

KRISHAK BHARATI COOPERATIVE LIMITED

STATE MARKETING OFFICE,
M.P. , BHOPAL

TENDER

FOR

HANDLING AND TRANSPORTATION
OF FERTILIZERS AT SHIVPURIRAKE POINT

LAST DATE/TIME FOR
RECEIPT OF TENDERS

12.00 Hrs on 29.08.2017

AT State Marketing Office

KRISHAK BHARATI COOPERATIVE LIMITED

Ground floor, Block No.2,

Paryawas Bhawan

Arera Hills

Bhopal

M.P. -462011

DATE/TIME FOR OPENING OF

TENDERS AT ABOVE ADDRESS: 12.30 Hrs on 29.08.2017

KRISHAK BHARATI COOPERATIVE LTD.

SMO, M.P. Bhopal

INSTRUCTIONS TO TENDERERS

1.0 The contract involves handling and transportation of KRIBHCO fertilizers at railheads in the State of **Madhya Pradesh**. The work includes clearing, handling and forwarding of fertilizer bags of 50 kg. weight in HDPE/Jute bags received through block rakes at various railheads, handling at warehouses and subsequent transportation to cooperative retail points/feeder godowns, if required as given under scope of work (clause of terms and conditions enclosed).

1.1 SIGNING OF DOCUMENTS :

The terms and conditions should be signed & stamped on each page in duplicate by tenderers or their authorized representative and copy should be submitted to KRIBHCO. The quotations of those tenderers who do not accept these terms and conditions unconditionally will not be considered.

1.2 Person or persons signing the terms and conditions shall state in what capacity he or they are signing the tender, e.g. as sole proprietor/partner of a firm, as Secretary/Manager/Director etc. of a private/public company or President/Secretary/Member of truck operator Union.

1.3 In case of partnership firms, the names of all the partners should be disclosed and the terms and conditions should be signed by all the partners or their constitute attorney having authority to bind all the partners in all the matters pertaining to the contract including the arbitration clause.

In case of private limited company the names of all the directors shall be mentioned and it shall be certified that the person signing the terms and conditions is empowered to do so on behalf of the company.

In case of the Hindu Undivided Family, the names of the family members should be disclosed and the Karta who can bind the firm should sign for the firm and indicate his status below his signatures.

1.4 In case of Truck Operators Union/Transport Coop; the names of the executive body shall be disclosed and it shall be certified that the person signing the terms and conditions are empowered to do so on behalf of the Truck Operators Union/Transport Cooperative.

- 1.5 The persons signing the terms and conditions or any documents forming part thereof on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind such other person or the firms as the case may be in all matters pertaining to the contract including the arbitration clause.

Quotations are to be submitted in a sealed cover/envelope addressed to **Sr. State Manager, Krishak Bharati Cooperative Ltd., Ground floor, Block no.2, Paryawas Bhawan, Arera Hills, Bhopal M.P.-462011** superscribed as tender for H&T work at Railhead **SHIVPURI** to reach the above office before **12.00 Hrs. on 29.08.2017** The quotations should be accompanied with a demand draft of **Rs.1,00,000/-** only as earnest money drawn on any nationalized/scheduled/Cooperative bank in favour of **KRIBHCO payable at Bhopal**. Quotations submitted without required EMD in the prescribed form shall be summarily rejected. The tenderers who are already working for KRIBHCO shall also submit the required EMD even if their payments are pending with KRIBHCO on any account whatsoever.

2.0 OPENING AND ACCEPTANCE OF QUOTATIONS:

- 2.1 KRIBHCO reserves the right to accept or reject any or all the quotations in full or in part without assigning any reason. KRIBHCO is not bound to accept the lowest or any other tender. KRIBHCO also reserves the right to bifurcate the work between two or more contractors and it shall not be binding on KRIBHCO to award work to the successful bidders for all the items mentioned in the schedule of rates. In other words local H&T work may be awarded to **CWC/SWC etc.** whereas transportation work to other contractor as KRIBHCO may deem fit, at its sole discretion.
- 2.2 Quotations not conforming to the instruction as per the tender documents are liable to be rejected at the sole discretion of KRIBHCO.
- 2.3 Quotations will be opened at **12.30 hrs on 29.08.2017** in the presence of representatives of tenderers duly authorised for negotiation, if required.

GENERAL TERMS AND CONDITIONS **OF THE CONTRACT**

For Handling and Transportation of KRIBHCO fertilizer at different rail head/warehouses/retail cooperative depots.

1.0 DEFINITIONS:

- 1.1 'KRIBHCO' shall mean KRISHAK BHARATI COOPERATIVE LTD.
- 1.2 'MATERIAL' shall mean KRIBHCO/KSFL/OMIFCO Urea/DAP or any other product of KRIBHCO.
- 1.3 'CONTRACT' shall mean the contract arising out of the acceptance of tender by KRIBHCO for the aforesaid work.
- 1.4 'CONTRACTOR' shall mean the successful tenderer whose tender KRIBHCO accepts for aforesaid work.
- 1.5 'TONNE' shall mean metric tonne equal to one thousand kilogramme.
- 1.6 'KM' shall mean kilometer equal to one thousand meters.
- 2.0 The contract shall come in force on the date on which KRIBHCO accepts tender of the contractor by letter or any other means which is convenient to KRIBHCO. The tender submitted by the tenderer shall be valid for acceptance by KRIBHCO for 3 months from the date of opening of tender. In case, the bidder refuses to perform the job on the rates quoted by him or increases the rates within three months from the opening date of tender, his EMD shall be liable to be forfeited at the sole discretion of KRIBHCO. Further, the tenderer shall be "put on holiday" for a period of two years and shall be liable to any other action as deemed fit by KRIBHCO.
- 3.0 Notwithstanding anything to the contrary contained in the tender of the contractors, the contract shall be governed entirely by the terms and conditions herein stipulated.

4.0 PERIOD OF CONTRACT

The period of contract shall be **for two years** only. However, this contract can be extended for a period of maximum twelve months on the same rates, terms and conditions with **mutual consent** of both the parties.

5.0 SCOPE OF WORK

- 5.1 The entire process shall involve taking delivery of the material from railways, stacking at platform and de-stacking at platform, unloading of wagons within specified free time allowed by the railways, loading into trucks at railhead, transportation to any place as per KRIBHCO's direction, unloading & stacking at warehouse and de-stacking and loading into trucks as per carrying capacity of truck at warehouse for onward transportation to another warehouse/cooperative sale point as designated by KRIBHCO from time to time within the State and unloading and stacking at destination.
- 5.2 The quantities indicated are estimated and can vary **to any extent**. Further, KRIBHCO shall have the right to award the contract to one or more contractors, at its own discretion.

6.0 FLOW OF WORK

- 6.1 Rakes will be despatched from Hazira (Gujarat) or from any other loading point to different stations. The material will be received at rake points in sealed closed wagons/open wagons in a rake load. Approximate tonnage in each rake may range between **900 MT to 4000 MT**.
- 6.2 The supply/entrustment of the total quantity of work estimated to be handled by the contractor cannot be guaranteed and there will be no obligation on the part of KRIBHCO to entrust any particular quantum of work and this cannot be made subject matter of any claim or litigation at any time.
- 6.3 The material stored in the warehouse is required to be despatched to different cooperative societies/sale points and other warehouses at short notice. The instructions for despatch of material shall be conveyed by KRIBHCO-DGM(M)/Chief State Manager/Area Manager/Field Representative of the State concerned to the contractor and he shall arrange handling and transportation of the material from railhead/warehouse most expeditiously.
- 6.4 Octroi charges, if any, for outstation despatches shall be paid at destination by H&T contractor, which should be claimed by him alongwith H&T bills. At places, where Octroi check post is there, KRIBHCO Field Representative / Marketing Officer will specifically verify for that place/station while forwarding H&T bills for payment.

- 7.0 It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material entrusted to him in vehicles conforming to all the Govt. regulations and licensed fully on that behalf. In case of failure on the part of the contractor to provide sufficient number of vehicles, KRIBHCO shall be at liberty to obtain the necessary transport from any other source and recover extra cost, if any, thereof from the contractor.
- 8.0 The contractor shall take all diligent steps to ensure that the material while in transit and during handling time is not damaged due to conditions of weather. The penalty in respect of bags which are delivered short, torn, cut, wet or in damaged condition or not delivered within the reasonable time, shall be recovered from the outstanding bills of the contractor or from the security deposit without any reference to the contractor, as per the following terms:-
- i) If there is no loss of KRIBHCO Urea, the cost of bags @ Rs.25/-per bag will be deducted.
 - ii) If there is loss of KRIBHCO Urea, the deduction will be made for the short quantity at 125% of value of material (i.e. cost of production + freight).
 - iii) In case of imported decontrolled fertilizers and imported Urea, penalty for shortages/damage to material shall be at 125% of value of material (i.e. CIF value + custom duty + marine insurance (or) FOB value + ocean freight + custom duty + marine insurance).
- 9.0 The contractor shall from time the materials are loaded in his truck till they are delivered at the specified destination, be completely and solely responsible for the material against damage, shortage, deterioration, loss, pilferage etc. occurring for any reasons whatsoever. The contractor shall keep KRIBHCO fully indemnified in this behalf and the penalty calculated as per clause- 8.0 above in respect of any damage, shortage, loss, deterioration or pilferage shall be recovered in full from outstanding bills or security deposit paid by him without prejudice to any other remedy in law. Any such amount payable by the contractor that is in excess of security deposit shall be paid by the contractor within seven days.
- 10.0 Transit insurance will be arranged by the contractor and no reimbursement shall be made by KRIBHCO on this account.
- 11.0 The contractor shall have to work round the clock on all seven (7) days of a week, for handling and transportation within the specified time.
- 12.0 **RATE FOR THE WORK**
- 12.1 The rates are to be quoted as specified in the tender document vide Annexure 'A'.

- 12.2 If the amount of transportation charges per MT calculated for the lowest distance in a particular slab is less than the transportation charges per MT calculated for any destination in the preceding distance slab, then for those destinations the transportation charges per MT will be restricted to the lowest distance of the succeeding slab:

Example- I

| | |
|---|-------------------|
| Let transportation rate for the slab 51-75 kms. | =Rs.1/MT/Km |
| Transportation charges per MT for 51 kms. | =51x1=Rs.51.00 |
| Let the transportation rate for the slab 26-50 kms. | =Rs.1.45/MT/km |
| Transportation charges per MT for 45 kms. | =45x1.45=Rs.65.25 |

In the above case, as the transportation charges per MT for 51 kms. is lower than the charges for 45 km, the transportation charges for the destination at 45 km. shall be paid @ Rs.51/- per MT being the charges applicable for 51 km.

Example- II

| | |
|---|-------------------|
| Let transportation rate for the slab 76-100 kms. | =Rs.0.70/MT/Km |
| Transportation charges per MT for 76 kms. | =76x0.70=Rs.53.20 |
| Let the transportation rate for the slab 26-50 kms. | =Rs.1.45/MT/km |
| Transportation charges per MT for 45 kms. | =45x1.45=Rs.65.25 |

In the above case, as the transportation charges per MT for 76 kms. is Rs.53.20PMT which is lower than the charges for 45 km. the transportation charges for the destination at 45 km. shall be paid @ Rs.53.20 per MT being the charges applicable for 76 km.

- 12.3 The rates quoted by the tenderer shall be firm for period of two years and for the extended period if any, and shall not be liable for enhancement by reasons of increase in price of lubricating oil, tyres, spare parts, increase in wages or operational cost or any taxes or any other reason whatsoever.

12.4 **FIRM RATES**

The rates quoted by the bidders are firm during the contract period except impact of diesel price variation in transportation rates. In case diesel rates increase/decrease by 5% on cumulative basis, from the tender opening date or from the last date of revision in diesel prices, only then the impact of diesel price variation will be considered for calculation of revised transportation rates as per existing formula as mentioned in the Agenda Item, be and is here by approved. The increase/decrease in HSD rate will be adjusted for the various distances

covered taking into account diesel consumption of one liter for every 4 Km.s distance for a standard truck of 10 MT capacity.

13.0 SECURITY DEPOSIT

13.1 (a) Every quotation shall be accompanied with an earnest money deposit of **Rs.1,00,000/- (Rupees One lac only)** in the form of a crossed demand draft drawn on Nationalized/Scheduled/Cooperative Bank in favour of KRIBHCO payable at **Bhopal**. Quotation submitted without EMD shall be rejected summarily.

(b) The successful tenderers will have to submit security deposit for amount equivalent to 5% of the contract value within seven (7) days of the receipt of e-mail/Fax/letter of acceptance of tender.

The earnest money deposited by the successful tenderers will be adjusted towards security deposit and only balance security deposit will have to be paid by the successful tenderers by a crossed demand draft in favour of Krishak Bharati Cooperative Ltd. payable at place of respective SMO headquarter. The Security Deposit can also be submitted in the form of Bank Guarantee from any Nationalized Bank/Scheduled Bank and the same to be as per prescribed format of KRIBHCO. In case of Bank Guarantee, the guarantee will be valid till contract period with a claim period of further six months. In case of enhancement of contractual quantity during the original contract period, the contractor should furnish security deposit for 5% on additional contract value. However, in case of extension of contract period on the same rates, terms & conditions, contractor has to extend the validity of existing bank guarantee furnished for 5% of the contract value of original contract period valid till the extended period plus claim period of further six months.

13.2 The Security Deposit will be refunded to the contractor 3 months after satisfactory completion and faithful performance of the contract and recovery of outstanding dues, if any. No interest is payable on such deposits and any dues outstanding against the contractor shall also be recoverable out of the security deposit.

13.3 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/EMD or in respect of amounts, which may be in KRIBHCO's hands owing to any dispute between KRIBHCO and the contractor.

14.0 TERMS OF PAYMENT

14.1 The quoted rates for handling i.e. Rake handling, Un-loading at Warehouse and loading at Warehouse should be **exclusive of Service Tax/GST** and after

depositing **Service Tax/GST** to the concerned Authority, the same shall be reimbursed to the Contractor.

- 14.2 The contractor will prepare his bills in triplicate in respect of work done as per the rates quoted by him and accepted by KRIBHCO and will submit the same to the concerned FR of KRIBHCO, who after verifying the bills shall pass on the same to concerned Area Office for checking at Area Office level (keeping in view the approved terms, rates and distance etc.) then the same shall be forwarded to State Manager of KRIBHCO for making the payment after due checking at the their level.
- 14.3 The payment will be made within seven days after the submission of the bills complete in all respects. However, if the payment for any reason is not made within the period mentioned above, it will not vitiate other terms of the contract nor will give any right to the contractor to suspend work under the contract or claim damage on account of delayed payment.
- 14.4 Income Tax at the prevailing rate on the gross amount billed shall be deducted from the bills as per the Income Tax Act.
- 14.5 The tenderer should specify clearly that his rates will be firm for a period of two years unless, otherwise stated in the terms and conditions.
- 14.6 KRIBHCO reserves the right to award parallel contract without giving any notice to the contractor or terminate this contract at any time, if the services of the Contractor are found unsatisfactory, or for any other reason whatsoever, as deemed fit by KRIBHCO, by giving 15 days notice.
- 14.7 KRIBHCO reserves the right to get the incomplete jobs done at the risk and cost of the contractor and any extra costs so incurred shall be recovered from the bills/security deposit of the contractor.

15.0 BREACH OF CONTRACT:

In case of breach of contract by the contractor of any terms and conditions arising from this tender, KRIBHCO shall be entitled to :

1. Forfeit the security deposit
2. Terminate the contract
3. To have the contract work executed through others and recover the cost/loss caused thereby from the contract.
4. **To put the contractor on “Holiday List” for a period of two years.**

16.0 INDEMNITY

KRIBHCO shall not be liable for any action direct or indirect that may be instituted against the contractor by any person or persons in relation to the transport or handling of material under this tender or any contract arising therefrom or any consequent liability and the contractor shall keep KRIBHCO fully indemnified on that behalf.

17.0 DOCUMENTATION

The contractor shall comply with all documentation and procedural formalities as instructed by KRIBHCO from time to time with respect to proceeding to specified destination entering the warehouse or railway yards etc. The contractor is liable to pay damages to KRIBHCO arising out of any failure on the part of himself or his staff to comply with all statutory regulations pertaining to product movement with particular reference to Central or State Sales Tax Act and Rules and Fertilizer Control order, 1957.

18.0 ASSIGNMENT OR TRANSFER

Contractor shall not sublet, transfer or assign the contract or any part thereof to any other party without prior approval of KRIBHCO in writing.

19.0 ARBITRATION

All disputes arising out of this tender or on the contract or concerning in any matter whatsoever arising therefrom shall be referred for the decision to a person nominated by the Managing Director of KRIBHCO who shall act as the sole arbitrator and his decision shall be final and binding on both the parties.

Subject as aforesaid, the provision of the Indian Arbitration and Conciliation Act 1996 shall apply to all proceedings under this clause.

20.0 GOVERNMENT LAW OR JURISDICTION

All actions at law out of or suits arising out of in connection with the contract or the subject matter thereof shall be instituted in a court of competent jurisdiction in New Delhi.

21.0 **KRIBHCO's** interpretation or decision in this regard to all or any of the terms and conditions thereof or any matter arising hereunder will be final and binding on the contractor.

22.0 ESCALATION AND OTHER CLAUSE:

The rates quoted by the contractor for services to be rendered in terms of this agreement as agreed upon between KRIBHCO and the contractor will be firm and will not be subject to any escalation whatsoever unless otherwise stated in the terms and conditions.

- 22.1** The rates as agreed upon will be all inclusive and would include comprehensive insurance charges of the vehicles and all Govt. charges such as road tax, tax, if any on inter/state movement of trucks, etc. and no increase in rates would be permissible in the event of increase in such charges whether statutory or not.

23.0 INCREASE IN SCOPE OF WORK/NEW ITEMS

In the event of contractor performing any job which according to the contractor is not covered under the rates quoted, then the contractor should get this confirmed including the charges from KRIBHCO before performing such jobs as far as possible.

- 24.0** On written instruction from KRIBHCO the contractor shall perform any additional jobs in connection with work. The contractor will have the right to represent in writing within 14 days in case of any extra claim for such services. If no such representation in writing is received within the said period, the contractor's right to claim for extra job performed will be deemed to have been waived. The decision of KRIBHCO whether such additional work is covered under the existing work' obligation of the contractor or not shall be final, conclusive and binding on the parties.

25.0 GENERAL CLAUSE

Items of work not covered in this document will be mutually discussed. The decision of KRIBHCO will be final, conclusive and binding on the contractor.

26.0 FORCE MAJEURE

The terms and conditions hereof shall be subject to force majeure. Neither KRIBHCO nor the contractor shall be considered in default in the performance of their respective obligations hereinabove if any performance is prevented or delayed because of any act of Govt., War, Hostilities, Revolution, Civil Commotion, Official strike, Epidemic, Accident or Fire or because of Law and Order, Proclamation, Regulation or Ordinance of any Govt. or any Sub-division thereof or local authority. The contractor shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to KRIBHCO within 40 hours of the happening thereof by Fax/e.mail immediately

followed by a confirmatory letter sent by Regd. Post Acknowledgement due. In the event of the contractor pleading any ground as constituting force majeure, the opinion of the management of KRIBHCO on this behalf alone shall prevail and if in the opinion of the management, the grounds pleaded by the contractor do not constitute force majeure then the contractor shall not be entitled to plead the same and or claim any relief under this clause.

27.0 CONTRACTOR TO EXECUTE AGREEMENT

- 27.1 All the pages of NIT and Annexure shall be signed & stamped by the contractor as a token of acceptance of NIT terms and conditions by the contractor.
- 27.2 The tenderer shall have to give an undertaking in writing alongwith the tender that all the conditions of NIT are acceptable to him without any reservation.
- 27.3 The contractor's responsibilities under this contract will commence from the date of issue of the letter of intent or order letter accepting the tender. The contractor would be required to commence work immediately after receipt of LOI/WORK ORDER and payment of security deposit and commence work within a period of 7 days. The successful tenderer shall be required to execute an agreement in prescribed Proforma within 7 days from the date of receipt of the LOI/Letter of Acceptance by him for carrying out the work according to the general conditions of the contract and specifications of work and materials as may be given in the tender document and special conditions of the contract. The agreement to be executed will be in agreement form of works to be issued by KRIBHCO. A copy of such contract document is available at KRIBHCO State Marketing Office which may be perused by the tenderers before quoting their rates. The provisions contained in the tender papers and documents exchanged between the tenderer and KRIBHCO shall form part of the contract.

Signature of Tenderer_____

Name of the tenderer (Address) _____

Place:_____

Date : _____

SCHEDULE OF RATES FOR H&T WORK AT SHIVPURI
Estimated quantity to be handled at this Rake Point 30,000 M.T.
PRICE BID

| S. No. | Operation | Rate/(Rs/MT) |
|--------|---|--------------------|
| 1. | Clearing of material at railhead, liaison with Railways, unloading from rakes, stacking at railway platform, de-stacking at railway platform and loading into trucks. 1. Open Wagons 2. Closed Wagons containing upto 3100 MT 3. Wagons containing quantity above 3100MT | |
| 2. | Transportation to any place within a radius of a. 0-7 kms. _____ b. 8-15 kms. _____ Of the railhead/warehouse. | |
| 3. | Unloading from trucks and stacking at warehouse | |
| 4. | De-stacking at warehouse and loading into trucks at warehouse | |
| 5. | Standardisation of cut and torn bags (for actual number of bags standardised) | |
| 6. | Transportation | Rate/MT/Km/(Rs) |
| | <u>Distance slabs(km)</u> | XXXXXXXXXXXXXXXXXX |
| | 16-25 | |
| | 26-50 | |
| | 51-75 | |
| | 76-100 | |
| | 101-125 | |
| | 126-150 | |
| | 151-200 | |
| | 201-250 | |

The transportation rate will be for the total distance on the basis of slab in which a destination falls i.e. on direct slab basis and not on Income Tax slab basis; subject to note No.2 given below :

- The bidder accepts unconditionally all the terms and conditions of tender documents and also the following formula for calculation of transportation charges as given in Clause 12.2 of tender enquiry.
- If the amount of transportation charges per MT calculated for the lowest distance in a particular slab is less than the transportation charges per MT calculated for any destination in the preceding distance slab, then for those destinations the transportation charges per MT will be restricted to the lowest distance of the succeeding slabs.
- The quoted rates for handling i.e. rake handling, unloading at warehouse and loading at warehouse should be **exclusive of Service tax/GST and after depositing Service tax/ GST to the concerned authority, the same shall be reimbursed to the Contractor.**
- The bidders should quote their transportation rates **exclusive of Service Tax/ GST** since it will be the responsibility of KRIBHCO to pay **Service Tax/ GST on transportation.**

Signature & Seal of Tenderer