check local or provincial regulations for proper disposal. Flush the area with water to remove any residue.

CAUTION: Keep spills and cleaning runoff out of municipal sewers and open bodies of water.

7. HANDLING AND STORAGE

HANDLING: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

STORAGE: Store in a safe manner. Store in original container only. Keep container tightly closed when not in use. Store at temperatures not exceeding 77°F/25°C. KEEP AWAY FROM CHILDREN. Do not store diluted spray. Do not store near heat or open flame. Do not contaminate water, food, or feed by storage or disposal.

Personal Protective Equipment: Applicators and other handlers must wear: long sleeved shirt and long pants, chemical-resistant gloves, such as barrier laminate, butyl rubber, nitrile rubber or Viton®, shoes plus socks, and protective eyewear. Follow manufacturer's instructions for cleaning and maintaining PPE. If no instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: Not normally required.
RESPIRATORY PROTECTION: Not normally required, if vapors or mists exceed acceptable levels, wear a NIOSH approved pesticide respirator.
EYE PROTECTION: Chemical goggles or shielded safety glasses.
SKIN PROTECTION: Wear protective clothing: long-sleeved shirts and pants, shoes with socks. Wear chemical-resistant gloves.

	OSHA PEL 8 hr TWA	ACGIH TLV-TWA
Malathion	15 mg/m ³ (skin)	1 mg/m ³ IV*

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND ODOUR: Straw to amber coloured liquid with a slightly aromatic odor. **SOLUBILITY:** Emulsifies
SPECIFIC GRAVITY (Water = 1): 1.23 g/ml **BULK DENSITY:** 1.23 kg/L **pH:** 3.7 - 3.8 (50% solution)
VAPOUR PRESSURE: 3.4 x 10⁻⁴ mm/Hg @ 25°C (77°F) **BOILING POINT:** >300°F / >148.9°C
PERCENT VOLATILE (by volume): Not established **EVAPORATION RATE:** < 1

Note: These physical data are typical values based on material tested but may vary from sample to sample.
Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items.

10. STABILITY AND REACTIVITY

STABILITY: Stable

CONDITIONS TO AVOID: The active ingredient will decompose rapidly at temperatures above 100°C.

INCOMPATIBILITY: Strong alkalis, amines, and strong oxidizing compounds. The active ingredient can corrode iron, steel, tin plate, lead and copper.

HAZARDOUS DECOMPOSITION PRODUCTS: Dimethyl sulfide, sulfur dioxide, oxides of carbon, and phosphorous pentoxide from combustion.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

Acute Oral LD₅₀ (rat): 1375 – 2800 mg/kg

Eye Irritation (rabbit): Slight irritation

Inhalation LC₅₀ (male rat): >5.2 mg/L (4 HR)

Carcinogenic Potential: Nothing listed in OSHA, NTP, IARC, or ACGIH.

Acute Dermal LD₅₀ (rabbit): > 2000 mg/kg

Skin Irritation (rabbit): Slight irritation

Skin Sensitization (Guinea Pig): Not asensitizer.

12. ECOLOGICAL INFORMATION

Malathion is toxic to fish, aquatic invertebrates, and aquatic life stages of amphibians. For terrestrial uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to aquatic organisms in areas near the application site. Do not contaminate water by cleaning equipment or disposal of wash waters. Highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

13. DISPOSAL CONSIDERATIONS

Do not reuse containers for any purpose. This product is acutely hazardous. Container is recyclable, and is to be disposed of at a container collection site. Contact your local dealer/distributor for the location of the nearest collection site. Before taking container to the collection site: Triple or pressure-

rinse the empty container, adding the rinsate to the spray tank. Make the empty container unsuitable for further use. If there is no container collection site in your area, dispose of the container in accordance with provincial requirements. For information on disposal of unused, unwanted product, contact the manufacturer or the provincial regulatory agency. Do not contaminate water, food, or feed by storage or disposal.

14. TRANSPORT INFORMATION

USDOT / TDG Shipping Description: LESS THAN 10.2 GALLONS NOT REGULATED.

US DOT / TDG Shipping Description: RQ ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S., 9, UN3082, III (MALATHION) MARINE POLLUTANT ERG GUIDE 171

U.S. Surface Freight Classification: INSECTICIDES, INSECT REPELLENTS, NOI, OTHER THAN POISON (NMFC 102120, CLASS: 60)

IMDG Shipping Description: RQ ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (MALATHION 85%), 9, UN3082, III, MARINE POLLUTANT, ERG GUIDE 171

Consult appropriate ICAO/IATA regulations for shipment requirements in the Air shipping modes.

15. REGULATORY INFORMATION

NFPA & HMIS Hazard Ratings:

NFPA

HMIS

2 Health

0 Least

2 Health

2 Flammability

1 Slight

2 Flammability

0 Instability

2 Moderate

0 Reactivity

3 High

I PPE

4 Severe

SARA Hazard Notification/Reporting

SARA Title III Hazard Category:

Immediate

Y

Fire

N

Sudden Release of Pressure

N

Delayed

Y

Reactive

N

Reportable Quantity (RQ) under U.S. CERCLA: Malathion (CAS: 121-75-5): 100 pounds

SARA, Title III, Section 313: Malathion (CAS: 121-75-5) 95.00%

RCRA Waste Code: Not listed

CA Proposition 65: Not listed.