

HAFED SUGAR MILL ASSANDH

Village: Phaphrana, Teh.: Assandh, Distt. Karnal E.Mail: pmhfdasd@rediffmail.com "An ISO 22000 : 2005 Certified Unit" A Unit Of

A Unit Of The Haryana State Co-op Supply & Marketing Federation Limited. Hafed Corporate Office Building, Sector 5, PANCHKULA.

01749-201030

01749-201263

Phone No. 2590520-26, Fax No.91-172-2590711,2590707. E.Mail: Hafed@hry.nic.in Web-site.www.hafed.nic.in

Tender notice for transportation of sugar to Himachal Pradesh

Sealed tenders are invited for transportation work for supply of Sugar in Himachal Pradesh at various stations from Hafed Sugar Mill, Assandh Vill. Phapharana Distt. Karnal (Haryana) and other Co-op. Sugar Mills for the period from June, 2014 to March, 2015 which can be extended for further 3 months. Tender duly filled should be accompanied with Rs. 2.00 lacs as Earnest money through Bank Draft in favour of Hafed Sugar Mill, Assandh payable at Assandh or through RTGS in HDFC bank Ltd., branch at Assandh vide A/C No. 13271450000256 IFSC Code No. HDFC-0001327. The tender form alongwith terms & conditions and basic rate can be obtained from Hafed Sugar Mill Assandh on payment of Rs. 1000/- per Tender on any working day during office hours or can also download from Hafed Website www.hafed.gov.in. In case of download of tender document, the tender cost must be submitted through DD/Cash receipt with Technical Bid. The interested parties are requested to submit their Technical & Financial bid on or before 06.06.2014 upto 12:30 PM in the office of Hafed Sugar Mill, Assandh. The tender will be opened on the same day i.e. on 06.06.2014 at 2:00 PM in the presence of interested tenderer and negotiation if necessary will also be held on the same day. The conditional/incomplete/telephonic and tender received through fax/mail and without earnest money will not be entertained. Hafed reserves the right to accept/reject any/all tenders without giving any reason.

> Bir Singh, HCS, SDM-cum-General Manager Hafed Sugar Mill, Assandh



HAFED SUGAR MILL ASSANDH

Village: Phaphrana, Teh.: Assandh, Distt. Karnal E.Mail: pmhfdasd@rediffmail.com "An ISO 22000 : 2005 Certified Unit" A Unit Of 01749-201030 01749-201263

The Haryana State Co-op Supply & Marketing Federation Limited. Hafed Corporate Office Building, Sector 5, PANCHKULA. Phone No. 2590520-26, Fax No.91-172-2590711,2590707. E.Mail: <u>Hafed@hry.nic.in</u> Web-site.www.hafed.nic.in

Tender Form N	lo
Issued to M/s	
On	

From

То

The General Manager Hafed Sugar Mill, Assandh. Karnal.

Subject:- Technical and Financial Bids for transportation of Sugar to Himachal Pradesh at various locations of Zone "A" as per list attached from June 2014 to March, 2015. Dear Sir,

I/we hereby submit tender in two separate sealed envelopes containing Technical and Financial Bid respectively for the appointment as transporter contractor for Hafed Sugar Mill, situated at Village Phaphrana, Assandh Distt. Karnal (Haryana) for the transportation of bagged sugar in 50 kg bags. I/we also enclose herewith following demand draft/RTGS No. and dated of the tender form cost, processing fee and EMD in the favour of General Manger, Hafed Sugar Mill, Assandh payable at Assandh or through RTGS in the Hafed Sugar Mill account no. 13271450000256 HDFC Bank Ltd. branch at Assandh (IFSC code no. HDFC0001327) before submission of tender offer as per detail given below:-

Sr.No.	Particular	Amount	Cash Receipt No./Demand Draft No. /UTR No.	Dated	Name of the Bank
1	Tender				
	Form cost				
2	Earnest				
	Money				

I/we understand that our financial bid would be opened and considered only if we qualify for the same as per our technical bid.

I/we have annexed the following documents to the tender as a proof of authentication of my/our particulars submitted in the tender form:-

Sr. No. Title of Document No. of Pages As a proof of (mention)

I/we undertake that as and when called upon by the Hafed Sugar Mill, Assandh to produce the original documents (of which copies have been annexed hereto), for its inspection, I/we undertake to do so without any prejudice or delay.

I/we hereby declare that the information furnished by me/us in the tender documents and the annexure thereto is true and undertake that contract of my/our/firm/party/ company/union/Coop. shall be liable to be cancelled at any time if Hafed Sugar Mill, Assandh finds that any information furnished by me/us is/are false or misleading.

Kindly consider my/our firm/party/company/union/Coop. for the appointment as your transport contractor for above named sugar mills.

Yours faithfully

Signature of Authorised Representative of the firm with seal

Name in Block Letter with Address and Designation

Contact Mobile No.....

Place & Date

Witness

Name and Address Mobile No.

Signatures

- 1.
- 2.

GUIDELINES AND CHECKLIST OF DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID OF THE TENDER FOR THE TRANSPORTATION OF SUGAR FOR THE PERIOD FROM JUNE, 2014 TO MARCH, 2015.

- 1. Power of attorney (Resolution in case of tenderers being Truck Operators Unions) authorizing a person or persons to sign the bids should be duly attested by Executive Magistrate/Notary Public.
- 2. Power of attorney, Partnership deed in case of partnership firm duly attested by the executive Magistrate /Notary Public.
- 3. Bank statement showing transaction of minimum last six months duly authenticated by the competent authority of bank in respect of the firm /company/Union/co-operative.
- 4. Certificate from the scheduled bank for maintaining over draft (O.D.), C.C. Limit.
- 5. Certified/Attested copy of the latest income Tax return of last three years.
- 6. Turnover of last three years as per balance sheet submitted to Income Tax Deptt. duly certified by CA.
- 7. Service Tax No. (copy be attached)
- 8. PAN No. (copy be attached)
- 9. Registration Number of Union/coop./Company (photocopy of registration certificate of union /coop. company to be enclosed).
- 10. At least ten trucks should be owned by the tenderer and a minimum fifteen trucks have to be associated. Trucks should b duly passed by the transport authority. Please attach attested photocopies of RTO registration of own trucks as well as associated trucks and also furnish a letter from the owner that they agree to supply their trucks to the tenderer whenever so required by him for th transportation of sugar under this contract.
- 11. Certified copies of work orders/bills in token of experience of the transportation work.
- 12. Proof of ownership of movable and immovable property:
 - a) Detail of agriculture land if any held by the tender with proof thereof.
 - b) Detail of other immovable property with proof thereof.

Certified/attested copy of the title deed and clear proof of the ownership like attested copy of registration deed of property.

- 13. Tenderers should fill the tender form and annexure-I & II properly and neatly and sign each page.
- 14. In the case of truck union, list of members along the truck numbers with RC's of a minimum 15 trucks duly passes by the transport authority should be attached with the technical bid.
- 15. Whenever the truck union / cooperative societies participate in the tender enquiry constitution of union/ cooperative societies resolution authorizing person for signing tender to carry out the work.
- 16. In the case of cooperative societies additional documents like certified copy of registration, names of Managing Committee and their addresses etc. shall have be provided.
- 17. Percentage above or less from the basic rates to be quoted for various destinations of Zone "A" as per list attached. Quantity may vary as per the requirement of HP Civil Supply Corporation Ltd.

Note:-

- Bank Draft/cash Deposit receipt Rs. 1000/- for the tender form cost Rs. 2,00,000/- through bank draft or through RTGS with UTR no. and date and name of the bank be submitted along with the technical bid.
- The godown wise tentative quantity of sugar likely to be transported from Hafed Sugar Mill, Assandh and other Cooperative Sugar Mills during the period June 2014 to Dec 2014 i.e. up to 31.03.2015 is given at Annexure–I. However this figure is subject to change from time to time.
- 3. Only one set of all requisite documents be enclosed in the envelope containing "**Technical bid**" for one state as per the terms & condition of the tender.
- 4. The financial bid be submitted on the prescribed performa quoting their percent above or below on the basic rate of transportation of sugar to be supplied in various destinations of Zone "A" as per Annexure-II.

Cost of tender form Rs. 1000/-EMD Rs. 2,00,000/-Hafed Sugar Mill, Assandh

TECHNICAL BID

Form No.

Tender Form for Appointment as transport Contractor for Hafed Sugar Mill, Assandh at Phaphrana Distt. Karnal for transporting sugar bags of 50 kg. to different destinations of Zone "A" as per attached list in HIMACHL PRADESH during the period June,2014 to march, 2015.

Sr.	Particulars	To be mentioned and copy attached
No.		
1	Name of party	
2	Registered Office address of the	
	firm/company/union/coop. society with telephone	
	/fax number.	
3	Branch office at Assandh, if any please furnish	
	name of the representative with address and	
	telephone numbers/fax numbers of such Branch Offices.	
4	Registration Number if any Union/coop./Company	
4	(photocopy of registration certificate of union /coop.	
	company to be enclosed).	
5	Service Tax No.	
6	PAN No.	
7	Tender Form Cost (Cash receipt/DD/UTR No. &	
	Date	
8	Earnest Money (Cash receipt/DD/UTR No. & Date	
9	Name of the proprietor/partners (in case of	
	partnership deed to be enclosed). In the case of	
	company, particulars of the directors/M.D. or Agents	
	etc. In the case of truck operators union	
	/cooperative societies memorandum of association/	
	Constitution of the union and registration number if	
10	any, is required to be furnished. Name of Authorized Person with contact No.	
11	Experience in transportation business in sugar/ food	
11	grains/ other goods (please enclose photocopy of	
	experience certificates/ copy of work order etc.	
12	Details of the regular clients for the past five years	
	with their names and address with proof of having	
	executed their work.	
13	Details of present work, if any, in hand at the	
	concerned stations from where sugar/food grain	
	transport contract is to be executed (copy be	
	enclosed).	
14	a) Number of trucks owned by the	
	company/firm/union and duly passed by the	
	RTO (photo copies of RTO certificates to be	
	enclosed and at least ten trucks should be	

		1
	owned by the tenderers).	
	b) Capacity to mobilize trucks from	
	associates/other sources (Please attach	
	attested photocopies of minimum fifteen	
	trucks RTO registration of associated trucks	
	and also furnish a letter from their owners	
	that they are agree to supply their trucks to	
	be tenderer)	
	c) In case of truck union, list of members` along	
	with truck numbers with registration	
	certificate of a minimum 15 trucks duly	
	passed by transport authority should be	
	attched.	
15		
15	A. Name and address of banker with telephone Number.	
	B. Cash credit limit of the party (please attach	
10	bank certificate).	
16	Solvency certificate from your bank as a proof for	
	the financial stability and credit worthiness of the	
	firm to be enclosed.	
17	Certified /attested copy of latest income Tax	
	Clearance certificate with Pan number.	
18	Turnover during the last here years. Minimum	
	turnover of Rs. one crore each in all the last three	
	years is required to have been achieved by the	
	tenderers in order to qualify this technical bid.	
	Year wise Turn Qty of material Turnover	Turn Over (Rs. in lac)
	over Transport (in MTs)	
А	2010-2011	
В	2011-2012	
С	2012-2013	
19	Copy of latest balance sheet of last three years as	
	mentioned above (be enclosed).	
20	Proof of ownership of moveable and immovable	
	property:-	
	A) Agriculture Land:	
	Certified /Attested copy o the title deed and	
	clear proof of ownership like copy of	
	jamabandi.	
	B) Other than Agriculture Land:	
	Certified /attested copy of the like attested	
	copy of registration deed of property.	
	C) Deposit with Bank FDRs etc.	
	D) Fixed Assets.	

I/we certify that the particulars furnished by me/us, as above, are true to the best of my/our knowledge and the information is true in all respects and that in the event of any such particulars or information being found to be incorrect, the same may be constructed to be a misrepresentation and in such eventually, Hafed Sugar Mill, Assandh will have the right to cancel the bid /contract.

I/we declare that my/our firm/ party have not been debarred /de-listed to carry out this type of business by the central / State Government/ Public Sector/ Cooperative in India.

Signature of tendering Authority with seal

(Authorised person to sign this tender form) Name : Contact Mobile No.:

TERMS AND CONDITIONS FOR THE CONTRACTOR FOR HANDLING AND TRANSPORTATION OF SUGAR FOR THE PERIOD FROM JUNE, 2014 TO MARCH 2015.

- 1. The contract shall come into force from the date on which Hafed Sugar Mill, Assandh issues letter of acceptance or any other instrument convenient to the Mill. In the case of bidder refuses to perform the job on the rates quoted by him, his security deposit shall be forfeited without notice and such tenderer shall be debarred for participating in any future tenders.
- 2. Not with standing anything to the contrary contained in the tender the contract shall be governed by the terms and conditions herein stipulated.

3. PROCESSING FEE AND EARNEST MONEY

- 3.1 The tenderer shall furnish EMD of Rs. 2,00,000/- (Rs two lac only) along with the tender documents in the shape of bank draft or RTGS in HDFC Bank Ltd. Account No. 13271450000256 in the favour of "Hafed Sugar Mill, Assandh (IFSC code HDFC 0001327) accompanied by documentary proof in the token of having deposited the earnest money, in the case of amount deposited /remitted trough RTGS with UTR No. & dated with name of the Bank.
- 3.2 Earnest money received from the tenderer will be refunded to such unsuccessful tenderers within 20 days from the date of finalization of the tender/ quoted rates.

4 TRANSPORTATION WORK

The entire process shall involve taking a delivery from sugar mills, to H.P. State Civil Supply corporation's different godowns (list attached) in Himachal Pradesh.

- **5** The contractor shall be responsible for the transportation /protection of sugar from natural/unnatural calamities at his own cost.
 - 5.1 The total quantity of quantity of sugar to be supplied to various locations has been given in attached sheets, but it may vary as per the requirement of H.P. State Civil Supply Corporation.
 - **5.2** The contractor shall have to take delivery of sugar from the Hafed Sugar Mill, Assandh or other Sugar Mill if required i.e. from Karnal, Jind, Kaithal etc. as per dispatch plan given to him and will deliver the same to Incharges of the godown at destinations against a proper lorry receipt duly authenticated by the godown Incharge.
 - **5.3**The contractor will be responsible to lift the sugar within the time period as specified by the Hafed Sugar Mill, Assandh and supply to H.P. Civil State Supply Corporation Ltd. Shimla as per their dispatch plan. The contractor will submit the receipt of the incharge of the HP Civil Supplies with their seal.
 - **5.4**The contractor shall have to carry out the work during the contractual period as per directions issued by The General Manager, Hafed Sugar Mill, Assandh. or any person authorized by him.
 - **5.5**The tenderer shall have to submit the photocopy of Registration No. in respect of union/ Cooperative /company/firm with telephone/fax numbers.

- **5.6** The tenderer shall have mentioned in the tender, the name of the party/proprietor partner (in the case of partnership, copy of partnership deed to be enclosed). In the case of company particulars of Directors/ M.D. or agents etc. and in the case of truck Operator Union/ Coop. societies, Memorandum of association/ articles of association/ constitution of the union & registration no. etc. if any, shall have to be furnished.
- **5.7**The tenderer shall have to mention the name of their representative with address and telephonic no./fax no. of such branch offices in case situated at Headquarter of Mill concerned.
- **5.8**The tenderer shall have to submit the copy of Experience Certificate/copy of the work order etc., about transportation business of sugar /food grains/other goods along with tender with detail of the regular clients for the past five years with their names and address an proof of having executed their work as well as present work if any, in hand at the concerned station from where levy/ non levy sugar transport contract is to be executed.
- 5.8.1 a) The tenderer shall have to furnish the detail in respect of numbers of trucks owned by the company/firms/union/coop. society/Party along with RTO Certificate duly passed by The RTO and at least the ten trucks should be owned by the tenderer.
 - b) Capacity to mobilize trucks from associates /other sources (Please attach attested photocopies of minimum 15 trucks RTO registration of associated trucks and also furnish a letter from their owners that they are agreeable to supply their trucks the tenderer).
 - c) In the case of Truck union, list of members along with the truck no. with RC's of a minimum 15 trucks duly passed by the transport authority should be attached.
- **5.9** Only such tenderers shall be allowed to participate whose annual turn- over (of the last three last years) is not less than Rs. 1.00 crore (Rs. one crore only) in the transportation business.
- **5.10** Certified copies of the balance sheet for the last three years be attached along with the documents.
- **5.11** The detail of moveable and immoveable property i.e. Agriculture and Other land, immoveable property with proof of processing such properties be attached with tender documents.
- **5.12** The tenderer shall mention in the tender the name and address of the bankers with the telephonic number, cash credit limit of the party (Please attach latest bank certificate).
- **5.13** The tenderer shall provide the solvency certificate from his/her banker as a proof for the financial liability and credit worthiness of the concerned.
- **5.14** The tenderer shall provide the attested photocopies of latest income certificate and PAN number.
- **5.15** A copy of receipt towards cost of tender documents deposited with the corporation be enclosed with technical bid.
- **5.16** At the time of opening of tenders only technical bids containing EMD & copy of receipt along with all requisite documents would be opened and financial bid would be opened only of those tenderer who qualify the technical scrutiny.
- **5.17** Only one set of documents of all requisite documents be enclosed in the envelope containing technical bid as per terms and conditions of the tender for quoting rate of

transportation of levy/non levy sugar for other states also in such case he shall furnish only one set of all requisite documents for transportation of levy/non-levy sugar. Tender shall be required to submit technical bid separately in respect of other state in the envelope containing technical bid duly signed and stamped.

- 6 It shall be responsibility of the contractor to keep available adequate number of trucks to transport the material entrusted to him, conforming to all Govt. regulations immediately on the same day. In case of failure on the part of the contractor to provide sufficient no. of vehicles, the mill shall be at liberty to obtain the necessary transport from any source and recover extra cost, if any, thereof from the contractor.
- 6.1 Due to failure/fault of transporter to lift sugar from Hafed Sugar Mill, Assandh and if any other Sugar Mill or delay during transit beyond 3 days from the date of lifting and supply date.
- 6.2 In case non supply/delayed supply as per the delivery schedule of HP State, liquidated damage for delay in supply shall be recovered to be computed @ 1% for 1st week, @3% for 2nd week and 5% for 3rd week and 10% for 4th week of the quantity of delay supplied by the Transport Contractor. The rate of sugar will be calculated @ 3847/- Per Qtl. for penalty purpose.
- 6.3 In case of delay in supplying the vehicle against booking on telephone on the same day, the transporter/contractor will be liable for late penalty for Rs. 1000/- per day per truck in addition to the clause No. 6.2.
- 6.4 In case the transport contractor still fails to supply the Sugar, Hafed shall have the right to make arrangement for supply of sugar at the risk & cost of the contractor and incidental charges incurred their on this account shall be deducted from their due payments as well as from the security deposit.
- 6.5 In addition to above, any penalty imposed by H.P. Civil State Supply Corporation Ltd. for late supply of sugar will be recovered and deducted from their transportation payment. The General Manager, Hafed Sugar Mill, Assandh will be sole deciding authority for imposing penalties on such delays.
- 7 The contractor shall take all diligent steps to ensure that material while in transit and during handling time is not damaged due to conditions of weather or otherwise. The penalty will be calculated for such damages at the open market sale rat of sugar the amount of penalty shall be recovered from the outstanding bills or from the security deposit, (and if need be from both) without any reference/ show case notice to the contractor.
- 8 From the time of material is loaded in the trucks and till the same is delivered at the specified destination, the contractor shall be completely and solely responsible for the material against damage on account of fire, rain, accident, shortage, deterioration, loss or pilferage of material shall be recovered in full form the outstanding bills and the security deposit of the contractor without prejudice to any other remedy in law.
- 9 Hafed Sugar Mill, Assandh reserves the right to award parallel contract without giving any notice to the contractor or to terminate this contract at any time by giving 15 days notice if the services of the contractor are found unsatisfactory.

- 10 The freight will be paid on actual quantity of sugar supplied to H.P State Civil Supplies destinations. The quantity of sugar can be reduced than truck load as per requirement. In one truck load of sugar can also supplied to different destinations.
- 11 Hafed reserves the right to accept / reject any/ all tenders without assigning any reason.
- 12 After the final acceptance of the tender by the tender committee, no request for further increase of rate shall entertained.
- 13 The earnest money of the second lowest bidders should be kept pending for 20 days till the agreement be made with the L-1.
- 14 The contract to L-2 is also be made if L-1 not been able to work as per terms and not made the agreement with Hafed.

15 RATE FOR THE WORK

- 15.1 The rates are to quoted as specified in the Annexure–II (financial bid). Each page of Annexure–II shall be signed by the tenderer or his authorized signatories.
- **15.2** The tenderer will quote rates as percentage above or below the basic rates (on net weight) inclusive of dala charges and insurance & tax liable etc, if any as applicable time to time.
- **15.3** The dala charges if any will be paid by the transporter with mutual settlement with labour. Hafed work should not be suffered due to dispute of any problem, otherwise the transporter/contractor will be responsible for the losses suffered by Hafed in this regard.
- **15.4** If committee considered that the rates are not genuine, than negotiation will be held by the committee.
- **15.5** The contractor shall not demand any increase in the rates quoted/negotiated by him during the contract period.
- **15.6** Conditional tenders will not be entertained.
- **15.7** The contractor shall provide the transit insurance of every truck load of sugar. The prevailing rate of sugar is 3847/- per qtl. The insurance may be supplied on these rates.
- **15.8** The period can be extended by Hafed for further three months i.e. upto June,15 on the same terms and conditions settled with Hafed.

16 SECURITY DEPOSIT

- **16.1** The successful tenderer has to deposit a security amount of Rs. 20.00 Lacs (Rs. twenty lac only) including earnest money by an irrecoverable Bank Guarantee/Demand Draft within five days of the award of tender.
- **16.2** The security deposit/bank guarantee will be refunded to the contractor after two months after satisfactory completion and faithful performance of the contract on recovery of outstanding dues, if any. No interest shall be payable on Earnest Money and Security Deposits.
- **16.3** Any other dues outstanding against the contractor shall also be recovered from the security deposit of the contractor.
- 16.4 The successful tenders/ transporter shall execute an agreement with GM, Hafed Sugar Mill, Assandh after award of work within 5 days.

17. <u>PAYMENT.</u>

Payment will be made within ten working days after submission of bills alongwith GTRs duly signed acknowledgment of sugar receipt from their authorized signature with seal, through account payee's cheque only on fortnightly basis.

- 18. All legal matters, relating to vehicles, employees of transporter shall be exclusively responsibility of the transporter. In case of vehicle being detained by the authorities or any other reasons, the loss of good or their quantity shall be made from the contractor/transporter.
- 19. The transporter will carry the material as per permissible limit.

20. CERTIFICATE

The payment of freight would be released from Hafed Sugar Mill, Assandh on providing proof of receipt of the consignment at destination duly authenticated by the authorized representative of HP Civil Supplies representative with their seal.

21. DEDUCTIONS/PENALTIES

- 21.1 Income tax plus surcharge if any shall be deducted from the transporter out of his freight bills at any time of making freight payment as per statutory orders/rules in this regard from time to time.
- 21.2 In case non supply/delayed supply as per the delivery schedule of HP State, liquidated damage for delay in supply shall be recovered be computed @ 1% for 1st week, @3% for 2nd week and 5% for 3rd week and 10% for 4th week of the quantity of delay supplied by the Transport Contractor. The rate of sugar will be calculated @ 3847/- Per Qtl. for penalty purpose.
- 21.3 In case the contractor declines or neglects to perform contract or delays dispatches or furnish incorrect information at any time, The Hafed Sugar mill have right to get the work done from other sources at the risk and cost of the contractor. The contractor will be fully responsible for all damages direct or indirect on this account. Further, the G.M. of the sugar mill in such cases may impose any penalty, which may be deemed fit including forfeiture of security, apart from cancellation of contract without any notice.

22. BEACH OF CONTRACT

In case of breach of any terms and conditions of the tender or contract by the contractor arising from this tender/contract the Hafed Sugar Mill shall be entitled for:-

- i) Forfeiture the security deposit;
- ii) Termination of contract;
- iii) To have contract work executed through others and
- iv) Recover the entire loss on this account from the contractor without any notice.

23. INDEMNITY

Hafed Sugar Mill shall not liable for any action direct or indirect that may be instituted against the contractor by any person or body of the persons in relation to transport or handling of the material under this tender or any contract arising there from or any consequent liability. The contractor shall be liable to keep this sugar mill fully indemnified on that behalf.

24 . DOCUMENTATION

The contractor shall comply with all the documentation and procedural formality as instructed by the sugar mill from time with respect to proceeding to specified destination, entering the warehouse or railway yards etc. The contractor shall be liable to pay damages to the sugar mill arising out of any failure on his part of himself or his staff to comply with all statutory regulations pertaining to sugar movement.

25. ASSIGNMENT OR TRANSFER

Contractor shall not sublet, transfer or assign the contract or any part thereof to any other party without prior written approval of the Hafed Sugar Mill, Assandh.

26. ARBITRATION

All disputes arising out of or touching or concerning any mater whatsoever, this tender or this contract arising there from shall be referred to The managing director Hafed who shall act as the sole arbitrator and his decision shall be final and binding on the both parties.

27. Force Majeure

The terms and conditions hereof shall be subject to force majeure. Neither Hafed Sugar Mill nor the contractor shall be considered in default in the performance of their respective obligations herein above in such performance is prevented or delayed because of any act of God, War, Flood, 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 subdivision 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 the Hafed Sugar Mill, Assandh within 48 hours of the happening thereof followed by a confirmatory letter sent by speed post/ E-mail, acknowledgement due. In the event of contractor on that behalf alone shall prevail and, if the opinion of the Hafed sugar mill and grounds pleaded by the contractor do amount to force majeure, then the contract shall not be entitled to plead the same and or claim any relief under this clause.

28. CONTRACTOR TO EXECUTE AGREEMENT

- 28.1 The tenderer shall have to give an undertaking in writing along with the tender that all the conditions of NIT are acceptable to him.
- 28.2 The successful tenderer shall be required to execute an agreement on a stamp paper with GM, Hafed Sugar Mill, Assandh within 5 working days positively as per terms and conditions specified in the NIT, tender documents and Annexures attached thereto.
- 28.3 The contractor responsibilities under this contract will commence from the date of issue of the tender of intent or order accepting the tender. The contractor would be required to commence work immediately after receipt the tender. The contractor would be required to commence work immediately after receipt of LOI/work order and payment of additional Security deposit, whenever required and commence work within a period of 7 days.

29. The committee notified by the Government constituted for the finalization of these tenders shall have the right to delete or relax any of the terms and conditions of this tender for the reasons to be recorded in their recommendations.

30. DECLARATION/ACCEPTANCE

> (Signature of the tenderer) Name Address of the tenderer

Contact Mobile No.

Place:

Date:

ANNEXURE-I

Godown–wise tentative quantity of levy sugar likely to be transported from sugar mills during June 2014 up to Nov. 2014 but this quantity can be reduced to 60,000 qtls.

Sr.No.	Name of Godown	Quantity in Quintals
1	Nahan	3690
2	Poanta Sahib	6162
3	Shillai	2100
4	Rajgarh	2730
5	Dadhu	1920
6	Sarahan	2100
7	Naruadhar	726
8	Haripurdahr	960
9	Koffota	1734
10	Kupvi (s Shimla District.)	660
	Total	22782
District	Shimla (HP)	
Sr.No.	Name of Godown	Quantity in Quintals
1	Bhattakuffer	5916
2	Theog	3198
3	jubbal	1452
4	Rohru	1776
5	Rampur	3048
6	Chopal	942
7	Shimla Town	4290
8	Gumma	1836
9	Nerwa	1860
10	Narkanda	1866
11	Nankhari	1032
12	Tikkar	810
13	Chirgaon	1886
	Total	29712
District	Kinnaur (HP)	
Sr.No.	Name of Godown	Quantity in Quintals
1	Tapri + Kaza at Tapri +	1152
	Chango at Pooh	
2	Bhawanager	960
3	Reckong Peo	1332
	Total	344

Zone-A

District Bilaspur			
Sr.No.	Name of Godown	Quantity in Quintals	
1	Bilaspur	4410	
2	Ghumarwin	6420	
3	Sri Naina Dev ji	1938	
4	Jandhuta	3354	
	Total	16122	
District	Solan (HP)		
Sr.No.	Name of Godown	Quantity in Quintals	
1	Solan	3474	
2	Dharampur	4980	
3	Arki	3960	
4	Kandaghat	1680	
5	Nalagarh	5670	
6	Ramshehar	1632	
	Total	21384	
	Total Quantity Zone "A"	Quantity 9344.4 MT	

(Signature of the tenderer) Name Address of the tenderer

Contact Mobile No.

Place:

Date:

FINANCIAL BID

ANNEXURE-II

Godown–wise Tentative quantity of levy sugar likely to be transported from sugar mill during June 2014 up to Nov. 2014 but this quantity can be reduced to 60,000 qtls. The transportation rates will be applicable from June, 2014 to March, 2015 which can be extended for further 3 months.

District	Sirmor (HP)		
	Name of Godown	Quantity in Quintals	Basic Rate (per Qtl.)
1	Nahan	3690	111
2	Poanta Sahib	6162	106
3	Shillai	2100	148
4	Rajgarh	2730	139
5	Dadhu	1920	133
6	Sarahan	2100	136
7	Naruadhar	726	139
8	Haripurdahr	960	117
9	Koffota	1734	114
10	Kupvi (s Shimla District.)	660	139
	Total	22782	
District	Shimla (HP)		
Sr.No.	Name of Godown	Quantity in	
		Quintals	
1	Bhattakuffer	5916	139
2	Theog	3198	144
3	jubbal	1452	161
4	Rohru	1776	167
5	Rampur	3048	167
6	Chopal	942	150
7	Shimla Town	4290	128
8	Gumma	1836	144
9	Nerwa	1860	156
10	Narkanda	1866	156
11	Nankhari	1032	156
12	Tikkar	810	161
13	Chirgaon	1886	161
	Total	29712	
	Kinnaur (HP)		
Sr.No.	Name of Godown	Quantity in Quintals	
1	Tapri + Kaza at Tapri + Chango at Pooh	1152	190
2	Bhawanager	960	178
3	Reckong Peo	1332	200
	Total	344	

Zone-A

District	Bilaspur		
Sr.No.	Name of Godown	Quantity in Quintals	
1	Bilaspur	4410	133
2	Ghumarwin	6420	139
3	Sri Naina Dev ji	1938	128
4	Jandhuta	3354	139
	Total	16122	
District	Solan (HP)		
Sr.No.	Name of Godown	Quantity in	
		Quintals	
1	Solan	3474	111
2	Dharampur	4980	106
3	Arki	3960	133
4	Kandaghat	1680	117
5	Nalagarh	5670	111
6	Ramshehar	1632	117
	Total	21384	
	Total Quantity Zone "A"	Quantity 9344.4 MT	

Financial Bid

S. No.	Name of the supply center	Rate in % age above/below on basic rate
1	Hafed Sugar Mill Assandh	
2	Karnal Coop. Sugar Mill	
3	Jind Coop. Sugar Mill	
4	Kaithal Coop. Sugar Mill	
5	Shahabad Coop. Sugar Mill	

Signature of the tenderer

Name Address of the tenderer Contact Mobile No.

Place:

Date: