HANDLING & TRANSPORTATION CONTRACT
OF
FERTILIZERS
TENDER DOCUMENT
( FOR CHANDIGARH RAKE POINT FOR SUPPLY OF FERTILIZERS TO HIMACHAL PRADESH)

Last date of submission of Tender - 12.07.2017 up to 2.30 p.m. at Zonal Office, Chandigarh

Date of Opening of Tender - 12.07.2017 at 3.00 p.m. at Zonal Office, Chandigarh

NATIONAL FERTILIZERS LIMITED
( A Government of India Undertaking )

ZONAL OFFICE : CHANDIGARH

From

M/s. ________________________________

________________________________________________________________________

________________________________________________________________________

Price: ₹ 250/-
NATIONAL FERTILIZERS LIMITED

INSTRUCTIONS TO THE TENDERER

National Fertilizers Limited is the second largest producer and marketer of nitrogenous fertilizers in the country. The five-urea production units of the company are located one each at Nangal and Bathinda in Punjab, Panipat in Haryana and two at Vijaipur in Madhya Pradesh. To make the urea available to the farmers through a network of dealers, Co-operatives, Agro industries Corporation etc., Urea is dispatched through rakes from the production units up-to rake points in different states. At these rake-points, services of handling and transport contractors are required to clear the rakes and to further transport the material to the sale / storage points. Parties should go through the contents of this tender document carefully and submit it along with all the required documents / information.

The cost of the Tender document is Rs. 250/- (Rupees two hundred and fifty only). Tender document may be purchased from the Area Office / Zonal Office concerned by payment through Demand Draft drawn in favour of National Fertilizers Limited and payable at the place of location of Area / Zonal Office. The tender document may also be downloaded from the website of the company, www.nationalfertilizers.com. If the downloaded tender document is used then the cost of the document i.e., Rupees two hundred and fifty only should be paid through a separate Demand Draft along with the Demand Draft of Earnest Money Deposit.

1 JOB AND REQUIREMENT

1.0 The Contract involves Handling and Transportation of fertilizers from rake point / warehouses to various destinations in different slabs given elsewhere in this document. The work includes clearing, handling of fertilizers, bagged in normally 50 Kg. bags and in rare cases bagged in smaller quantities. The fertilizers will be dispatched from our factories or ports to railhead in rakes. Each full rake will contain approximately 2200-2500 Mts. quantity or more as per the policy of Railways. On certain occasions half rakes containing about 1100-1250 Mts or more as per policy of Railways, may also be placed. This quantity will have to be handled at the rake point and transported to various destinations as per the dispatch instructions provided by Area / District In-charge.

2. TENDER FORM

2.0 The tender document contains two sets of The General Terms and Conditions i.e., Schedule – 1. One set duly signed by the tenderer or their authorized representative should be submitted. Tenderers may note that conditional offers shall not be entertained.

2.1 The General Terms and Conditions i.e., Schedule – 1, will be deemed to be the part of contract and agreement.

2.2 Persons or person signing the general terms and conditions i.e., Schedule – 1, shall indicate his authority while signing the tender i.e. as a sole proprietor or authorized partner of a firm or as a Secretary/Manager/Director duly authorized etc. of a Private/ Public Company. In case of truck operators unions / Transport Cooperative, the person signing the general terms and conditions i.e. schedule-I should have the authorization from the executive body with his designation. (Such Truck Operator Unions / Transport Cooperatives should have valid registration certificate from the Registrar, Firms, and Societies of the respective states, notarized copy of the same to be enclosed. In addition such bodies are also required to enclose notarized copy of the latest elected body).

2.3 Rates should be quoted in Rupees Per M.T. Per Km. i.e. PMT/Km basis against each slab in the requisite format of schedule II, A, only.

2.4 Rates should be quoted exclusive of Warai Charge

2.5 Composite Wagon handling charges should be quoted which shall include un-loading from the wagons, stacking on the platform, De-stacking and loading in the trucks. However these composite charges of wagon handling shall be quoted separately for Covered and Open wagons.
2.6 To establish the status of the tenderer's, as L1, L2, L3, .........., contract value shall be worked out as per the rates tendered by the tenderer's. Following assumptions shall be made while working out the financial implications;
   i) CST shall be prepared based on destination wise quantities as per the movement plan.
   ii) For rake handling, rate tendered for closed wagons shall be taken into consideration. Open rakes are received on very rare occasions and rates for handling open rakes are taken for such instances.

3. SUBMISSION OF DOCUMENTS.
3.0 There shall be two part bidding system for this tender
The parties should submit their tenders in two separate sealed envelopes marked I and II. These envelopes are to be put up in an outer main envelope. Envelopes I and II should contain the following:-

3.1 Envelope - 1 will contain the following: (Envelope should be super scribed as Envelope–1). This shall constitute the technical bid

1. Demand Draft of ₹ 25000/- (Rupees twenty five thousand only), drawn in favor of National Fertilizers Limited, payable at CHANDIGARH D.D. No_____________ Dated___________, towards Earnest Money Deposit. In case the tender form is downloaded from the website has been used, the cost of tender document i.e., ₹ 250/- (Rupees two hundred and fifty only) should be paid through a separate Demand Draft drawn in favour of National Fertilizers Limited payable at CHANDIGARH

2. Instructions to the tenderer's and Schedule –I i.e., General terms and conditions duly stamped and signed on each page

3. The following documents are to be enclosed

a). Details of the firm with complete address and telephone number. (Proprietorship / Partnership, name of the proprietor / names of all the partners to be mentioned. Affidavit of proprietorship in original duly notarized / copy of partnership deed duly notarized to be enclosed. For partnership firms an Affidavit in original duly notarized, confirming the current status of the firm to be enclosed. For Truck operators Unions / Transport Cooperatives, Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective states. In addition such bodies are also required to enclosed notarized copy of the latest elected body. For Limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be enclosed. A letter of Authorization for the person responsible for day to day activities also to be enclosed for each category).

b). Details of Sister Concerns. (The prospective tenderer's having any common Partners/Directors/Managing partners etc., or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender).

c). Dealing with NFL, if any as Dealer / PG operator (Yes / No), if yes give details.

d). Copies of Audited balance sheet with P & L Accounts for the last three years. (Self certified)

e). Income Tax returns for the last three years. (Self certified)

f). Permanent Account Number. (Copy of PAN card duly self certified to be enclosed)

g). Service Tax Registration No., (Copy of registration certificate duly self certified to be enclosed).

h). Name of the Bank, Account no., type of Account. (A certificate in original from the bank to be enclosed indicating the name of the party, account no., type of account, limits enjoyed, financial soundness of the party etc.)
i). Experience certificates either in original or attested by Notary for rake handling and transportation of fertilizers and other bagged commodities. Certificates should give name of the company, period of experience and competence of the tenderer.

j). Affidavit duly notarized, giving details of immovable properties in the name of the proprietor / in the name of each partner / in the name of the company, with estimated value.

k). List of trucks owned if any along with copies of RC books.

l). Registration with other Companies if any.

m). An Affidavit duly notarized, to be enclosed by the party stating:
   i). That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
   ii). That the bidders, their Associates, Sister concerns etc., have not been black listed / de-listed or put on holiday by any Institutional agency / Government Department / Public Sector Undertaking in the last two years.

n) Parties having infrastructure at the time of submission of applications or agreed to establish infrastructure within 30 days from the date of LOI / offer letter at the rake point / centre for which the application is being submitted shall only be considered. NFL shall get the same physically verified.

o) Self attested copy of the registration certificate, if party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006.

p) **Signing of Integrity Pact**

Bidder will sign the Integrity Pact as per enclosed annexure.(A).which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.

q) Any other relevant information /document.

3.2 **Envelope-II will contain the following:**

Price Bid as per Schedule II available in the tender document. There are two formats of Schedule II, one for Rates for handling of material at railhead / godown and second for Rates for transportation of material from railhead / Godown. Both these Schedule II formats are to be filled appropriately in figures as well as in words and in case of any cutting, on the correction tenderer have to put the signatures. Formats are also required to be stamped and signed at the appropriate space provided for the purpose.

3.3 Envelope-I and II along with the application addressed to the Zonal Manager as per the format available in the tender document should be put in one outer Envelope. The outer main envelope should be super scribed “Tender for Handling and Transportation”. Rake station should be clearly mentioned.

1) The committee will open Envelope-I on scheduled date of opening, in the presence of tenderer's who wish to be present.

2) The committee will scrutinize documents submitted in Envelope-I. “Envelope II of only those tenderer's shall be opened who are found technically suitable.” On the date of opening of the tenders only technical bids shall be opened which shall be reviewed by NFL. Price bids of only technically suitable parties shall be opened at a later date which shall be informed to the tenderer's. If the EMD is not submitted in envelope 1, then envelope II, of the party shall not be opened. The committee will ensure that all other documents required have been submitted by the party, prior to opening of envelope II.
4. i) Tender should be submitted in a sealed cover to Zonal Manager, National Fertilizers Limited, Chandigarh, on or before the due date and should be put in the tender Box placed in the Zonal Office.

ii) Last date for submission of tender is 12.07.2017 closing time 02.30 p.m.

iii) Tender (Technical bid) will be opened on 12.07.2017 at 03.00 p.m., in the presence of tenderer’s who wish to be present.
    In case of poor response / receipt of single bid, Last date may be extended.

iv) The Company reserves the right to accept or reject any or all tenders in full or in part, without assigning any reason and also reserves the right to negotiate the rate with any /or all tenderer’s.

v) If the tender committee forms the opinion on the basis of available information that the contractor is having implicit or explicit relations with the NFL dealer or company employee, in that case the committee will reserve the right to reject the tender offered for transportation and handling contract.

vi) The tentative slab wise movement of fertilizers from the rake point / warehouse is indicated in the appropriate clause of Schedule I.

Application to be submitted by the tenderer and to be placed in the outer main envelope.

To
The Zonal Manager,
National Fertilizers Limited,
Chandigarh

Sir,

Sub: Tender for appointment as Contractor for Handling and Transportation at rake point Chandigarh for supply of fertilizers to Himachal Pradesh:

I / We have visited the site of work and satisfied myself / ourselves regarding local conditions. I / We have carefully studied the instructions to the tenderer and general terms and conditions i.e. Schedule No.1. I / we hereby submit the following documents for consideration to appoint me / us as Handling and Transport Contractor.

1. Name of the Party ( Sole proprietor / Partnership firm / any other, to be specified )
2. Complete Address
3. Telephone No.
5. Fax No.
6. Name of the Proprietor / Partner signing these documents.
   (if partnership firm, all partners are required to sign, in case of Company the duly authorized director/signatory)

Envelope - 1 will contain the following: (Envelope should be super scribed as Envelope–1) This shall constitute the technical bid

1 Demand Draft of ₹ 25000/- (Rupees twenty five thousand only), drawn in favour of National Fertilizers Limited, payable at Chandigarh D.D. No ___________________ Dated _______________, towards Earnest Money Deposit. In case the tender form is downloaded from the website has been used, the cost of tender document i.e., ₹ 250/- (Rupees two hundred and fifty only) should be paid through a separate Demand Draft drawn in favour of National Fertilizers Limited payable at Chandigarh D.D. No ___________________ Dated ______________.

2 Instructions to the tenderer's and Schedule –I i.e., General terms and conditions duly stamped and signed on each page

3 The following documents are to be enclosed –

A) Details of the firm with complete address and telephone number. (Proprietorship / Partnership, name of the proprietor / names of all the partners to be mentioned. Affidavit of proprietorship in original duly notarized / copy of partnership deed duly notarized to be enclosed. For partnership firms an Affidavit in original duly notarized, confirming the current status of the firm to be enclosed. For Truck operators Unions / Transport Cooperatives, Notarized copy of the valid Registration certificate from The Registrar, Firms and Societies of the respective states. In addition such bodies are also required to enclose notarized copy of the latest elected body. For Limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be enclosed. A letter of Authorization for the person responsible for day to day activities also to be enclosed for each category).

B) Details of Sister Concerns. (The prospective tenderer's having any common Partners/Directors/Managing partners etc., or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender).

C) Dealing with NFL, if any as Dealer / PG operator (Yes / No), if yes give details.

D) Copies of Audited balance sheet with P & L Accounts for the last three years. ( Self certified).

E) Income Tax returns for the last three years. ( Self certified)

F) Permanent Account Number. (Copy of PAN card duly self certified to be enclosed).
G) Service Tax Registration No., (Copy of registration certificate duly self certified to be enclosed).

H) Name of the Bank, Account no., type of Account. (A certificate in original from the bank to be enclosed indicating the name of the party, account no., type of account, limits enjoyed, financial soundness of the party etc.)

I) Experience certificates either in original or attested by Notary for rake handling and transportation of fertilizers and other bagged commodities. Certificates should give name of the company, period of experience and competence of the tenderer.

J) Affidavit duly notarized, indicating details of immovable properties in the name of the proprietor / in the name of each partner / in the name of the company, with estimated value.

K) List of trucks owned if any along with copies of RC books.

L) Registration with other Companies if any.

M) An Affidavit duly notarized, to be enclosed by the party stating:
   a. That no other Firm / Sister concern / Associate belonging to the same group is participating / submitting this tender.
   b. That the bidders, their Associates, Sister concerns etc., have not been black listed / de-listed or put on holiday by any Institutional agency / Government Department / Public Sector Undertaking in the last two years.

N) Parties having infrastructure at the time of submission of applications or agreed to establish infrastructure within 30 days from the date of LOI / offer letter at the rake-point / centre for which the application is being submitted shall only be considered. NFL shall get the same physically verified.

O) Self attested copy of the registration certificate, if party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006. (as per Annexure 'II')

P) Signing of Integrity Pact

Bidder will sign the Integrity Pact as per enclosed annexure. (A) which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website viz. www.nationalfertilizers.com.

4. Other documents enclosed

   1. Application form, as per performa provided in the instructions to the tenderer, duly filled and signed by the party.

   2. Schedule No., II, rate quotations for handling of material at railhead / warehouse and rate quotation for transportation of material from rail head / godown duly stamped and signed.

Thanking you.

Yours faithfully,

(Signature & Rubber Stamp)
1.00 **GENERAL TERMS AND CONDITIONS**

1.01 NFL invites sealed tenders for handling & transportation of fertilizers, normally bagged in 50 Kg. packing and sometimes in small packing’s. The contract involves handling and transportation of fertilizers at various railheads, godowns, warehouses etc.

1.02 The successful tenderer shall ensure that the material handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time but not later than three days from the date of lifting from the rake point and godown. In case of damage to the material or packing, the contractor will have to make good the loss to Company. In case of delay in delivery of material, at destination, the contractor shall have to pay liquidated damages to Company at the rate of Rs. 100/- per truck per week or part thereof for each truck load from the expiry of three days from the date of lifting from the rake point or godown. In case of shortage of material (urea) en-route, the contractor shall have to pay to the Company as compensation, an amount equivalent to the value of material short delivered at destination calculated at the prevailing rate as fixed and revised from time to time for different production units under New Pricing Scheme (NPS), by Government Of India, Ministry Of Chemicals and Fertilizers, Department Of Fertilizers, which is higher than the consumer price in case of urea; and for the complex fertilizer at maximum price decided by the Company from time to time plus subsidy as compensated in case material is short delivered at the destination.

2.00 **DEFINITIONS:**

2.01 The “Company” shall mean NFL having its Registered office at New Delhi (which expression shall unless repugnant to the context or meaning thereof include it’s successors and assigns.)

2.02 The “Contractor” shall mean the tenderer, whose tender has been accepted and shall include his legal representatives, successors and assigns.

2.03 In-charge Marketing shall mean the officer in administrative charge of the Marketing Division of NFL.

2.04 Zonal Manager/State Manager/Area Manager shall mean the officer in administrative charge of Zonal / State / Area office, NFL.

3.00 **SUBMISSION OF TENDERS**

3.01 The tenderer, should submit tenders after studying the entire tender document and instructions to the tenderer's carefully, visiting the sites, for satisfying himself of the local conditions, locations, accessibility of sites, nature, extent and character of operation, may obtain all clarifications before the tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge, thereafter, in such respect will be entertained. The tenderer should quote rates both in figures as well as in Rupees per MT Per Km for different movement slabs and in Rupees per MT., for wagon handling in the two separate formats of Schedule No. II.

Tenderers have to tender the rates for transportation, only on slab rates irrespective of existence of truck union. Truck operators union / Transport Cooperatives which are registered with the registrar, Firms and Societies of the respective states to be supported with a notarized copy of the valid Registration certificate can also participate in the tenders directly but they shall have to tender the rates on slab rate basis. For tenderers other than registered truck operators unions / transport cooperatives, it shall be the responsibility of the tenderer to deal with the union if existing at any rake point. Tenderer shall have to arrange the movement as per the movement plan on rake to rake basis. Increase in transportation rates during the contract period or extended period of contract shall be considered only if
there is increase in diesel rate by Government of India. The increase shall be allowed as per the formula given in the relevant clause of General terms and conditions of the tender document. The same formula shall be applicable for Truck operators unions / Transport Cooperatives also.

3.02 The rates quoted will be valid for a period of three months from the closing date of the tender. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of three months. If a tenderer withdraws, revokes, revises the tender rates, his earnest money deposit shall be forfeited.

3.03 The tenderer shall disclose the nature, constitution and registration of the tendering firm and tender document shall be signed by a person or person duly authorized.

3.04 SERVICE OF NOTICE OF CONTRACT.

The tenderer shall furnish name, designation and address of his authorized agent / employees / persons and all complaints, notices, communications and references shall be deemed to have been duly served to the contractor, if delivered to the contractor or his authorized agent or left or posted at the address so given and shall be deemed to have been so delivered in the case of posting on the day on which they would have been dropped in the postal box to such address in ordinary course of post or on the day on which they were so delivered or left.

In the case of contract by partners, any change in constitution of its firm shall be forthwith notified by contractor to the Company. The impact of such changes on the contract will be decided at the sole discretion of NFL.

Either party may change a nominated address to another address at the same place / state / district where the contract is being executed by prior notice to the other party immediately.

3.05 COMMENCEMENT OF WORK.

The contractor shall deposit the requisite Security Deposit and also commence the work within seven days after the receipt by him of an order, in writing to this effect from the Company and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence / refuse the work, the Company shall reserve the right to terminate the contract and the earnest money so deposited by the contractor will be forfeited.

3.06 The tenderer will quote for all the jobs covered by the tender as per schedule-II. The transportation rates for the slabs as indicated in Schedule- II, for which movement plan has not been given, are also to be quoted. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation / directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.

4.0 VALIDITY OF TENDER

4.01 Any tender:
   i) Which contains variations from NFL’s terms.
   ii) Which contains a conditional offer, or
       Which fails to provide required information or otherwise is incomplete, or
       Which is not accompanied with requisite Earnest Money Deposit, and other documents as indicated at Para 3.00 in the instructions to the tenderer shall be liable to be rejected.

4.02 The acceptance of tender will solely rest with the Company, which does not bind itself to accept the lowest tender and further reserves the right:
   i) to reject any or all tenders or
   ii) to split up the work amongst two or more parties or
iii) to accept the work in part and not in its entirety if considered expedient without assigning any reason or giving any explanation therefore.

iv) As far as possible no negotiations will be conducted. However, the Company reserves the right to negotiate for revision of rates downwards if the Company feels that rates so received are on the higher side.

v) If a tenderer happens to be the dealer / private godown operator of NFL and comes to the stage of award of contract and if such a contractor does not follow the instructions given by dealing officials or engages in any unlawful act then NFL reserves the right to terminate the contract and the dealership of such a tenderer / contract of PG.

vi) If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging / influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of two years.

5.00 PERIOD OF CONTRACT

The period of contract is two years from the date of award. However, the Company shall be entitled to terminate the contract earlier than one year without any notice if in the opinion of the Company, the performance of the contract is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of the company.

5.01 The contract will be valid for a period of two years, from the date of award. However the contract may be extended for further three months or part thereof, on the same rates, terms and conditions, with the mutual consent of the contractor and the Company.

5.02 Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs., which means for every 40 paise increase / decrease in diesel price, one paisa per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at Chandigarh for Himachal Pradesh as applicable on the closing date of tender. (The formula is based on the truck load of 10 Mts., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act (MVA). The contractor has to follow MVA and loading in each truck has to be as per the laden capacity approved and registered.

The above formula shall be applicable uniformly for truck operators unions / transport cooperatives and all other tenderer's during the contract period or extended period of contract.

6.00 EARNEST MONEY

6.01 Tenderer should make a deposit of ` 25,000/- by way of demand draft towards Earnest Money. The demand draft should be drawn in favour of National Fertilizers Limited payable at CHANDIGARH. Earnest money shall not be accepted in any form other than that specified above and tenders not accompanied by Earnest Money, as above are liable to be rejected. In case the tender document has been downloaded from the website of the company, then the cost of the tender form i.e., ` 250/- (Rupees two hundred and fifty only) is also to be included in the EMD draft.

6.02 No interest will be payable on the Earnest Money deposit. The Earnest Money Deposit will be refunded to the unsuccessful tenderer / s within a period of thirty days from the date of opening of tenders.

7.00 SECURITY DEPOSIT
The successful tenderer’s shall, within fifteen days of receipt of offer letter / LOI deposit with the Company the Security Deposit for the due and faithful performance of the contract depending upon the category, as indicated below in which the rake point falls for which the tender is being submitted.

State:- Himachal Pradesh

Rake point:- Chandigarh

<table>
<thead>
<tr>
<th>Category</th>
<th>Contract value</th>
<th>Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category ‘A’</td>
<td>upto ₹ 25 lac</td>
<td>₹ 1.0 lac.</td>
</tr>
<tr>
<td>Category ‘B’</td>
<td>More than ₹ 25 lac and up to ₹ 50 lac</td>
<td>₹ 2.0 lac.</td>
</tr>
<tr>
<td>Category ‘C’</td>
<td>More than ₹ 50 lac and up to ₹ 75 lac</td>
<td>₹ 3.0 lac.</td>
</tr>
<tr>
<td>Category ‘D’</td>
<td>More than ₹ 75 lac</td>
<td>₹ 5.0 lac.</td>
</tr>
</tbody>
</table>

The Security Deposit is to be submitted either by way of Demand Draft or in the form of Bank Guarantee of a Nationalized / Scheduled bank on the performa prescribed by the Company before he is allowed to execute the contract and commence work. If the contractor fails to deposit this amount of Security Deposit within the stipulated time which shall include any extension granted by the Company at its own discretion, the Earnest Money deposited by the tenderer shall stand forfeited as and by way of liquidated damages and acceptance of his tender shall stand withdrawn. The Company shall reserve in such an event, the right to accept any tender which is considered suitable.

7.02 The security deposit furnished by the contractor shall carry no interest.

7.03 The security deposit shall remain at the entire disposal of the Company as the security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit such losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor’s subsequent interim bills until the security deposit is restored to its full limit mentioned as in clause 7.01 above.

7.04 If the contractor had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7.05 On satisfactory performance and completion of the contract, in all respects, and upon return in good condition of any property belonging to the Company, which may have been issued to the contractor, the security deposit will be returned to the contractor on the presentation of NO DEMAND certificate from the State Manager of National Fertilizers Limited.

8.00 PERFORMANCE / TERMINATION OF THE CONTRACT

8.01 If the contractor is unable or fails or neglects to execute the work in terms of the contract, conceal or submit any false documents / information, the Company shall have the option to:

a) Terminate the contract, and
b) Get the work done by third party at the risk and cost of the contractor, and
c) The loss so suffered by the Company due to such neglect or failure shall be recovered from EMD / SD.

8.02 In case it is found that the information furnished by the contractor regarding the past Transportation experience / Rake handling experience, and or contents of any documents etc., are found false, company may terminate the contract without giving any notice.

8.03 The transport contractor will have to transport the fertilizers without any trans-shipment, failing which a penalty of ₹ 500/- per truck will be imposed.

9.00 ASSIGNMENT OR SUBLETTING THE CONTRACT –
The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without any prior consent in writing of the Company. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the subcontractor and the Company and shall not release the contractor of any responsibility under the contract. The contractor shall be responsible for all the acts, deed, defaults, and neglects of the sub-contractor or agent as if the acts, deed, defaults, and neglect were of the contractor.

10.0 VOLUME OF WORK:

10.01 Tentative quantity likely to be handled and transported from the Chandigarh rake point / warehouses shall be as under.

1) Rake handling 72750.00 MT
   Unloading in Warehouse NIL
   Loading from Warehouse NIL
   Unloading at outstation NIL

2) Transportation
   i) From Rake Point 72750.00 MT
   ii) From Warehouse NIL

Total 72750.00 MT

TENTATIVE MOVEMENT PLAN IN DIFFERENT SLABS FOR CHANDIGARH RAKE POINT FOR SUPPLY OF FERTILIZERS TO HIMACHAL PRADESH FOR TWO YEARS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Destination</th>
<th>Distance (KM)</th>
<th>Tentative Quantity (MT) FROM RAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Slab 0-15 Kms.</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Slab 16-25 Kms.</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Slab 26-50 Kms</td>
<td>750.00</td>
<td></td>
</tr>
<tr>
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DESTINATIONWISE / DISTRICTWISE / DISTANCEWISE TENTATIVE MOVEMENT PLAN FOR CHANDIGARH RAKE POINT FOR TWO YEARS

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<tr>
<th>Sr. No.</th>
<th>DESTINATION</th>
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<th>DISTANCES FROM RAKE POINT (IN Kms)</th>
<th>Tentative quantity (MT)</th>
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**Grand Total**: 72750.00

10.02 Total quantity / quantity in different slabs / destination wise quantity are estimates only, which may increase / decrease depending on market situation. Number of destinations may also increase / decrease depending on market situation. No guarantee shall be given for adherence to enclosed tentative/estimated movement plan.

10.03 The transport contractor will have to supply sufficient number of trucks per day as required during the period of handling, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

10.04 No detention charges for trucks, either at rake points or any godowns shall be payable by the Company under any circumstances whatsoever. No unloading charges at destination will be entertained.

11.00 INDEMNITY

Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the Company or any representative or employee of the Company fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, directions or order having the force of law for any thing done or omitted to be done by the contractor in contravention of such provisions, etc. for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract.

12.00 TRANSPORTATION FROM RAILWAY STATION.

The transport contractor will undertake the job of operation at Railway station starting from unloading from the wagons up to loading into the trucks. No Hundekari charges will be paid. The transport contractor will be responsible for any demurrage / wharfage charges or any other related charges as may be imposed by the railways.

12.01 The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company. In case of failure to submit the acknowledgement, the Company may at its discretion, charge penalty @ Rs. 100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.
12.02 The contractor or their authorized representative shall remain in constant touch with NFL’s local office representative for information regarding the arrival of any rake / wagon etc at the rake point.

12.03 Before the commencement of unloading of material from the wagons, the contractors or their authorized representative along with NFL’s representative shall check the intactness of seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.

12.04 In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material.

12.05 The contractor shall prepare wagon wise statement of material received at rake point and truck wise details of material transported in the prescribed Performa (to be provided by the NFL later on), as per dispatch plan given by NFL officials.

12.06 The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.

12.07 The contractor shall arrange to collect all the sweeping from wagons and platform and the same shall be stored in godown(s) separately on weighment basis. The weighment shall be got done in the presence of NFL representative.

12.08 It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by representative of the Company, transport contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.

12.09 In case transit shortage of missing wagon (s) is noticed by the contractor, he shall have to report the matter to the concerned railway authority and obtain necessary certificate from them for preferring claims with the railway on this account.

12.10 The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor’s account.

12.11 The contractor shall be solely responsible for safe custody of NFL's fertilizers at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be effected at the price fixed by Government Of India, under New Pricing Scheme (NPS) in case of Urea, Company invoice price in case of Pool Urea and MRP plus subsidy in case of decontrolled fertilizers after adjustment of receipt if any from under writers. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.

13.00 CONTRACTOR TO COMPLY WITH ALL THE LAWS.

The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

14.00 DECLARATION OF TENDERER’S RELATION WITH COMPANY EMPLOYEE.

Should a tenderer or contractor have a relation or relationship with any employee of the Company or in the case of firm or Company of contractors one or more of its shareholders have relations with an employee of NFL the same shall be declared at the time of submission of the tender failing which the Company may in its sole discretion reject the tender or rescind the contract (tender) in terms of the provision of clause -8.
15.00 CONTRACTOR TO EXECUTE AGREEMENT.

The successful tenderer shall be required to execute an agreement in the prescribed performa with the Company within 7 (seven) days of the receipt of the letter of offer / LOI and acceptance of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document. The contract shall be presumed to be effective from the date of issue of letter accepting the tender. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.

16.00 COMPENSATION FOR NON-COMMENCEMENT OR DELAY IN COMPLETION OF WORK.

Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as per clause No. 10.03 shall entitle the Company to the following:-

i) Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.

ii) Get the work done through any other party at the risk and the cost of the contractor.

iii) Recovery of ₹ 300/- per truck per day as liquidated damages from the pending indents till they are executed.

iv) The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in NFL's hands owing to dispute between the NFL and the contractor.

17.00 COMPANY IS NOT RESPONSIBLE FOR CONTRACTORS EMPLOYEES.

The contractor may employ such number of employees as he may think fit for due discharge of the contract and the persons so employed by him shall be the employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of the Company (NFL) merely if any instruction is issued to him by District In-charge / Area Manager / State Manager for due discharge of the contract.

18.00 INSPECTION

The contractor shall at all time make available for inspection the Company or its representative the trucks carrying the material and records pertaining to the same. The Company and its representative shall at all time reserve the right to enter into or stop any lorry carrying fertilizer to check the quantity & quality if in their opinion so required. The contractor shall provide all assistance to carry out such job as desired by the Company or its representative.

19.00 SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of NFL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

20.00 INCONVENIENCE TO THE PUBLIC
The contractor shall not deposit the material on any site, which may cause inconvenience to the public. State Manager, NFL may direct the contractor to remove any material, which are considered by him to be of danger or inconvenient to the public or cause these to be removed at contractor's cost.

21.00 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax, etc. but exclusive of Service Tax on Transportation, Entry Tax and Environment Compensation Charges (ECC). Presently, no service tax is leviable on transportation of fertilizers. ECC and Entry Tax shall be reimbursed based on actual against documentary evidence.

The Tenderer shall further ensure that all the basic requirements including comprehensive insurance charge on vehicles and all Govt. charges such as Road taxes, taxes if any on inter-state movement of trucks etc., to make the trucks road worthy for movement on the road in Haryana and other States are complied with by them and no increase in rates would be permissible in the event of increase in such charges.

The contractor shall indemnify the Company against levy of any taxes / charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.

GST (Goods and Service Tax), if any levied/enforced by Govt. during the tenure of the contract effecting the transportation movement directly while carrying Urea filled Bags will be re-imbursed at actual. Similarly for any decrease in Taxes, Duties, Royalties and other statutory levies during the tenure of the contract, the amount so decreased will be deducted from the effected date from the freight bills of the contractor. Copies of notifications/ Circulars by the Govt. shall be arranged by the Tenderer.

22.00 TERMINATION OF THE CONTRACT OWING DEFAULT OF CONTRACTOR.

If the contractor should:-

i) Become bankrupt or insolvent, or goes into liquidation, or
ii) Make an arrangement or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
iii) Being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
iv) Assign the contract or any part thereof otherwise than as provided in clause No. 9.00 of these conditions, or
v) Abandons the contract, or
vi) Persistently disregard the instructions of the Manager or contravene any provision of the contract or
vii) Fail to adhere to the agreed program of work, or
viii) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant, to any officer or employee of NFL or to any person on his or on their behalf in relation to the execution of this or any contract with NFL then in any of the said cause, State Manager, on behalf of NFL may serve the contractor with a notice in writing to that effect. If the contractor does not within 7 days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Company. The State Manager of NFL shall be entitled, after giving 48 hours notice in writing under the hand of the Manager, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses –
a. To rescind the contract of which rescission notice in writing to the contractor under the hand of Manager shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to NFL without prejudice to NFL’s right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract or

b. To carry out the work, or any part thereof, by the employment of the required labour and materials the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the State Manager, NFL shall be final and binding upon the contractor, and to credit the contractor with the value of the work done as if the work has been carried out by the contractor under the terms of the contract and the certificate of the Manager, in respect of the amount to be credited to contractor shall be final and binding upon the contractor or

c. To measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been to the contractor if the work had been carried out by him under the terms of the contract. The amount of such excess, as certified by the Manager shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from the moneys due to him by NFL under the contract or otherwise from his security deposit, provided always that in any case in which any of the powers conferred upon NFL by sub clause 22.01 of clause 22.00 hereof are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not be exercisable in the event of any future case of default by the contractor for which his liability for past and future remain unaffected.

23.00 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred to in sub clause 22.01 of this clause being adopted:

a) Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advances on account of or for the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under the contract unless and until the Manager shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

b) NFL shall not be liable to pay to the contractor any moneys on account of contract until the expiry of the period of contract and thereafter all other expenses incurred by NFL have been ascertained and the amount thereof certified by the State Manager. The contractor then shall be entitled to receive only such sum or sums (if any) as the State Manager, may certify as due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to NFL the amount of such expenses or it shall be deemed as a debt payable by the contractor to NFL and shall be recoverable accordingly.

24.0 MATTERS FINALLY DETERMINED BY NFL.

All disputes or differences of any kind whatsoever arising out of or in connection with the contract during the progress of the work or after the completion and whether before or after the determination of the contract, shall be referred by the contractor to Zonal Manager/State Manager whose decision shall be final and binding. The performance of the contract shall not be stopped by the contractor due to the reason that any dispute, claim or differences is pending with the Zonal Manager/State Manager or any Court or Arbitrator.
25.0 SETTLEMENT OF DISPUTES

“Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head / E.D. / Functional Director / Chairman & Managing Director, National Fertilizers Limited, for appointment of Arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

“It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on the date of award of contract.

The venue of arbitration proceedings shall be at Delhi only.

JURISDICTION OF COURTS:-

Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Delhi and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

26.0 FORCE MAJEURE.

Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

27.0 TERMS OF PAYMENT-

The bills of contractor shall be settled within a period of thirty days from the date of submission thereof if they are in accordance with the terms of the contract. The Company may demand any details, clarifications etc. before passing of the bills and release of payment. Distances verified by the committee of NFL, from various storage locations / Railways Station for operations at Railway station would be the basis for settling transport bills. Wherever the distances verified by NFL’s committee are not available, distance certificates issued by National Highways / State Highways Authorities, State Road Transport Corporation, Automobile Association Of India shall be considered as the basis for release of payment. For all such cases Area In-charge shall authenticate the distances. However in due course for all such rake-points the distances shall be verified by the committee.

The payment for movement of material will be settled at the Zonal Office of NFL. Contractor shall have to open account with the branch of a bank having core banking facility for electronic receipts and payments within fifteen days of award of contract.
28.0 DIVERSION
In case, the contractor is directed in writing by an Officer of NFL and / or the authorized warehouse in-
charge to carry the material further to any other destination after reaching the original destination as
per the Delivery challan, the contractor, would carry out such instructions. The payment of such
diverted delivery of material will be the same as if it is direct delivery to the final destination.

29.0 HEADINGS
The headings in this document are solely for the purpose of facilitating reference and shall not be
deemed to be part thereof or be taken into consideration in the interpretation or construction of this
document.

30.0 The contractor shall decide in consultation with the NFL representative number of trucks or labour to
be employed to carry out the job under the contract. No-claim shall be made by the transport
contractor against-NFL due to non-utilization of the whole or any portion of the number of trucks
ordered by the NFL or for delay in delivering the material thereof due to any labour disturbance such
as strike, lockout, go slow whatsoever beyond the control of NFL.

31.0 Contractor as NFL dealer and or PG Operator
Those contractors, who happen to be the dealers and / or PG operators of NFL shall under no
circumstances misuse by way of priority dispatches to themselves or to others and shall follow the
dispatch instructions given by the Area In-charge. If any such instance of violation of instructions are
found then company may terminate the H & T contract, dealership and PG contract of such contractors.

32.0 Registration under MSMED Act, 2006
If the party is registered as Micro/Small/Medium Enterprise as per MSMED Act, 2006, the same may
be confirmed by the party and submit a self attested photocopy of the registration certificate in support
thereof (as per Annexure-II).

33.0 Signing of Integrity Pact
Bidder will sign the Integrity Pact as per enclosed Annexure (A).which is an integral part of the tender
documents, failing which the tenderer / bidder will stand disqualified from the tendering process and
the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our website
SCHEDULE – II

RATES FOR HANDLING OF MATERIAL AT RAIL HEAD / GODOWN.

Zonal Manager
National Fertilizers Limited,
Chandigarh

Dear Sir,

In response to your communication No. / NIT ____________________ dated ____________________ I / we, M/s ________________________________ quote our rates for handling of fertilizers at Chandigarh Rail Head / Godown as under:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rate (₹ PMT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(In figures) (In words)</td>
</tr>
<tr>
<td>1.</td>
<td>Composite Rate (Unloading from wagons stacking on the Platform, de-stacking and loading into trucks.</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>a)</td>
<td>For open wagons</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>b)</td>
<td>For closed wagons</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>2.</td>
<td>Unloading from trucks &amp; stacking at Godown</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>3.</td>
<td>Destacking and loading in to trucks from godowns.</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>4.</td>
<td>Unloading at outstation godowns and stacking.</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>5.</td>
<td>STD Charges at Godown</td>
<td>₹ _______ Rs.___________</td>
</tr>
<tr>
<td>6.</td>
<td>Reconditioning / hammering charges at Godown</td>
<td>₹ _______ Rs.___________</td>
</tr>
</tbody>
</table>

(IMPORTANT:- RATES MUST BE QUOTED FOR ALL THE COLUMNS)

I / we undertake to pay at the price fixed by Government Of India, under New Pricing System in case of Urea, company invoice price in case of Pool Urea and MRP plus subsidy in the case of decontrolled fertilizers (as compensation in case the material is short delivered at the destination).

In case the contract is awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of NFL. We will not sub-let the contract either partly / fully to any other party.

I / we agree to keep security deposit as per clause No. 7.01 of tender document after the award of transport contract, besides execution of an agreement on stamp paper of Rs. 100/- to constitute a binding contract.

I / we have deposited ₹ _____________ towards earnest money deposit vide demand Draft No. _____________ dated _____________ in favour of National Fertilizers Limited, payable at Chandigarh. In case the contract is awarded but not executed by us, complying with the required formalities I / we agree for the earnest money deposit forfeiture.

In case of non-fulfillment of contract terms and conditions, I / we agree to the forfeiture of security deposit.

In case my / our Earnest Money Deposit / Security Deposit stands forfeited due to above then I / we agree for any other panel action which the company may deem fit.

I / we hereby agree that I / we will not demand (during the currency of the contract) any increase in rates quoted by me / us on account of handling operations including any increase in wages of labour etc.

I / we have gone through the tender documents and I / we hereby agree to abide by the terms and conditions.

Yours faithfully,

(Signature & Designation of Tenderer)
(Affix Rubber Stamp)
(Organization Address)
SCHEDULE-II
RATES FOR TRANSPORTATION OF MATERIAL FROM RAIL HEAD / GODOWN.

ZONAL MANAGER
NATIONAL FERTILIZERS LIMITED, Chandigarh

Dear Sir,

In response to your communication No./ NIT ____________ dated ____________, I / We, M/s ______________________________ quote our rates for transportation of fertilizers at Chandigarh rail head as under:-

Transportation Rates on Slab basis: -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Distance Slab (In Kms.)</th>
<th>Rate (In ₹)</th>
<th>In Figures</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0-15 Km Flat Rate Local TPT</td>
<td>₹……………….PMT</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>16-25 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>26-50 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>51-75 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>76-100 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>101-150 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>151-200 Km.</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>201 Km. &amp; above</td>
<td>₹……………….PMT/Km</td>
<td>Rupees</td>
<td></td>
</tr>
</tbody>
</table>

(IMPORTANT:- RATES MUST BE QUOTED FOR ALL THE SLABS)

Note:- i) “In case there is discrepancy between words and figures or there is overwriting in figures, the rates given in words shall be considered “

ii) The transportation rates for the slabs as indicated in Schedule- II, for which movement plan has not been given, are also to be quoted. This is required to work out the effective rate of the last slab of movement plan and also at any later date there may be requirement for movement in these slabs depending on the marketing situation / directives of Government. Tenderers not quoting the rates of all the slabs are liable to be rejected.

1. The transportation rate is to be calculated for total distance on the basis of slab in which the destination falls i.e. on direct slab basis and not on income tax slab basis.

2. If the amount of transportation charges PMT calculated for the lowest distance in a particular slab, are lower than the transportation charges PMT calculated for any destination for the preceding distance slab then for those destinations the charges PMT payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 2 onwards).

EXAMPLE
Let the transportation rates for the slab 101 - 150 Km = ₹ 1.80 / MT / Km Transportation charges per MT for 145 Km = 145X1.80 = ₹. 261/-.

Let transportation rates for the slab 151 - 200 Km = ₹. 1.35 / MT / Km. Transportation charges per MT for 151 Km = 203.85
In the above case the transportation charges PMT for 151 Km are lower than the charges for 145 Km. The transportation charges for the destinations of 145 Km. shall be paid @ ₹203.85 PMT being the charges applicable for 151 Km. Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

I / we undertake to pay at the price fixed by Government Of India, under New Pricing System in case of Urea, company invoice price in case of Pool Urea and MRP plus subsidy in the case of decontrolled fertilizers. (as compensation in case the material is short delivered at the destination).

I / we will take all precautions for safe delivery of consignments at various destinations and the material will be covered with tarpaulins. While the material is either in transit or in our custody, we shall not transfer the material from one truck to another and we will be responsible for any loss / damage to the consignment and hereby agree to make good the losses as ascertained by you.

In case the contract is awarded either partly or fully in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of NFL. We will not sub-let the contract either partly / fully to any other party. As and when we are not in a position to supply the guaranteed number of trucks, you will be at liberty to get the job done through any other contractor and recover the additional cost incurred by you from the bills / security deposit.

I / we hereby undertake to collect the octroi duty if paid by us from the receivers of the material at the destination, in case of F.O.L.(sale) dispatches. For stock transfer the octroi receipts will be submitted for reimbursement at Zonal Office through Area Office.

I / we agree to keep security deposit as per clause No.7.01 of tender document after the award of transport contract, besides execution of an agreement on stamp paper of Rs. 100/- to constitute a binding contract.

I / we undertake to comply with Central / State rules, regulations bye-laws and order of local authorities and statutory bodies and pay all fees / taxes as may be leviable on account of transport operations at our cost as specified by the state governments.

I / we have deposited ₹_________________ towards earnest money deposit by way of demand draft No._________________ dated ________________ in favour of National Fertilizers Limited payable at Chandigarh. In case the contract is awarded but not executed by us, complying with the required formalities I / we agree for the earnest money deposit forfeiture.

In case of non-fulfillment of the contract terms and conditions, I / we agree to the forfeiture of security deposit.

I / we hereby agree that I / we will not demand (during the currency of the contract) any increase in rates quoted by me / us on account of increase in the price of tyres, auto spare parts etc. or in wages of drivers etc.

I / we assure you to supply maximum trucks per day allotted to me / us. We also assure you that each indent will be completed in stipulated time as advised by you.

I / we have gone through the tender documents and I / we hereby agree to abide by the terms and conditions.

Yours faithfully,

( Signature & Designation of Tenderer )

( Affix Rubber Stamp )

( Organisation Address )