

**GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED,
P.O. NARMADANAGAR
BHARUCH-392015, GUJARAT**

TENDER NOTICE NO. GNFC/ BSD/Neem Seed Extraction

**INVITATION OF PROPOSAL FROM OIL MILLERS
FOR
NEEM SEED PROCESSING**

- (1) Date of Download : From 21 / 09 / 2017
- (2) Last date of Tender Submission
Online Only : 27 / 09 /2017 up to 15.00 hours



(An ISO 14001 & OHSAS 18001 Company)

P. O. Narmadanagar - 392 015, Dist. Bharuch, Gujarat, India

Ph (02642)247001, 247002

Website www.gnfc.in

21-09-2017

To,

Sub : Invitation Of Proposal From Oil Millers For Neem Seed Processing

Dear Sir,

1. Gujarat Narmada Valley Fertilizers & Chemicals Ltd. (GNFC) is in the business of manufacturing and selling Fertilizers and Chemicals and has its manufacturing facilities located at Bharuch and Dahej in Gujarat.

A socio-economic Neem Project has been undertaken to manufacture Neem Oil for captive requirement of Neem Coated Urea as well as to cater the market requirement. Neem Cake, an organic Fertilizer is also produced as a co-product.

GNFC has initiated a massive drive to create awareness in rural society and farmers for Neem tree plantation and uses of Neem seeds.

GNFC used established community structures in rural Gujarat and other states to build linkages within its supply chain network for neem seed collection. It has been empowering communities with targeted focus on women empowerment through income generation and improved livelihoods.

During current year about 23,000 MT of Neem seeds have been collected through such network.

- 2 GNFC now desires to process these neem seeds for manufacturing of Neem oil and Neem cake.

Out of 23,000 MT Neem seed, about 3300 MT Neem seeds will be processed at GNFC's own expeller unit at Bharuch and balance quantity is required to be processed on job work basis through an experienced extraction unit. Expelled oiled cake at Bharuch will be further processed by the extraction unit for further oil recovery.

- 3 GNFC hereby invites proposals, through e-tendering process, from experienced oil millers to process above mentioned quantity of neem seed and Neem cake for manufacturing of Neem oil and Neem cake on job work basis during the period October 2017 to March 2018.



4 Pre-qualification Criteria

- a. Miller facility should be in Gujarat only
 - b. Extraction Capacity should be minimum 150 Mts/Day of Neem seed processing.
 - c. Should have experience of extraction of Neem seed for min period of two years for quantity above 5000 Mts per year
 - d. Should have adequate laboratory facility with qualified staff to do analysis of the product as required under product guarantees
 - e. Should have dedicated Neem oil tank, Storage space for De oiled Cake and Seed storage space
 - f. Should have adequate safety system to mitigate any fire incidence due to nature of Raw material and finished products
 - g. The entire extraction work to be completed in max 6 months period unless extended by GNFC in writing.
5. The successful bidder will have to sign the Agreement as per the draft of Agreement attached herewith as **Annexure-I**. The draft agreement contains all the terms and conditions to be complied by the bidder.
6. Bidder is required to submit complete tender document duly stamped and signed as an unconditional acceptance of the terms and conditions of the tender and upload online.
7. Deviation / Exceptions to be submitted clause wise separately.
8. **Bid is to be submitted online only.**
9. Interested millers having adequate experience and meeting the pre-qualification criteria may submit their proposal by 1500 hrs on or before 27th Sept 2017 in compliance with the terms and conditions of the bid document available on portal <https://www.nprocure.com>
10. Earnest Money Deposit

Each tender must be accompanied by Earnest Money in the form of Demand Draft of Rs 7 (seven) lakh (in favour of GNFC Payable at



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Bharuch). Scan copy of DD to be uploaded and original to be submitted to the undersigned.

If during the tender validity period, the tenderer withdraws his tender or the successful tenderer fails to accept the contract within 15 calendar days after receiving notice of the award of contract and fails to submit security deposit, the Earnest Money shall be forfeited and the tenderer may be disqualified from tendering for further works with GNFC.

After the awarding of contract has been finalized, the Earnest Money will be returned to the respective tenderers, with the exception of the successful tenderer.

The successful tenderer's earnest money may be retained as security after signing the contract and for making of the Security deposit.

No interest will be paid on any tender deposit/ Earnest Money Deposit.

11. Security Deposit Bank Guarantee

The successful tenderer shall have to pay Security Deposit Bank Guarantee of 10% of CONTRACT PRICE in prescribed form enclosed with the tender document as **Annexure-II** for faithful execution of the Contract. The validity of this BG shall be till completion of the Contract plus claim period of three months.

12. Retention Money for penalty

In order to recover the penalty towards not meeting guarantee for oil content in de-oil cake, 5% of each bill amount shall be retained which shall be paid along with final bill after adjusting the penalties, if any.

13. Indemnity Bond for Free Issue Material

GNFC will supply Neem seed for processing and product Neem Oil and Neem Cake will be stored as per the capacity. Successful tenderer will be required to submit Indemnity Bond in prescribed form enclosed with the tender document as **Annexure-III** for the amount equal to storage capacity



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of above three items multiplied by value of each item. The validity of this BG shall be till completion of the Contract plus claim period of three months.

14. Kindly refer the attached **Annexure IV** for applicability and requirement of new tax under GST regime. You are kindly requested to fulfil the requirement of the new GST regime as per the attached terms and conditions.
15. The conditional tender will not be accepted and will be rejected outright, unless, the nature of condition(s) put up by the bidder is acceptable to GNFC. Any suggestions / alterations from the tender, if suggested in specifications, must be mentioned in the main forwarding letter.
16. It must be clearly and distinctly understood that the conditions of contract and specifications shall be rigidly enforced and no relaxation on the grounds of customs prevailing shall be allowed.
17. The quoted rates shall be inclusive of all taxes, duties etc. and no claim in this context shall be entertained. There shall not be any extra payment made **due to** increase in any type of Government Taxes during **implementation** of contract. Any increase in taxes or introduction of new taxes beyond contractual period (where delay is attributable to the MILLER) shall be to the account of the MILLER.
18. It will be the responsibility of the bidder to arrange for necessary license and clearances from the statutory authority, if any and strictly observe all rules and regulations.
19. The tender for the work shall remain valid for a period of 90 days from the last date of receiving of the bid and the tenderer shall not be allowed to withdraw or modify the offer on his own during this period any modifications or additions in terms and conditions of his tender not acceptable to the GNFC.
20. The GNFC reserves the right to reject all the tenders of the lowest or any other tender which in the judgment of the GNFC and also does not appear to be in its best interest and the tenderers shall have no cause of action or claim against the GNFC or its officers, employees, successors for



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assignees for rejection of its tender. The GNFC does not bind himself to accept the lowest or any tender.

21. The tenderer shall carefully read the eligibility criteria, furnish the details and satisfy the same; otherwise the tender will be rejected without assigning any reason.
22. The tenderer is required to check the GNFC website for Addendum, if any, before 72 hours of tender submission/ due or cut-off date and time. This Tender addendum will form part of the Contract.
23. Last date of tender submission will be on 27/09/2017 up to 17.00 hours.

Yours Faithfully

For Gujarat Narmada Valley Fertilizers & Chemicals Ltd.

B M Tailor
General Manager

ANNEXURE-I

THIS AGREEMENT made on this ____ day of _____, 2017

by and between

M/s GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at P.O. Narmadanagar – 392015, District Bharuch, Gujarat, India (hereinafter referred to as GNFC which expression shall include its Successors and permitted assigns) of the FIRST PART.

AND

(Successful Bidder)

(here in after referred to as “MILLER”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

WHEREAS

1. GNFC is a company engaged in business of manufacturing and marketing of Fertilizers and Chemicals and has its manufacturing facilities located at Bharuch and Dahej in Gujarat.
2. MILLER is

3. MILLER has agreed to process Neem Seeds supplied by GNFC at MILLER's processing unit located at ***** on the terms and conditions as set-out herein below:

GNFC & MILLER are hereinafter jointly referred to as "Parties" and individually as "Party".

NOW THEREFORE IN CONSIDERATION OF THE AFOREMENTIONED PREMISES, THE PARTIES HERETO AGREE AS UNDER:

PART - I

SCOPE OF THE AGREEMENT

- 1.1 The parties have agreed that GNFC will from time to time, during the tenure of this Agreement, supply Neem seeds on non-exclusive basis for processing, MILLER shall unload, store, dry, screen and process the same to produce Neem oil and Neem cake and GNFC shall off take the finished products i.e. Neem Oil, Neem Cake (DOC) and unprocessed Neem Seeds as per the agreed terms and conditions.

PART – II

SCOPE OF WORK OF MILLER

- 2.1 MILLER shall ensure that Neem seeds supplied by GNFC to its Works/factories are weighed in a manner acceptable to GNFC at calibrated and certified (by weigh & measure department) weigh scale in the factory of MILLER. Record shall be submitted to GNFC vehicle wise along with weighment slip.
- 2.2 MILLER shall make adequate availability of space for safe storage of the Neem seeds supplied from time to time by GNFC.
- 2.3 MILLER shall make adequate arrangements for unloading the Neem seeds.
- 2.4 MILLER shall ensure that Neem Seeds supplied by GNFC are tested lot wise for refraction, oil content, moisture content etc. The sampling methodology of neem seeds for testing should be as per PART – VII of this agreement.

The reconciliation of analysis / test reports shall be completed bi-weekly and it will be closed by end of the next week.

- 2.5 Any rejection in material or short weight shall be intimated by MILLER to GNFC within TWO day of receipt of materials by MILLER at its factory.
- 2.6 MILLER shall arrange for separate stacking of lot received with stack card mentioning moisture content, quantity in weight and received from.
- 2.7 The Representatives of GNFC shall witness, if desired by GNFC, the weighment, raw material testing and finished product testing, processing of Neem seed and approve the same in the presence of MILLER representative.
- 2.8 During handling/rotation of Neem seed, if any spillage occurs for any reason, MILLER shall arrange for re-bagging or shall manage to dry/cure Neem seed in heap.
- 2.9 As Neem seeds will receive with higher moisture content and be likely to put for drying/curing/maturing at the premises of MILLER. In order to have proper drying/curing, MILLER shall make necessary arrangements for periodic rotation of neem seeds bags or heap. . MILLER shall not be responsible for weight loss in Neem seed due to moisture, volatile and invisible loss during drying and inert loss during Neem seed cleaning.
- 2.10 MILLER shall provide preliminary screening of Neem seeds to minimize carryover inert and problem/breakage in cleaning equipment, if required. MILLER shall make De-stoner, screens and pre-aspiration efficiently operable by doing suitable modifications for Neem seed.
- 2.11 MILLER shall process the seeds and make adequate arrangements for the storage and packing of cake or Neem cake (DOC) and storage of Neem oil generated in the premises of MILLER as per the plans mutually agreed.
- 2.12 MILLER shall ensure that the Neem cake (DOC) and Neem seeds are stored separately so as to distinguish them from other items stored.
- 2.13 A daily record of Neem seed process and products generated shall be maintained for quantity and quality and submitted to GNFC.

- 2.14 MILLER shall test the Neem Oil and the Neem cake (DOC) generated during the crushing process. The sampling methodology of Neem seeds for testing should be as per PART – VII of this agreement.
- 2.15 MILLER shall ensure standard operating systems in the activity of processing and should ensure best yield of oil and ensure to extract maximum oil recovery in the processing. MILLER shall also ensure the availability of all the machinery used for processing of Neem seed for operation.
- 2.16 Crushing of Neem seeds by direct solvent extraction process:- The solvent extraction of oil seeds will takes place by the extraction method of solvent extraction by using Hexane. This process will be adopted on Neem seeds by using seed cleaner, cracker, cooker, flacker, expander and then taking into extraction plant for extraction of oil followed by de-solventization of residual cake and filtration of Neem oil.

Azadirachtin has tendency to decompose at higher temperature than 60 deg C. Efforts will be made by MILLER to maintain process temperature as low as possible to retain maximum Azadirachtin content. For Neem coated Urea, minimum Azadirachtin content is 150 ppm is required in Neem oil. If required, MILLER will facilitate mixing of Neem oil supplied by GNFC to maintain Azadirachtin content without any extra cost to GNFC.

- 2.17 MILLER shall make adequate arrangements for bagging, storage and loading of Neem cake (DOC) into the trucks. MILLER shall ensure that the entire Neem cake (DOC) is bagged as soon as it is generated so that there will be no delay in dispatch of the Neem cake (DOC) from the premises of MILLER. If storage of Neem cake (DOC) is required, it is to be stored in such a way that proper ventilation is available to avoid heating of Neem cake (DOC).
- 2.18 MILLER shall make an arrangement to mix Neem seed dust/inert separated in process of Neem seed cleaning into Neem cake (DOC) from product safety hazard point of view and other nutrient supplied by GNFC in to Neem cake(DOC), if desired by GNFC. Daily record for such mixing of Neem seed dust/inert shall be maintained by MILLER.
- 2.19 For bagging of Neem cake (DOC), MILLER shall use the bags supplied by GNFC. Stitching material required for bagging of Neem cake shall be arranged by MILLER. MILLER shall maintain separate accounting of bags and same will be provided to GNFC on weekly basis.

- 2.20 Empty bags of Neem seed is property of GNFC. MILLER shall segregate and make bundles of empty Neem seed bags based on quality of bags. MILLER shall also arrange for loading of such bundles into vehicle placed for dispatch.
- 2.21 MILLER shall make arrangement for loading of Neem Oil in Tankers/Containers with provision of seal, transportation of Neem oil to GNFC Bharuch and loading of DOC filled bags into vehicle. Mean value of two different weigh bridge of MILLER shall be considered for dispatched quantity of Neem oil.
- 2.22 MILLER shall submit daily report for receipt of Neem seed and dispatch of material on following day as per format required by GNFC.
- 2.23 MILLER will maintain accounting of Neem Oil and Neem Cake delivered to GNFC and same will be provided to GNFC on fortnightly basis or upon request on prior notice.

PART – III

GUARANTEES & PENALTIES

- 3.1 MILLER shall guarantee for oil content in Neem cake (DOC), which shall not exceed 2.25% on weight basis considering weighted average for the total processing period. For this purpose, a sample will be collected from de-solventization toaster outlet before mixing of other material.

If oil content in Neem cake (DOC) found more than 2.25% on weight basis, MILLER shall liable to pay penalty. Penalty amount for the particular day will be calculated as follows.

X – Average Weight percent of Neem oil in Neem cake (DOC) for day

Y – Neem cake (DOC) production for day (Kgs.)

Z – Price of Neem oil Rs. 95 /Kg

Penalty amount (Rs./Day) = $(X - 2.25\%) * Y * Z$

There may be instance when we get negative figure for penalty calculation. Such negative figure shall be considered only for set off against positive figure of penalty of other days. In case, cumulative amount of penalty is negative at the end of the processing period, no payment shall be made by GNFC on this account.

- 3.2 During subsistence of this agreement GNFC shall provide a minimum quantity of 10,000 MT of Neem Seed on dry basis (ready to process) for the

processing for the period between 01-Oct-2017 and 31-Mar- 2018. However, total quantity of Neem seed and Neem cake required to be processed at MILLER's facility for the period between 01-Oct-2017 and 31-Mar- 2018 shall be around 23,000 MT on wet basis.

PART – IV

PAYMENTS & ACCOUNTING

- 4.1 In consideration for processing of the Neem seeds as described above including but not limited to unloading, cleaning, crushing, filtering, storage/drying/curing of the said Neem seeds and Neem cake (DOC)s and all other obligations undertaken by MILLER during the tenure of this Agreement, GNFC will pay to MILLER as follows:

Sr No. (Col-1)	Particulars (Col 2)	Processing Charges towards Manufacturing Activity Col 3)
1	Processing of Neem cake (solvent extraction)	Rs. ****/- PMT+ other applicable taxes
2	Processing of Neem seeds (direct solvent extraction)	Rs. ****/- PMT+ other applicable taxes
3	Handling charges on unprocessed weight against receipt material	Rs. ****/- PMT+ other applicable taxes
4	Shifting charges for Neem DOC from DOC Godown to other Godown of MILLER at other location in case of GNFC require additional storage of Neem DOC beyond the quantity specified at clause 5.1	Rs. **** /- PMT+ other applicable taxes
5	Unloading and mixing charges of other nutrient in neem DOC, weighing, bagging, stitching, stacking, destacking and loading into trucks.	Rs. ****/- PMT+ other applicable taxes
6	Unloading, internal shifting, handling, drying, transportation from GNFC's storage locations around Central Gujarat to MILLERS premises.	Rs. ****/- PMT+ other applicable taxes
7	Neem DOC dispatch dala charges	Rs. **** /-PMT+other applicable taxes
8	Transportation of Neem oil to GNFC Bharuch	Rs. **** /- PMT + other applicable taxes.

Calculation of charges for manufacturing activity and handling

1. Weight of Neem oil produced = (A)
2. Weight of Neem DOC produced (quantity of Neem DOC measured at bagging end minus weight of other nutrient added) = (B)
3. Weight of processing material = (C) = $\{(A) + (B)\} + 4.0\%$ of $\{(A) + (B)\}$
(After drying and before issuing to plant for processing)
4. Weight of Neem seed received at MILLER = (D)
5. Weight of unprocessed seed against receipt material = (E) = (D) – (C)

Formula for manufacturing charges (C) = sum of $\{(A) + (B)\} + 4.0\%$ of $\{(A) + (B)\}$

Formula for handling charges = (D)-(C)

The processing charges as mentioned in above are in respect of charges towards manufacturing of Neem oil & oil cake/Neem cake (DOC)s from Neem seed by use of infrastructure & manufacturing facility of MILLER.

While the handling charges as mentioned above at Sr. no- 3 is inclusive of Transportation, internal shifting, Loading, Unloading, Storing, drying-curing by rotation, handling and all other incidental services rendered.

The rates are inclusive of taxes and duties.

- 4.2 The parties agree that the reconciliation of Neem Seeds, Neem cake (DOC), and Neem Oil (hereinafter collectively referred to as the "SAID MATERIALS") shall be undertaken once in a week.
- 4.3 MILLER shall raise Bills for the processing charges once in a fortnight (ON the 1st & 16th of every month) along with all supporting documents.
- 4.4 The payment will be made by GNFC to MILLER by the 7th day of the receipt of Bill complete in all respects accompanied by necessary statement for the SAID MATERIALS.
- 4.5 Payment shall be made by NEFT or cheque payable at par in Bank designated by MILLER.
- 4.6 For the purpose of accounting of the "SAID MATERIALS", MILLER shall maintain the weigh bridge slips for the "SAID MATERIALS" and submit to GNFC along with payment documents.

PART V

OBLIGATIONS OF MILLER

- 5.1 MILLER shall ensure adequate availability of space for all items during the tenure of the Agreement so as to store at any given point of time Neem seeds, Neem DOC & Neem oil in the following quantities in MT:

Material	Storage space	Free period
Neem Seeds	**** MT	Upto 30 days from the end of processing
Neem DOC	**** MT	Upto 30 days from the end of processing
Raw Neem Oil	**** MT	Upto 30 days from the end of processing

Total storage space for Seed/DOC/Neem oil to be made available to GNFC will be as above and no rent is applicable up to 30days from the end of processing of Neem seed.

On exhaustion of above mentioned free period, If space available for Neem Seed/Nem cake (DOC)/Neem Oil storage is required by GNFC, then it can be provided on chargeable basis subject to MILLER willing to offer such space to GNFC.

The storage charges after free period mentioned above are as below:

Sr No.	Product for Storage	Charges
1	Neem Seed	Rs. **** per MT per month
2	Neem cake (DOC)	Rs. **** per MT per month
3	Neem Oil	Rs. *** per MT per Month

MILLER shall raise bills for this storage charges only after free period on monthly basis along with supporting documents. The payment will be made by GNFC to MILLER within 15 days of the receipt of Bill complete in all respects.

- 5.2 MILLER shall maintain a separate stock records of all materials received from GNFC, Neem oil and Neem cake (DOC) in a form approved by GNFC.

- 5.3 MILLER shall ensure safe custody of all material supplied to or delivered or kept with MILLER from time to time including but not limited to Neem seeds, Raw Neem Oil, Neem cake (DOC), empty bags as well as any other material supplied to MILLER and lying at any of the MILLER Works/factory during the tenure of this Agreement.
- 5.4 In the event of any fire, burglary, MILLER shall immediately inform GNFC and ensure that proper FIR is filed with the nearest Police Station and suitable investigations initiated. In such event, MILLER shall furnish all truth and findings or any other cooperation which may be required by GNFC to lodge/settle insurance claim.
- 5.5 MILLER shall provide a statement showing details of production and material reconciliation to GNFC on daily basis.
- 5.6 MILLER shall provide laboratory analysis report for Neem seed received, Neem oil and Neem cake produced to GNFC on daily basis.
- 5.7 MILLER recognizes the right of GNFC to inspect the operations during the validity of this contract, through its authorized representatives, after giving prior notice of such inspection of the Operations. MILLER shall extend complete co-operation to enable GNFC's representatives for efficiently discharging their duties.
- 5.8 MILLER shall provide office space in its premise where processing of Neem seed is being carried out for representatives of GNFC.

PART - VI
OBLIGATIONS OF GNFC

- 6.1 GNFC will supply Neem seeds to the Works/factory MILLER as per mutually agreed crushing program.
- 6.2 GNFC shall ensure MILLER to dispatch Neem oil and Neem cake (DOC)s as soon as possible immediately after the productions so as to maintain each run of should be of minimum 15 working days or 3000 M.T of Neem seed.
- 6.3 GNFC will provide adequate instructions for dispatch of Neem oil and Neem cake (DOC) giving sufficient Notice to MILLER.

- 6.4 GNFC shall take the delivery of Neem Oil at the factory of MILLER in such quantities as it may require from time to time.
- 6.5 GNFC shall supply bags for bagging of Neem cake (DOC). Before put for processing, GNFC shall indemnify MILLER for any shortfall of Neem seed.
- 6.6 GNFC will take the delivery of Neem cake (DOC) properly bagged in bags provided by GNFC at the factory of MILLER.
- 6.7 GNFC shall ensure day to day dispatch of Neem cake (DOC) and Neem oil from the premises of MILLER so as to maintain minimum stocks of finished goods at MILLER and to ensure continues running of plant without any hindrance and to better utilize storage space.
- 6.8 GNFC will ensure arrangement of sufficient Insurance cover for risks including accidental fire, flooding, burglary and theft for material supplied to MILLER from time to time.

PART – VII

QUALITY SPECIFICATIONS & STANDARDS

7.1 SAMPLING METHODOLOGY

A. FOR SEEDS the Sampling Methodology to be followed during the tenure of this Agreement shall be as under:

- i) The samples will be taken out of every truck from different bags to have representative sample at the Works of MILLER and a lot number will be allotted to samples in the format prescribed by GNFC.
- ii) Out of sample collected, 2 numbers of samples (approx. 200 gms each) will be distributed to MILLER and GNFC.
- iii) These samples shall be analysed for moisture, inert and oil content by MILLER and GNFC jointly or independently as required

B. FOR NEEM CAKE (DOC) the Sampling Methodology to be followed during the tenure of this Agreement shall be as under:

- i) The samples will be taken out of every two hour during processing at the Works of MILLER. Each sample shall be of approximately 150 gms.

- ii) These samples shall be analysed for moisture and oil content by MILLER and GNFC jointly or independently as required.
- iii) Also, sample from de-solventization toaster outlet before mixing of other material will be taken with above methodology and shall be analysed for oil and inert content by MILLER and GNFC jointly or independently as required.

C. FOR OIL the Sampling Methodology to be followed during the tenure of this Agreement shall be as under:

- i) The samples will be taken out of every two hour during processing at the Works of MILLER. Each sample shall be of approximately 50 gms.
- ii) Collected samples are to be mixed to make composite sample of 24 hours. Composite sample shall be divided in to two parts, out of which one each will be used by MILLER and GNFC.
- iii) These samples shall be analysed for moisture and insoluble matter, acid value and other parameter by MILLER and GNFC jointly or independently as required.

7.2 In Case of any difference in quality report of MILLER and GNFC, it will be finalized by a joint analysis at mutually agreed laboratory.

PART - VIII

DURATION

- 8.1 This Agreement is valid for the period between **** and *****. During the tenure of this Agreement either party shall have the right to terminate, without any liability and without assigning any reason, by giving not less than one month notice to the other.
- 8.2 GNFC/MILLER shall have the option to renew this Agreement for further period and on such terms and conditions as may be mutually agreed by parties.
- 8.3 MILLER shall ensure that processing activity shall be completed before 31-03-2018 and GNFC will take off the residual material and vacate the premises of MILLER before 30-04-2018 so as MILLER shall get adequate time to make necessary cleaning activity of processing house for

changeover to other processing. However, the tenure/ processing period/ take off period may be extended by mutual agreement of the parties.

PART - IX TERMINATION

- 9.1 In the event of sale or conveyance of title, in any respect whatsoever, of the factory, or of the business of MILLER or MILLER ceasing to manufacture at its aforesaid factory, or of any change taking place in the composition or ownership of MILLER or of any amalgamation or other combination implying a substantial modification in the structure or in the control of MILLER, GNFC shall have the right to terminate this Contract immediately by written notice. MILLER undertakes to inform GNFC if any of such events should occur, by written notice within forty-eight hours of the occurrence of such event. In such case consequential damage is limited up to the cost of transportation of material and the same shall be on MILLER's account.
- 9.2 In the event of termination of this Agreement by either party or the Agreement coming to an end on the expiry of the tenure, any balance material at MILLER shall be handed over to GNFC within 10 days.

PART - X SECRECY & CONFIDENTIALITY

- 10.1 During the tenure of this Agreement, as well as thereafter, both parties shall keep secret and shall impose upon its employees the obligation to keep secret all confidential information exchanged by either party or that could have been learned as a result of the application of this contract; and shall not reveal the same to any person (except to its employees so far as may be necessary for the manufacture of the said products) nor shall MILLER/GNFC use any confidential information for any purpose other than the manufacture/processing of the said products for GNFC as contemplated herein.
- 10.2 During the tenure of this Agreement, as well as thereafter either parties would give their assistance and co-operation, whenever it may be necessary in any lawsuit which may start before either Criminal or Civil Court against employees of either parties or any others that violate their

obligation to keep secret confidential information they have acquired as a result of this agreement.

- 10.3 During the tenure of this Agreement, as well as thereafter MILLER agrees not to make use for its publicity or propaganda, the fact that it manufactures/processes or has processed at any time the Neem Seeds, Neem Oil for GNFC.
- 10.4 During the continuance of this Agreement, MILLER will keep in absolute confidence all information relating to the procedure and practices relevant for the activities contemplated by this Agreement, including information on rates, quantities, and quality specifications etc, which come within its knowledge and shall not divulge any such information to any third party (ies).

PART - XI RELATIONSHIP

- 11.1 Nothing in this Agreement shall constitute or be deemed to constitute MILLER as the Agent of GNFC, it being agreed and understood that this Agreement is on a Principal-to-Principal basis and the parties shall deal with one another as independent contractors at arms length and has no commercial consideration other than what is contemplated herein.

PART - XII ARBITRATION

- 12.1 During the continuance of this Agreement and thereafter, any dispute or difference arising out of or incidental to or in relation to this Agreement shall be referred to Arbitration by a sole arbitrator, appointed by the mutual agreement of the parties. The Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of Arbitration will be Ahmedabad and language shall be English.

PART - XIII MISCELLANEOUS

- 13.1 Parties to the Agreement are competent, have full corporate authority and obtained necessary approvals from such authorities as may be required, to enter into this agreement and perform obligations under these presents.

- 13.2 Neither party to this Agreement shall be entitled to assign any of their rights or obligations under this agreement without prior written consent of the other.
- 13.3 Any amendment or alteration or revocation of any of the terms of the Agreement shall not be valid unless made clear in writing, signed by both the parties.
- 13.4 Either party shall be free from all responsibility for any non-performance or delays in performance either wholly or in part if such non-performance or delays in performance either wholly or in part if such non-performance or delay in performance is occasioned by force majeure events including but not limited to riots, civil commotion, war, act of God, act of Government or any other cause beyond its reasonable control.
- 13.5 In any such event, the party affected shall immediately notify the other in writing of the occurrence of any such circumstance with all pertinent facts relating thereto. On receipt of such information from the party concerned and such verification as the other party may deem necessary, the stipulated period for fulfillment of this agreement may be extended by a mutually agreed period.
- 13.6 The failure of either party at any time to require performance by the other party of any of these terms, provisions or conditions of this agreement shall in no way affect its right thereafter to enforce the same, nor shall the waiver by either party of any breach of any terms, provision, or condition hereof.
- 13.7 All notices under this Agreement shall be in writing and shall be served by sending the same by Registered Post Acknowledgement Due addressed to the party for whom it is meant at its registered office.
- 13.8 This Agreement will be governed in accordance with the Indian laws and the Courts exercising jurisdiction will be Courts of Ahmedabad.
- 13.9 This Agreement represents the entire agreement between the parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or in writing, between the parties hereto on the subject matter hereof.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS ON THE DAY & DATE FIRST ABOVE MENTIONED.

FOR GNFC LIMITED

FOR M/S (Name of Successful Bidder)

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Witness:

1. _____
_____.

Name:

2. _____
_____.

Name:

3. _____
_____.

Name:

Annexure-I

TABLE-I

Day Wise Record of Neem Seeds Supplied to MILLER								
Sr. No	Date	Time	Supplier	Vehicle No.	Lot No.	Net Weight of Neem Seeds (Ton)	Moisture content	Inert content
1								
		TOTAL						
2								
		TOTAL						

Annexure-I

TABLE-II

Shift Wise Record Of Neem Seeds Processed and Production of Neem Oil and Cake						
Sr. No	Date	Shift	Weight of Neem Seeds Processed (Tone)	Moisture content in Neem seed to be processed	Neem Oil Production (Tone)	Neem Cake Production (Tone)
1		1				
		2				
		3				
		TOTAL				
2		1				
		2				
		3				
		TOTAL				

Annexure-I

TABLE-III

Day Wise Record of dispatch Neem Oil and Neem Cake					
Sr. No	Date	Neem Oil Dispatched (Tone)	Vehicle No.	Neem Cake Dispatched (Tone)	Vehicle No.
1					
2					
3					
4					
5					
6					

INDICATIVE SPECIFICATION OF FINAL PRODUCTS

1. Neem oil

Sr. No.	Properties	Specification
1	Appearance	Brown coloured viscous liquid
2	Moisture	1.0% Max.
3	Acid value	Max.20
4	Viscosity 40 Degree C	Max. 120 CST
5	Azadirachtin Contents	Min 75 ppm
6	Density	0.9100 to 0.9500
7	Insoluble matters (Sediments)	0.1% Max
8	Specific gravity at 30° C	0.85 to 0.95
9	Saponification value	160-205
10	Flash point	Above 120 deg C

2. Neem Cake (DOC)

Sr. No.	Properties	Specification
1	Neem Oil	2.25% Max (Guaranteed)
2	Moisture	10% Max
3	Solvent - Hexane	<100 ppm (w/w)

SECURITY BOND
IN LIEU OF SECURITY DEPOSIT
(to be executed on a Non-Judicial Stamp Paper of Rs.100/-)

THIS SECURITY BOND made this _____ day of _____,20_____.

BY

_____ a Banking Company, incorporated
under _____ and having its Head Office /
Registered Office at _____
_____ and a Branch Office at
_____ (hereinafter referred to as the "Surety")

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS AND CHEMICALS LIMITED, a Public
Company incorporated in the State of Gujarat under the Companies Act,1956 (Act I
of 1956) and having its Registered Office at P.O. Narmadanagar-392 015, Dist.
Bharuch (hereinafter referred to as the "GNFC/Owner")

WHEREAS

(1) @ GNFC has issued a Work Order No. _____ dated _____ on M/s. _____ a _____ Company incorporated in the State of _____ under the Companies Act, 1956 (Act _____ of 1956) having its Registered Office at _____ (hereinafter referred to as the "Contractor" which expression shall include its successors and permitted assigns where the context so admits) for the work and jobs described in the said Work Order.

OR

@ GNFC has issued a Work Order No. _____ dated _____ on Shri _____ (Name & Address of the Proprietor) carrying on business as Contractor in the name and style of _____ (hereinafter referred to as the "Contractor" which expression shall include his heirs, executors, administrators and assigns where the context so admits) for the work and jobs described in the said Work Order.

OR

@ GNFC has issued a Work Order No. _____ dated _____ on S/Shri _____ (Names of all Partners and their addresses) all jointly carrying on business as Contractor in partnership in the name and style of M/s. _____, a partnership firm having its principal place of business at _____ (hereinafter referred to as the "Contractor" which expression shall include all the partners for the time being and from time to time survivors of such partners, or their heirs, executors, administrators and assigns where the context so admits) for the work and jobs described in the said Work Order.

@ strike-out which is not applicable.

- (2) The said Work Order has been accepted by the Contractor by putting his/its endorsement at the bottom of the said Work Order on _____ day of ____200__. The said Work Order duly accepted by the Contractor is hereinafter referred to as "Contract" and the work and jobs described therein are hereinafter referred to as "Let Work".
- (3) Under the provisions of the Contract, the Contractor is required to furnish at its cost to the Owner a security bond in the form of a Bank Guarantee, in the amount of Rs. _____ (Say Rupees _____ only), being the amount of Security Deposit to cover the Contractor's obligations and liabilities as to the performance, workmanship, defects and deficiencies of and in the Let Work, valid till the end of _____ months after the date of satisfactory completion and acceptance of the entire Let Work in all respects.
- (4) The Surety has at the request of the Contractor agreed to issue this Security Bond as the irrevocable letter of Bank Guarantee in terms of the said Clause _____ of the Contract on behalf of the Contractor, and the Owner has agreed to accept the same.

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENTS that the Surety is hereby held and firmly bound into the Owner in the sum of Rs. _____ (Say Rupees _____ only) to be paid to the Owner at its Registered Office on first demand without any demur, dispute or objection, for the payment of which sum well and truly to be made, the Surety hereby unconditionally and irrevocably binds itself, its successors, administrators, assigns and transferees, firmly by these presents.

IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to the Owner as aforesaid at the Registered Office of the Owner, without any demur, dispute or objection, forthwith on receipt of a written request from the Owner notifying any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing fulfilling keeping or carrying out any, each and every obligations and liabilities as agreed to between the Contractor and the Owner under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or any loss or damage caused to or suffered by the Owner by reason of any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing fulfilling, keeping or carrying out any, each and every of the obligations and liabilities under and on the terms and conditions of the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work. Such notification of any breach, failure or default on the part of the Contractor or as to the loss or damage caused to or suffered by the Owner will be binding and conclusive upon the Surety and will not be called in question for whatsoever reason by the Surety and/or the Contractor.

NOW THE CONDITION OF THIS OBLIGATION IS THAT if the contractor shall faithfully provide, do, perform, execute, fulfil, keep and carry out each and every of its obligations and liabilities under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work in time and manner provided therein and to the satisfaction of the Owner and the Owner shall certify that the claims or dues, if any, under or by virtue of the Contract in regard, to performance, workmanship, defects and deficiencies of and in the Let Work, are all fully paid, satisfied and discharged and/or the obligations, liabilities, terms and

conditions under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, have been fully and properly provided, done performed, executed, fulfilled, kept and carried out by the Contractor, and accordingly discharges this guarantee, then this obligation shall be null and void, otherwise the same shall remain in full force and effect.

The Owner shall be at full liberty without reference to the Surety and without affecting the guarantee given hereunder to postpone for any time or from time to time the exercise of any of the powers and rights conferred on the Owner under the Contract, or to enforce or to forbear from enforcing any such powers and rights and the liability of the Surety hereunder shall not in any way be impaired or discharged by reason of any time being granted to the Contractor by the Owner for the provision, doing, performance execution, fulfilment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities under the Contract in regard to performance, workmanship, defects and deficiencies of and in the Let Work, or by reason of any forbearance, act or omission on the part of the Owner, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for the Owner to sue the Contractor before suing the Surety for the recovery of the amount hereunder.

The right of the Owner to recover the amount of the Security Bond from the Surety in the manner aforesaid shall not be affected by reason of the fact that any disputes have been raised by the Contractor with regard to its obligations, liabilities or otherwise under the Contract.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of the Contractor, and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to the Owner hereunder.

This is a continuing guarantee and the liability of the Surety hereunder is limited to Rs. _____ (Say Rupees _____ only).

This bond shall remain in full force and effect till and including the _____, 20____. Unless a claim or demand under this bond is filed with the Surety within six months from the date of expiry of this bond, all rights of the Owner under this bond shall be forfeited, and the Surety shall be relieved and discharged from all liabilities hereunder.

It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of the Owner.

Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Surety.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to: Rs. _____ (Say Rupees _____ only) Our Guarantee shall remain in force till _____.

Unless a claim under the Guarantee is made on us in writing within six months from the date i.e. on or before _____ all the rights of the beneficiary under the Guarantee shall be forfeited and the Surety will be relieved and discharged from all liabilities there under.

IN WITNESS WHEREOF the Surety hereto acting through its properly constituted representative, thereunto duly authorised, has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by the SURETY WITHIN NAMED

For and on behalf of

SURETY



ANNEXURE-III

DRAFT INDEMNITY BOND

(To be executed on a Non-Judicial Stamp Paper of Rs.100/-)

THIS DEED OF INDEMNITY made this day of ,201____.

BY

M/s. _____ a Public Company incorporated under the Companies Act,1956 (Act I of 1956), and having its Registered Office at _____ (hereinafter referred to as the "Contractor" which expression shall include its successors and assigns where the context so admits);

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED, a Public Limited Company incorporated under the Companies Act,1956 (Act I of 1956), having its Registered Office at P.O. Narmadanagar-392 015, Dist. Bharuch, Gujarat (hereinafter referred to as the "Company" which expression shall include its successors and assigns where the context so admits).

WHEREAS

1. The Company has placed a Purchase Order/issued Letter of Intent/Work Order for the purchase/manufacture/repair of equipment for its _____ Plant at its Fertilizer Project near Bharuch, Gujarat State on the terms and conditions set out in the said Purchase Order/Letter of Intent/Work Order No._____ dated _____ and various documents forming part of the said Purchase Order/Work Order and the Contractor has accepted the said Purchase Order/Work Order by putting its endorsement below it to that effect/under its letter No._____ dated _____. The said Purchase/Work Order duly accepted by the Contractor is hereinafter referred to as the "Contract".
2. Under the terms of the Contract, the Company has agreed to issue to the Contractor certain materials specified in the Contract for the purpose of execution of the Contract and the Contractor is required to receive the said material, keep at its factory at _____ in the trust for the Company and use it only for the purpose(s) mentioned in the Contract and ensure its safety and security while the said material is lying at its factory. The said material is hereinafter referred to as "Free Issue Material."

3. It is provided under the Contract that while the Free Issue Material is under the custody and charge of the Contractor, the Contractor shall keep the custody of and store the said Free Issue Material properly and protect it against theft, pilferage, damage, deterioration etc. and shall carry out the work in terms of the Contract at its entire risk, cost and consequences and shall indemnify, keep indemnified and save harmless the Company against all losses or damage, deterioration caused to or suffered by the Company in respect of the Free Issue Material supplied to the Contractor by the Company and for the purpose, the Contractor is required to furnish an Indemnity Bond in the form and manner acceptable to the Company.
4. The Contractor has agreed to furnish such an Indemnity Bond to the Company being these presents which the Company has agreed to accept.

NOW THEREFORE THIS DEED OF INDEMNITY WITNESSETH as follows :

1. The Contractor shall receive Free Issue Material at its factory at _____ for the supply/manufacture/ fabrication/ repair of equipment as provided in the Contract and shall hold the same in safe custody and charge for and on behalf of, to the order of and in trust for the Company, get it insured, and protected against all risks, losses or damages by theft, pilferage, misappropriation, destruction, adulteration, deterioration, decomposition, misuse, mishandling, fire, flood, storm, earthquake, tempest, lightening, explosion, storage, chemical or physical action or reaction, blending, warping exposure, rusting, faulty workmanship, faulty fabrication or faulty method or technique of fabrication, strike, riot, civil commotion, wind, rain, moisture, accident, negligence, or by any act or omission, or by any other cause natural, human or otherwise whatsoever within or beyond the control of the Contractor, from the time the Contractor, receive Free Issue Material from the Company till the time the Contractor delivers to the Company manufactured/fabricated/repaired equipment and/or surplus materials after providing, doing, keeping, carrying out and executing all its obligations under the Contract. The Contractor shall be responsible even if loss, damage etc. is due to it or its employee/agents, etc.

The Contractor shall not mix the Free Issue Material at its premises and shall keep the same separate and easily identifiable from any of its other materials and goods. The Contractor shall deal with and utilize the Free Issue Material only for the purposes mentioned in the Contract and for no other purposes whatsoever. The Contractor shall return to the Company unutilized, surplus or balance of the Free Issue Material immediately after the purpose mentioned in the Contract is accomplished. The Contractor shall not transfer, part with or dispose off Free Issue Material by sale, gift, supply, delivery or otherwise howsoever to any other person/s, except as laid down in the Contract. The Contractor shall not mortgage, pledge or hypothecate the Free Issue Material with any other person or create any charge, security or lien against the Free Issue Material in favour of any

other person. The Free Issue Material shall be open to inspection by the Company or by any of the person authorized by the Company.

2. In the event that any loss or damage is caused to or suffered by the Company in respect of the Free Issue Material as aforesaid for any reason howsoever, the Contractor shall indemnify, keep indemnified and save harmless the Company against all losses or damages caused to or suffered by the Company, in respect of the Free Issue Material supplied by the Company to the Contractor, against the value of Rs._____ (Rupees _____ only) and against all costs, charges, fees, expenses, claims, demands and interest whatsoever which the Company has to bear, pay, incur or suffer by reason of all or any of the aforesaid events, happenings or failure or in connection with the Company having to take out or institute any action or proceedings in respect of any of the aforesaid matters. The amounts of such losses, damages, market value, cost of procurements, costs, charges, fees, expenses, claims, demands, and interest shall be determined by the Company and shall be binding on, and shall not be open to any question by the Contractor. The Company shall be entitled to recover from the Contractor the amount of Rs._____ (Rupees _____ only) together with interest, costs, charges, expenses, fees or losses by adjustments against the amounts which may be due or payable to the Contractor by the Company under the Contract or under any other agreement, purchase order, work order, or otherwise howsoever, without reference to the Contractor and without prejudice to other rights or remedies which may be available or open to the Company.
3. The Liability of the Contractor shall not in any way be impaired or discharged by reason of any time being granted to the Contractor by the Company for the provision, doing, performance, execution, fulfillment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities under the Contract in regard to performance, workmanship, defects, deficiencies of the work to be carried out by the Contractor or by reason of any forbearance, act or omission on the part of the Company.

IN WITNESS WHEREOF, the Contractor herein acting through its properly constituted representative thereunto duly authorized, has caused this Deed to be signed and executed in its name and on its behalf and delivered at the Registered Office of the Company on the day, month and year above written.

In the presence of

For and on behalf of
M/s.

Witnesses :

1.

AUTHORISED SIGNATORY

2.

Annexure-IV

In the GST regime the below mentioned terms and Conditions shall be applicable:

Current taxes being reflected in the terms and conditions like Central Excise/ Service Tax /VAT/ CST, Entry tax, LBT, Octroi, etc. (other taxes to be subsumed in GST) to be replaced with SGST, UTGST, CGST, IGST, GST Compensation Cess as applicable.

Payment Terms:

Supplier to confirm that the GST amount charged 'in invoice is declared in its GSTR-1 and GSTR-3 and payment of taxes has been made

Tax Indemnity Clause:

Declaration / Self Certificate stating that Taxes which have been collected / withheld on behalf of GNFC have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if GNFC is not able to avail any tax credit due to any short coming on the part of the vendor (which otherwise should have been available to GNFC in the normal course), then the vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the vendor will make 'good' the loss suffered by GNFC due to the tax credit it lost in that transaction. Any shortcoming shall be communicated by GNFC to vendor and the vendor shall take prompt action to rectify the same. GNFC reserves right to recover from outstanding balance of party.

Timely provision of invoices / DN / CN:

Vendor to immediately provide invoice / Debit Note / Credit Note to enable GNFC to claim tax benefit on or before stipulated time period. AU necessary adjustment entries (Credit Note, Purchase Returns, and Debit Notes) shall be made within 30 days.

HSN / SAC

HSN / SAC for goods & services respectively shall be specifically included in the invoices.

In case of receipt of advance, the vendor undertakes to raise the necessary statutory document. Further the vendor declares to raise the prescribed documentation governing the movement of goods.

Discounts

Any known discount should form part of terms of the agreement and invoice to enable Supplier / GNFC to claim tax adjustment.

Manner of issue of Invoices

- a) Mandatory three copies of the invoices need to be issued by suppliers in case of supply of goods (i.e. 'Original' for recipient, 'Duplicate' for transporter and 'Triplicate' for supplier) and wherever the law requires, an Electronic Reference Number for each invoice. 2 copies of invoice need to be issued by supplier in case of supply of services (i.e, 'Original' for recipient and 'Duplicate' for supplier). Further, the invoices for supplies shall clearly bear the GSTIN No / UID No along with purchase order / work order No and date.
- b) Supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any miss-declaration.
- c) Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
- d) The invoice should clearly specify any abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.
- e) Tax invoice is to be issued by the supplier/vendor as per sec. 31 (read with rule 7) of invoice rules.

Other Points-

- a) Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Supplier's account
- b) The PO / WO shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- c) The Vendor / Sub contractor shall communicate to GNFC with regard to any change in the registration, issue of blacklisting or any non-compliance irrespective of the fact that whether such events are attributable to the vendors or not

d) Any local levies and or other charges levied by any Central / state / local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.

Clause of Anti-profiteering

Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you. Similarly, the benefits enjoyed by your vendors and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon.

The responsibility to pass on the above benefits vests with you, as our 'responsible vendors' and we reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to us.