



INDIAN FARMERS FERTILISER COOPERATIVE LIMITED  
MARKETING DIVISION: STATE OFFICE  
8, A. J. C. BOSE ROAD, KOLKATA-700017

E-mail: [bcdas@iffco.in](mailto:bcdas@iffco.in) PHONES: 2287 0443 (Fax), 2287 1390, 2287 8428

**NOTICE**

Sealed tenders are invited for **composite** transportation of bagged chemical fertilizers from any permissible rake-point or from any warehouse/ godown of the following District / Rake points to any of our warehouse/godown located in West Bengal. The estimated quantity & value of work is noted against each District / Rake point.

SL NO.	DISTT/RKPT	ESTD QTY (MT)	ESTD VALUE (IN LAKH)
1	BURDWAN	130000	598.00
2	MAGRA	20000	80.60
3	BENDLE	30000	125.10
4	SRIRAMPUR	10000	42.70
5	24 PARGANAS (N+S)	75000	399.75
6	KRISHNAGAR(NADIA)	40000	160.00
7	KHARAGPUR	35000	192.50
8	BANKURA	40000	248.00
9	BIRBHUM	100000	438.00
10	MURSHIDABAD	80000	412.00
11	DINAJPUR (N+S)	80000	389.00
12	FALAKATA	65000	369.20
13	NEW COOCHBEHAR	12000	63.96
14	JALPAIGURI / RANGAPANI	30000	159.50

The Tenderer should have adequate current experience in transportation (**including ancillary services**) of bagged chemical fertilizers/sugar/cement/food grains especially at railway rake-points and at least two trucks should be owned by them. The H&T contractor should have all statutory registrations required for carrying on Transportation business and also must have a sound financial position, otherwise the Tender will be technically disqualified. This press notification and the Tender document are also hosted on IFFCO Website. [www.iffco.in](http://www.iffco.in). Tender Papers may be obtained also from the State Office of IFFCO at the address given above on payment of `1000/- (Rupees One Thousand ) only in cash from 10.00 am to 05.00 p.m. on all working days between **15.10.2018 – 14.11.2018** against written application. Similarly an amount of `1000/- (Rupees One Thousand) only in cash should be furnished before submitting the Tender Form in case the Tender Form is down loaded from the Website mentioned above. Tender Form for each District / Rake point is to be submitted separately. Duly filled-in Tender Form along with Earnest Money Deposit of `50,000/- (Rupees Fifty thousand) only for each District / Rake point by Demand Draft on any Scheduled Bank payable at Kolkata in favour of "**Indian Farmers Fertilizer Cooperative Limited**" should be submitted latest by 11.30 hours of **15.11.2018** which will be opened on the same day at 12.15 hours before the tenderers or their accredited representatives. Negotiations with the lowest tenderers only may be held on the same day or as informed. It is also stipulated herein that the quantities / values indicated above are estimated and can vary as per situation demands. Further, IFFCO shall have the right to award the contract to Cooperative Society even if the Society is not L1 in the Tender or more contractors, at its own discretion. IFFCO reserves the right to accept/reject any or all tenders either in full or in part without assigning any reason.

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(Name & Address of the Carriers)

To:
The State Marketing Manager,
Indian Farmers Fertiliser Cooperative Ltd,
Circular Court (1st. Floor),
8,A.J.C.BoseRoad,
Kolkata-700 017.

Dear Sir,

Sub:- Tender for Composite Transportation of bagged fertilizers from any permissible rake point or from anywhere in \_\_\_\_\_ District / Rake point to any-where within the State of West Bengal.

Having visited the site and examined all aspects of work and the conditions and facilities at rake point and all other requirements of work, I/We submit herewith enclosed tender form for the above job.

I/We have read and understood the terms and conditions of the tender and agree to abide by them.

I/We have read and understood all the terms of the documents submitted by me/us, and agree to abide by them. I/We have independently considered about the liquidated damages contained therein and agree that it represents a fair estimate by the loss likely to be suffered by you on account of such breaches by me/us.

I/We understand that you are not bound to accept the lowest or any other tender you may receive without assigning any reason or giving any explanation thereof.

I/We hereby declare that the information furnished by me/us, in the tender documents and the annexure thereto are true and agree that the tender or the contract arising there from may be cancelled at any time if IFFCO finds that any information furnished by me/us is false or misleading or accounts are not found to be satisfactory.

Place: \_\_\_\_\_
Date: \_\_\_\_\_

Yours faithfully,

(Seal and Signature)
NAME & STATUS OF THE
SIGNATORY TO BE MENTIONED

Witness:
1. \_\_\_\_\_
2. -----



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## **INSTRUCTION TO TENDERERS**

**1.0 The Tender is to be submitted in two separate envelopes. One (Annexure I) superscribed with " Tender for \_\_\_\_\_ District / Rake point EMD" and should contain the instrument required as EMD as per Tender Notice published. The second (Annexure II) envelope should be superscribed with "Tender for \_\_\_\_\_ District / Rake point-Price Bid" and this would contain the competitive rates quoted by the Tenderer for the Composite Transportation job. All the envelopes with above inscription should invariably bear the name of the Tenderer.**

### **2.0 CLOSING DATE & TIME:**

2.1 The closing date of the Tender is given on the covering sheet. Tenders should be received before the closing date and time as indicated in covering note.

2.2 All tenders received on or before the closing date, shall be publicly opened on the tender opening date, time and venue given in the covering sheet in the presence of all the tenderers who wish to be present. Each tenderer is expected not to represent in more than two persons.

2.3. Tenders received after the closing date and time or without EMD will not be considered.

### **3.0 SUBMISSION OF TENDERS**

3.1 Before submitting his bid, the tenderer shall visit the rake point place and satisfy himself about the conditions and facilities. He should also get himself acquainted with the transportation work and loading/unloading points before submission of the tender and the rates offered by him shall be deemed to have been made after such acquaintance and he shall not be entitled for any compensation arising out of any discrepancies, mis-statement etc. regarding location of dock sheds/godowns/loading points etc.

3.2 All tenders should either be submitted through registered post or handed over in office at the address given against VENUE on the covering sheet.

3.3 No oral, telephonic tenders shall be considered.

### **3.4 THE TENDER SHOULD CONTAIN THE FOLLOWING INFORMATION/DOCUMENT:**

a) All tender documents/annexure should be signed on all the pages in token of acceptance of the tender conditions. Tenders should not be qualified ones. b) Earnest Money Deposit in the form of a Crossed Demand Draft in favour of "INDIAN FARMERS FERTILISER COOPERATIVE LTD' payable at "KOLKATA".



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- c) Banker's report on the financial status of the tenderer will be treated as confidential.
- d) Statement of any other transportation contracts in hand, along with the name and address of the contracting Companies.
- e) Statement furnishing the number of trucks owned by the tenderer along with their capacity etc. Contractor should also enclose photo-copies of documents proving ownership of trucks in his/their name. They shall also produce RTO book on demand for verification purpose. The statement should also furnish full particulars of the names of the partners/directors of the tendering Firm/company and the date of establishment of the Firm/Company. National permits for movement to other states should be arranged by contractor(s).

3.5 All amounts should be indicated by the tenderer both in words and in figures. In the event of difference in the amounts mentioned in figures and words, the amount quoted in words would prevail.

3.6 The tender should be signed only by the legally authorized representative of the tendering firm or the Company and should bear the seal or stamp of the tendering firm/Company.

3.7 Tenderers should thoroughly scrutinize the terms and conditions of the tender and the annexure hereto since no amendments to the tender would be permissible after the opening of the tenders.

#### **4.00 VALIDITY OF TENDERS**

4.1 The tenders should be valid for acceptance till the finalization of contract by IFFCO.

5.00 Each tender must be accompanied by Earnest Money Deposit in the form of a Bank Draft in favour of "INDIAN FARMERS FERTILISER COOPERATIVE LTD." payable at "KOLKATA" in a separate envelope subscribing on the cover with the words "TENDER DOCUMENTS FOR \_\_\_\_\_ DISTRICT / RAKEPOINT-EMD".

5.1 No tenderer can withdraw his tender or revoke the same within the validity period. If a tenderer withdraws or revokes his tender within the validity period, his E.M.D. will be forfeited without prejudice to any other right/claim the IFFCO may have against the tenderer.

5.2 Earnest Money shall be forfeited at the sole discretion of IFFCO in case the tenderer after intimation from IFFCO of acceptance of his tender, either wholly or in part, fails to enter into contract with IFFCO.



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5.3 Earnest Money Deposited by the successful tenderer(s) would be adjusted against Security Deposit and balance of security deposit as mentioned in Clause No.10 (General Terms & Conditions) will have to be furnished either by DD or in the form of a Bank Guarantee valid for a period of one and a half year including claim period.

5.4 No interest charges shall be payable on the Earnest Money Deposit /Security Deposit.

5.5 EMD will be refunded to the unsuccessful Tenderer only after finalization of contract.

## **6.00 QUANTUM**

The quantity of bagged fertilizer required by IFFCO to be transported is as per the Tender Notice published and may vary up to plus/minus 10% - 20%.

## **7.00 AWARD & DIVISION OF WORK**

7.1 For the purpose of arriving at the lowest rates and awarding the contract, IFFCO may negotiate with the L-1 (Lowest) or any other bidder, if situation so warrants.

7.2 Generally IFFCO will award the work to the lowest bidder i.e. L1 party. However, IFFCO, at its discretion, may award the work to bidder(s) who may not necessarily be the lowest bidder. IFFCO may also assign the jobs to Cooperative Societies who are interested to take up the H&T job at the lowest negotiated rates even if the Society had not quoted the lowest rates at the first instance.

**7.3 IFFCO reserves the right to allot the work to more than one tenderer, if considered necessary.**

## **8.00 SYSTEM FOR EVALUATION OF LOWEST BIDDER**

8.1 The transportation rates are invited in slab wise. For the first slab i.e. 0-10, transportation rate is to be quoted be per MT and for the other slabs; it is to be per MT per KM.

8.2 The Weighted average rate of composite transportation shall be considered for evaluating L1, L2 ... Parties.

8.3 Quotation Comparison Statement (QCS) for deriving L1, L2, and L3 .... Bidder will be prepared on slab wise mid point basis except Local slab i.e. 0 - 10.



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Say, one party has quoted slab wise **composite** transportation rate (**including ancillary services**) for estimated 10000 MT as below:

Distance Slab (KM)	00-10	11-25	26-50	51-100	101-200	201 &above
Slab Mid point (KM)	--	18	38	75.5	150.5	250
Quoted rates (Rs./MT/KM)	50.00/MT	5.00	4.00	3.00	2.00	1.00
Estimated movement (MT)	1000	2000	4500	1000	1000	500

So weighted average of transportation will be as below:

Rs.  $(50*1000+18*5*2000+38*4*4500+75.5*3*1000+150.5*2*1000+250*1*500)/10000$  i.e.  
Rs.156.65 per MT

Total **composite** transportation (**including ancillary services**) rate is Rs.156.65 per MT

8.4 Transportation rates shall be quoted in each slab even if there is no estimated movement plan.

8.5 The bids in which the prescribed format for quoting rates has not been followed may be rejected.

**8.6 IFFCO reserves the right to allot the partial quantity of work order for composite transportation to the tenderer, if considered necessary.**

#### 9.00 COMPENSATION FOR SUBMISSION OF TENDER

The Tenderers shall not be entitled to claim any cost, charges, or incidentals, for, or in connection with the preparation and submission of their tenders, even if IFFCO may elect to withdraw the invitation to Tenders or reject all tenders.

#### 10.00 ACCEPTANCE / REJECTION OF TENDERS

IFFCO reserves the right to accept or reject, at its sole discretion any tender in whole or in part, and / or to accept other than the lowest tender without assigning any reason thereof.

#### 11.00 CLARIFICATION

For clarifications against this invitation to Tender, please contact the Office of State Marketing Manager, IFFCO, Kolkata.

#### **GENERAL TERMS AND CONDITIONS 1.0 EFFECTIVE DATE OF AGREEMENT**

This agreement shall be deemed to have been commenced on and from the date of commencement of Contract.



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## 2.0 DURATION

2.1 The agreement shall remain in full force for one year from the date of commencement of Contract as refer to clause 1.0.

2.2 IFFCO shall have right in its sole discretion to extend the contract period by a further period of three months from the date of expiry of the period mentioned in Clause 2.1. The contractor shall be bound to continue to do the work and render services at the same rate and on the same terms and conditions as contained herein during such extended period.

2.3 Notwithstanding the provision under clause no. 2.2, IFFCO may extent the contract for a further period of one year beyond the original tenure on the same rates term & conditions with the mutual consent of both the parties i.e. IFFCO and the H&T Contractor.

## 3.0 SCOPE OF WORK

3.1 To take delivery of the material as per Railway Receipt (RR), transportation of the bagged fertilizer by trucks, [with ancillary jobs of unloading of material from wagon to railway platform, stacking thereon & again loading into truck](#) (trucks to be arranged by the contractor), from rake point/rake point warehouse to anywhere in the State of West Bengal.

The contractor shall be responsible from the time the material is taken from the Railways till it reaches the final destination viz. warehouse/societies that the material is to be delivered as directed by IFFCO.

## 4.0 QUANTITY

4.1 There is no assurance about any definite quantity of fertilizer which will be entrusted to the contractor. It is, however, estimated that the total quantity likely to be handled during contract period will be plus/minus 10% - 20% of the quantity estimated to be handled as per notice published.

4.2 Any variation in quantity would be on the same rates and other terms and conditions laid down in the NIT and shall remain firm during the entire period of contract including any extension thereof.

5.0 Transportation of bagged fertilizer from Rake Points / Rake Point Warehouse to within the State of West Bengal as per Clause No.5 of Instruction to Tenderers of NIT.

a) The contractor shall arrange for the trucks at any place immediately on receiving instructions from IFFCO.

b) The contractor shall arrange for uninterrupted movement of fertilizer as per the instructions received from IFFCO.



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### 5.1 General Conditions for the above Transportation Jobs

a) Contractor shall be responsible in taking the delivery of the consignment as per Railway rules, unload the material and clear the material from the Railway premises within the free time allowed by the Railways. Demurrage / Wharfage charges (if any) levied by the Railways, shall be borne by the Contractor.

b) Material received in cut & torn and damaged condition from the rake should be sent to local warehouses only.

c) In the event of break-down of the truck necessitating transshipment on the way, the contractor shall undertake such transshipment at his own cost and shall transport entire fertilizer loaded in the trucks from where transshipment is done to another truck/trucks.

d) Whenever fertilizer is required to be transported on 100% weighment by passing the trucks over the weighbridge, the contractor shall do so accordingly.

e) The contractor may also be required to arrange transport at shorter notice or carry cargo to respective destinations. In case of decrease in the quantity shown in the programme they shall not be entitled to any compensation whatsoever for not entrusting them with the quantity specified in any programme issued to them.

f) During the currency of the contract, the contractor will not stop the work at any stage under any circumstances whatsoever. The contractor will have to take all steps to prevent any loss and/or damage/theft/pilferage whatsoever to the fertilizer received by him on behalf of IFFCO during the period in which the fertilizer is in his charge.

g) Contractor will be solely responsible to safeguard our material from rain by adequate coverage of tarpaulins etc. after taking delivery from Railways.

h) The Quantity arrived in a Rake at the rake point shall be determined by any one of the following mechanisms at the H&T Contractor's choice, (such choice however shall be declared by the H&T Contractor before commencement of clearing of a Rake):

a) Unloading the entire rake quantity on to the Platform, stack the Bags properly and take the count of bags, thereafter load the bags on to Trucks for Transportation.

OR

b) The H&T Contractor can randomly select ten (10) wagons from the entire rake, which could be unloaded on the Platform, stacked properly and counted. The net Shortage / Excess from these ten sample wagons shall be made applicable for entire rake, on prorata basis. ( In this option, the H&T Contractor may ensure that the selected wagons are preferably not contiguous / adjoining ones, so as to ensure a uniform sampling).

OR

C) The H&T Contractor shall also have the option of accepting the stock as per Rail Receipt (R.R.)





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## 5.2 COMPLIANCE UNDER GST ACT:

The contractor should be registered under GST Act. It has to ensure that contractor should be meeting the requisite parameters including GTA status in his registration under GST. The contractor has to further certify that as per Notification No. 20/2017- Central Tax (Rate) Dt. 22.08.2017 issued by Govt of India Ministry of Finance, he will not opt for payment of 12% GST on all the services of GTA supplied, in forward Charge basis. In case the Input Tax Credit of GST is denied or demand is recovered from IFFCO on account of any non-compliance from his side, including non-payment of GST charged and recovered, the contractor shall indemnify IFFCO in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance

## 5.3 Clause for output GST to be charged by Vendor and recovered from IFFCO

For the purposes of this Clause the following expressions shall have the following meanings:

- (a) GST - means any tax imposed on the supply of goods or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services.
  - (c) GST LAW - means IGST Act, GST(Compensation to the States for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.
1. “For the purpose of this contract/agreement, it is agreed between the parties that Goods and Services Tax introduced during the tenure of this contract/agreement by the Central/ State Government shall be borne and paid by [IFFCO] to [Vendor/Supplier/Contractor] in addition to the [contract price excluding current taxes,] at actuals. [Vendor/Supplier/Contractor] would pass on the tax benefit/savings, if any on account of output taxes to [ IFFCO] by way of commensurate reduction in the contract sum/price at actual”
  2. Vendor/Supplier/Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period and on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable IFFCO to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
  3. In case the Input Tax Credit of GST is denied or demand is recovered from IFFCO on account of any non-compliance by the Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify IFFCO in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
  4. Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.



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6.0 ESCALATION AND OTHER CLAUSE:

6.1 The rate shall be firm for entire duration and shall not be subject to any escalation, except for the reason of Statutory increase or decrease in Diesel price if the increase/decrease is more than 5%, the increase/decrease shall be calculated for per Km/MT as below ;

INCREASE/DECREASE IN ONE LITRE OF HSD RETAIL SELLING  
PRICE INCLUSIVE OF ALL TAXES (Rs.)

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9 x 4

6.1A The contractors may be allowed to increase in the slab transportation rates every time the cumulative increase in the diesel rate exceeds the rate prevailing at the time of bidding, by 5%, (i.e. the increase in diesel rate need not be 5% in one go but could be in smaller installments adding upto 5%). After one price adjustment has been made, the next escalation in transportation rates could be considered only if and when there is a further cumulative increase in diesel rates by another 5%.

6.2 The rate as agreed upon would be all inclusive and would include comprehensive insurance charge on the vehicles and all Government charges such as road tax, taxes, if any on inter-state movement of truck etc. and no increase in rates would be permissible in the event of increase in such charges.

6.3 Octroi charges, if any, on the movement of bagged fertilizer would be to IFFCO's account and would be reimbursed to the contractor on production of original octroi receipts.

6.4 No claim/compensation of any kind whatsoever from the contractor shall be entertained by IFFCO if fertilizer as per given programme is not available on any day or non availability of sufficient work.

7.0 INSURANCE

Comprehensive insurance of vehicles should be taken by the transporter.

8.0 PAYMENT TERMS

Rake-wise bills for composite transportation work done shall be submitted by the contractor immediately on completion of the rake and the payment shall be released within thirty days from the date of receipt of the bill by IFFCO, Kolkata. The contractor shall submit the bill, to the office of concerned Field Officer along with acknowledged challans in original. The bills not supported by the relevant documents in original will be returned to the contractor. In case where acknowledged challans are not provided, IFFCO shall withhold cost of material at 1.5 times from any dues to the contractor.



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8.2 The contractor shall obtain shortage certificate/ certified copy of remarks in Railway Delivery Book along with page no. etc., if the quantity received is less than the RR quantity.

8.3 In case of the termination of the contract due to unsatisfactory performance, IFFCO reserves the right to get the incomplete jobs done at the risk and cost of the contractor and all such cost shall be recovered from the bills of the contractor or from any other dues payable by IFFCO.

8.4 The following deductions will be made from the bill:

- i) The transporter must deliver the material at destinations within three days including the date of unloading failing which a penalty of Rs. 10/- per metric ton per day of 24 hours or part thereof will be levied.
- ii) Amount due from the contractor for shortage, damages, pilferage or any other account.
- iii) Any other payment made by the Society on behalf of the contractor.
- iv) Any statutory deduction, if applicable under the jurisdiction of any act, law etc. like TDS under Income Tax Act, 1961 will be made from the Gross amount of the bills.

## 9.0 ACCIDENT LIABILITY

9.1 The transporter shall be liable for any damage/ injury caused to IFFCO's employee or any other person or persons etc., if caused due to the negligence of the Contractor's employees.

9.2 IFFCO accepts no responsibility for any injury to any person, whether contractor's employee or otherwise, caused due to carriage of fertiliser by the transporter.

## 10.0 SECURITY DEPOSIT

10.1 The security deposit to be paid @ 5% of total estimated value of work order by the successful tenderers within 7 days of the receipt of the order. In case of Bank Guarantee submitted by the contractor, the bank guarantee will be accepted which are issued by the State Bank of India, its subsidiaries and all other nationalized Banks. Bank guarantee should be valid till 6 months after the expiry of contract period.

10.2 The above deposit shall be held as a security for the due and proper performance of the contract and shall bear no interest during the contract period including extension.

10.3 The security deposit shall remain at the disposal of IFFCO as a security for the due and satisfactory execution of contract. IFFCO shall be at liberty to deduct and appropriate for such losses, damages, penalties and dues as may be payable by the contractor. However, IFFCO reserves its right to enforce the Bank guarantee when the contractor fails to make good such losses, damages, penalties etc. from the bills.



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## 11.0 DELAY/FAILURE

11.1 The contractor should get acknowledgment from the Society/consignees as regards receipt of sound material (e.g. Received No. of bags \_\_\_\_\_ quantity (MTs) \_\_\_\_\_ in sound condition etc.). In case of damaged numbers of bags and quantity of damaged material received, the cost of damaged material, if any shall be recovered from the carrier. The acknowledgment from the society/consignee on challans should bear society's /consignee's stamp/seal along with the signatures of competent authority. The acknowledgment from the society/consignee on challans mentioning the receipt date and time along with the signature of competent authority under their seal/stamp may be submitted along with the bills. No. payment shall be released without the challans.

11.2 The contractor is responsible for the goods against damage, shortage deterioration, loss, pilferage etc. occurring for any reason whatsoever. The carrier shall keep IFFCO fully indemnified on this behalf, or cost of any shortage, loss deterioration or pilferage shall be recovered as under.

a) In case of shortage/and damages, prevailing MRP plus existing rate of Subsidy for Complex Fertilisers /DAP etc. and that for Urea, 3 (three) times of MRP.

b) In case of damage to packing material only without any shortage or damage to material, recovery of Rs.25/= per bag will be effected.

The above recoveries shall be affected by IFFCO from the Contractor's outstanding bills or Security Deposit paid by him without any prejudice to any other remedy in Law.

Any amount payable by the contractor i.e. in excess of the security deposit shall be paid by the contractor immediately and without any delay.

11.3 The Contractor's labour should not use any hooks or sharp instrument while lifting the bags which may cause damage to the bags. Shortages due to damages to the material on the way will be payable by the contractor.

## 12.0 CLAIMS

12.1 The contractor will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of IFFCO.

The contractor shall have to obtain the required document under the applicable laws/rules and regulations from time to time so as to enable him to substantiate the claim on behalf of IFFCO and to obtain compensation from the respective bodies and agencies and persons. The refund claim files maintained by the contractor should be made available to IFFCO as and when required. After expiry of the contract, the contractor is required to handover all the claim files maintained by him on behalf of IFFCO with a period of (3) three months, furnish and execute all necessary documents to authorities and obtain clean receipt on the basis of which his account will be settled.



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## 12.2 LIABILITY OF CLAIMS

IFFCO shall not be liable for payment of any claim for charges arising out of or in consequence of negligence on the part of contractor or any of his employees to any property belonging to third parties or the contractor of IFFCO and any accident involving employees of the contractor, it shall be sole, responsibility and liability of the contractor and he shall indemnify and keep indemnified and save harmless IFFCO against the same at all times.

## 12.3 INDEMNITY

Without prejudice to any other provisions in these conditions the contractor shall be bound to keep IFFCO or any representative or employee of IFFCO its properties and assets fully indemnified at all times notwithstanding the expiry of the terms termination of the contract against any action claim or proceedings or for any reason whatsoever or under any applicable provisions of law, rules, regulations, bylaws, notifications, directions or order having the force of law for any thing done or omitted to be done by the contractor in contravention or such provision etc. for the information or violation thereof by him in the course of the execution or completion of the work under the contract, and if, as a result of any such action, claim or proceedings, the contractor or such representative of IFFCO, as the case may be is adjudged to be liable to any penalties or to pay any compensation, the same shall be the liability of contractor and IFFCO shall deduct all amount arising out of such liabilities from the security deposit furnished by the contractor or from any other amounts whatsoever due and payable by IFFCO to the contractor under this contract or any other contract or on any account and without prejudice to any other rights or remedies available to IFFCO in law or otherwise.

## 13.0 BOOK EXAMINATION, SUBMISSION OF DOCUMENTS / REPORTING FORMATS ETC.

The contractor shall, whenever required or cause to be produced for examination by IFFCO on this behalf, statements accounts or records of all costs, expenses and outgoing and other matters relating to the work, any cost of other accounts, letters, memorandum, reports, information and matters relating to the execution of contracts. The contractor shall produce the required documents, information and returns at such time and place as may be directed by IFFCO.

## 14.0 GENERAL CLAUSE

- a) Items of work not covered in this tender will be mutually discussed. The decision of IFFCO will be final, conclusive and binding on the contractor.
- b) In the event of imposition of Penal Demurrage by Railway at any Rake Point, IFFCO would bear 20% of Penal Demurrage amount incurred on the Rake.



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## 16.0 TERMINATION

16.1 Contract will be automatically terminated on the completion of the period of Contract as specified in Clause-2 herein above including extension if any.

On failure to comply with/fulfill the obligations of the Contractor/Carrier enumerated in the Contract the IFFCO reserve the right to terminate the Contract by giving 7(seven)days written notice to the Contractor/Carrier.

16.2 Contract may be terminated by giving 7(seven) days written notice to the Contractor if there is consistent and substantial fall in efficiency criteria or bad quality of work or any breach of the provisions of this contract for reason attributed to the Contractor/Carrier.

16.3 During the 7(seven)days period provided in Clause 16.1 & 16.2 the defaulting Contractor will have the opportunity to correct its performance and if corrected the Contract continuous and if not corrected terminates without further notice.

16.4 In the event of termination of Contract under this Clause IFFCO will pay to Contractor/Carrier for the works effectively carried out and accepted by IFFCO till termination date. The Security Deposit will be forfeited in case of premature termination of Contract due to non-performance or unsatisfactory performance of the Contractor/Carrier.

16.5 If the IFFCO's Order or Contract with its Customers/ Representative is withdrawn or cancelled to continue work, this agreement shall immediately get terminated as of the date of such cancel/withdrawal without further financial liabilities to Contractor/Carrier.

16.6 IFFCO however reserves the right to terminate the agreement at any time if there is a breach of this agreement for which it would be not in the interest of the IFFCO to continue with the Agreement.

## 17.0 ASSIGNMENT

The contractor shall not assign or sublet whole or part of the contract without the prior written consent of IFFCO. Such written consent by IFFCO will not, however if any way, relieve the contractual obligations of the contractor.

## 18.0 ARBITRATION

In the event of any difference arising under the execution of the contract which cannot be mutually settled, the same shall be settled by reference to Arbitration under the provision of Indian Arbitration Act 1996 (Act 10 of 1996) and any statutory modification thereof. The venue of arbitration in all such cases shall be at Calcutta.



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## 19.0 FORCE MAJEURE

The terms and conditions hereof shall be subject to force Majeure. Neither IFFCO nor the contractor shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of any act of God, war, terrorism, hostilities revolutions, civil commotion, strike, epidemic, accident or fire or because of any law and order proclamation regulation or ordinance of any Government of any sub-division thereof, or local authority or because of any other cause whether of similar or dissimilar nature which is beyond the reasonable control of the party affected. The transporter shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to IFFCO of the happenings thereof by telegram/fax immediately followed by a confirmatory letter sent by registered post acknowledgment due.

In the event of the transporter, pleading any grounds as constituting force majeure, the opinion of the Management of IFFCO in that behalf alone shall prevail and if in the opinion of the Management, the grounds pleaded by the Transporter do not constitute force majeure, then the transporter shall not be entitled to plea the same and/or claim any relief under this clause. In case an event of force majeure continues for more than 30 days, IFFCO and the contractor shall consult each other to find measures of settlement.

## 20.0 JURISDICTION OF COURT

The contract would be deemed to have been entered into at Kolkata and would, therefore, be under the jurisdiction of Kolkata High Court.

## 21.0 COMPLIANCE OF STATUTORY OBLIGATIONS.

The Contractor will be responsible for compliance of all statutory formalities such as VAT Act, Service Tax, and Income Tax Act as applicable for carrying on Rake transportation business in the State.



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**NOTE:**

1. Tenderers are to quote their Transportation rates for Local movement as well as slab wise movement.
2. Transportation rates shall be quoted in each slab even if there is no estimated movement plan.
3. The bids in which the prescribed format for quoting rates has not been followed may be rejected.
4. The distances for various destinations are finalised by IFFCO on the basis of standard road maps and other different sources. Payment will be made accordingly and should be acceptable to the Contractor. IFFCO will not entertain any dispute in this matter. The distances are finalised on the basis of ZERO point of both the places.
5. Any over-writing or correction shall be initialed by the Tenderer.
6. All amounts should be indicated by the Tenderer both in words and in figures. In the event of difference in the amounts mentioned in words and figures, the amount quoted in words would prevail.
7. Distance Slab-wise proposed Movement Plan is enclosed.

NB: It may be noted that movement plan annexed herewith is an estimated one and may differ at the time of execution of work.