



Fresh & Healthy Enterprises Ltd.

(A Wholly owned Subsidiary of Container Corporation of India Ltd.,
A Government of India Enterprises, Under Ministry of Railways)
CA Store, HSIIDC Industrial Estate, RAI, Distt. Sonipat, Haryana
India – 131029 Ph. +91 9717649347, 9971882810



FHEL invites Open Tender for following works under Two Envelope Bid System

S. No.	Description	Contract Period	Sale of Tender documents	Submission/ Opening date / time
1	2	3	4	5
1	Open Tender for providing Professional Services for CA Store Cargo Management at Rai, Sonipat Tender Ref. No.: F&H/06-T/142/2018	2 years ; Initially the contract will be awarded for a period of one year ; contract will be extendable for one more year on the basis of mutually agreed rates and terms and conditions.	19.10.2018 to 08.11.2018, (10:00 to 17:00 Hrs. on working days on 18.10.2018 (from 14:00 hrs) and on 09.11.2018 (upto 15:00 hrs)	09.11.2018, 15:00 / 15:30 hrs
Estimated Cost = Rs. 1,25,54,944.70				
EMD = Rs. 2,51,100/-				

For details log on to www.concorindia.com Link 'Tenders/Auctions'. Amendments/Corrigendum, if any, would only be hosted on the website. For any additional information, Contact: CEO/FHEL; arora9961@gmail.com, DGM (C&CC.); njdeepak@concorindia.com; Website: - www.fhel.co.in.

1. Sealed tenders are invited under two bid system for above mentioned tender.
2. Tender documents for above tenders can be obtained from our office at Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) during the period as mentioned in column 4 above on all working days from 10:00 hrs to 17:00 hrs (on 09.11.2018 up to 15:00 hrs.) by making payment of Rs.1000/- (Inclusive of taxes) (Rs. One thousand only) for each document by way of Demand Draft drawn from National/Scheduled banks in favour of 'Fresh and Healthy Enterprise Limited' payable at Sonipat. If documents are required by post/courier Rs 500/- to be paid extra. Documents will be dispatched through courier only on receipt of Demand draft at our office. FHEL will not be responsible for any postal/courier delay. Documents can also be downloaded from our web site www.concorindia.com Link Tenders/Auctions. If documents are downloaded from website, a demand drafts Rs. 1000/- (Inclusive of taxes) (Rs. One thousand only) in Favor of 'Fresh and Healthy Enterprises Limited' payable at Sonipat, should be enclosed with 'Techno Commercial Bid'.



3. Schedule of pre bid meeting will be as follow;

1.	Open Tender for providing Professional Services for CA Store Cargo Management at Rai, Sonipat	15:00 Hrs, 26.10.2018	Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate)
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Pre bid meeting is a question answer session to clarify any doubts regarding terms and conditions of bid documents, technical requirements etc.

4. Techno commercial and price bids with signature and stamp on all pages of bid document, in the prescribed format and covers along with Earnest Money and Tender Document Fee (where applicable) must reach on or before time & date to CEO (FHEL) at Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate). Please note that late received tenders and tenders received without EMD and Tender document fee (where applicable) are liable for rejection.
5. FHEL reserves the right to accept/reject any or all tenders received without assigning any reason whatsoever.

for Fresh & Healthy Enterprises Ltd.

**(M L ARORA)
CEO / FHEL**



Fresh & Healthy Enterprises Ltd.

(A Wholly owned Subsidiary of Container Corporation of India Ltd.,
A Government of India Enterprises, Under Ministry of Railways)
CA Store, HSIIDC Industrial Estate, RAI, Distt. Sonipat, Haryana
India – 131029 Ph. +91 9873420726 Fax +91130-2366987



Open Tender No. : F&H/06-T/142/2018-19

Open Tender

For

**Providing Professional Services for CA Store Cargo
Management**

at

RAI, SONIPAT



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TENDER FORM

REF: F&H/06-T/142/2018-19

OPEN TENDER FOR THE CONTRACT OF PROVIDING PROFESSIONAL SERVICES FOR CA STORE CARGO MANAGEMENT RAI, SONIPAT FOR A PERIOD OF 24 MONTHS (12+12 MONTHS) FROM THE DATE OF COMMENCEMENT OF CONTRACT.

1. Serial number assigned to the Tender Form: -----
2. Date of Sale / Issue: -----
3. Name of the Applicant to whom the Tender Form was sold / issued: -----
4. Full Address of the Applicant: -----
5. Sealed Tender Forms shall be received upto **15:00** hrs on 09.11.2018.
6. Tenders will be opened at Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) at **15:30** hrs on 09.11.2018.

Office Seal

Full Signature of the Official
Issuing Tender Form

Name in Block Letters-----
Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the CHIEF EXECUTIVE OFFICER, Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) on or before **15:00** hrs. on 09.11.2018.

M/s FRESH & HEALTHY ENTERPRISES LTD.
Visit us at www.fhel.co.in

Signature of the tenderer with company seal.....



Letter for Submission of Tender

From

To,

The Chief Executive Officer,
Fresh and Healthy Enterprises Ltd,
HSIIDC Indl. Estate. RAI,
Sonipat – 131029
(Opp. Factory No. 72 gate)

Dear Sir,

Sub: TENDER FOR THE CONTRACT OF PROVIDING PROFESSIONAL SERVICES FOR CA STORE CARGO MANAGEMENT, RAI, SONIPAT

Ref: Tender Notice No. F&H/06-T/142/2018

In response to your Tender Notice no. F&H/06-T/142/2018 inviting offers for **CONTRACT FOR PROVIDING PROFESSIONAL SERVICES FOR CA STORE CARGO MANAGEMENT, RAI, SONIPAT** I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a Partnership firm, an association, please set out here full names of all the partners or members) carrying out business at hereby submit our offer in the prescribed Proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General Conditions of Contract, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm/association, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association) or syndicate.

I/we have enclosed an Account Payee Demand Draft, on [Name of Bank] for Rs..... (Rupees only) in favour of FRESH & HEALTHY ENTERPRISES LIMITED, payable at Sonipat, as Earnest Money Deposit for this tender, in the sealed envelope super-scribed as **“Tender for providing professional services for CA Store management (Handling of fruits etc) at RAI, SONIPAT”**.

Signature of the tenderer with company seal.....



I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....

Signature of the tenderer with company seal.....



CHAPTER - I

INSTRUCTIONS TO THE TENDERERS

M/s Fresh & Healthy Enterprises Ltd. is a wholly owned subsidiary of M/s Container Corporation of India Ltd., a PSU functioning under Ministry of Railways. We are running a state of the art CA cum Cold Store at HSIIDC Industrial Estate Rai Sonipat – 131029. The storage space available is offered to the interested parties on rent. This tender is being floated for Cargo Management at our facility. The cargo to be handled may vary from client to client. The expected cargo would be Fruits and Vegetables, Kirana, Dry Fruits, Pharmaceutical etc.

It invites tender from eligible parties for the work of CA store Cargo Management needing handling of products indicated here above at our CA store at **RAI, SONIPAT**. Tenderers must read these instructions before filling the tender.

1. Bids are required to be submitted in **two separate sealed envelopes**. The first sealed **envelope “A”** should contain all the documents listed below in para 6&7. This envelope should be clearly super scribed as: **“Open Tender Document with EMD for Providing Professional Services for CA Store Cargo Management at Rai, SONIPAT”**.
2. The second sealed **envelope “B”** should contain only duly filled, signed & sealed **“Schedule of Rates”** in format given in Annexure-II. Each page of the **“Schedule of Rates”** should be signed by authorized person of the company/firm. This envelope should be clearly super scribed as **“Financial Bid for Providing Professional Services for CA Store Cargo Management at Rai, SONIPAT”**.
3. Both the sealed envelopes “A” + “B” should thereafter be sealed in one **envelope “C”** and super scribed as **“Open Tender bids for Providing Professional Services for CA Store Cargo Management at Rai, SONIPAT”**. The said envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the CEO, Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) on or before **15:00 hrs.** on 09.11.2018 or sent by courier/post so as to reach on or before the said date and time of the aforesaid office.

Note: TENDER RECEIVED AFTER DUE DATE AND TIME OF SUBMISSION i.e. 15:00 Hrs on 09.11.2018, SHALL BE SUMMARILY REJECTED.

4. A pre-bid meeting would be held at 15:00 Hrs on 26.10.2018 at the office of CEO, Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) to clarify doubts, etc before the bidder submits his bid. The intending bidders are requested to submit their doubts, queries etc. in writing on their letterhead latest by 26.10.2018 to enable FHEL to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre bid meeting. All issues would be clarified, for the benefit of all the bidders.



5. The bids will be taken out from the box at **15:30** hours, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
6. First, the envelope “A” (containing the tender document, EMD, Tender Document Fee, ***All the documents required to prove your eligibility & All other required document should also be enclosed, without fail, in this envelope***) will be opened at 15:30 hours on 09.11.2018. Subsequently, the envelopes containing the “**Financial Bids**” of only those tenderers who have technically qualified will be opened on a subsequent date and time. The information of price bid opening will be sent to the technically qualified parties inviting them to attend price bid opening on the designated day and time.
7. “**Tender document** (Signed and stamped on all pages) **with EMD**” bid shall contain all the following documents **except** “**Schedule of Rates**” (**Annexure II**):
 - a) Crossed Demand Draft of Rs. 2,51,100/- (Rs. Two lacs fifty one thousand one hundred only) in favour of ‘Fresh & Healthy Enterprises Ltd.’ payable at Sonipat towards Earnest Money Deposit.
 - b) Power of Attorney, if required (Signed and stamped on all pages).
 - c) Crossed Demand Draft of Rs. 1000/- (Rs. One Thousand only) in favour of ‘Fresh & Healthy Enterprises Ltd.’ payable at Sonipat towards Tender Document Fee,
 - d) ***All the documents required to prove your eligibility*** (Signed and stamped on all pages)
 - e) ***All other required documents*** (Signed and stamped on all pages)
 - PAN Card copy – self attested (signed & stamped)
 - GST Registration Copy – self attested (signed & stamped)
 - PF Registration copy - self attested (signed & stamped)
 - ESI - self attested (signed & stamped)
8. The tender document, comprising all the chapters along with Schedule of Rates (SOR) as per Annexure-II, should be duly signed and stamped by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer, must be submitted on or before 15:00 Hrs on 09.11.2018 at the office of CEO, Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate).
9. This document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.
10. If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions including General Conditions of the tender, failing which, FHEL reserves the right to reject the tender and / or terminate the contract.

CEO,
FRESH & HEALTHY ENTERPRISES LTD.

Signature of the tenderer with company seal.....



CHAPTER II

TENDER CONDITIONS

1. EARNEST MONEY DEPOSIT:

- 1.1 Each tenderer shall be required to deposit a sum of Rs. 2,51,100/- (Rs. Two lacs fifty one thousand and one hundred only) as Earnest Money in the form of a valid crossed Demand Draft made out in favour of “M/s FRESH & HEALTHY ENTERPRISES LIMITED” payable at Sonipat. No interest shall be allowed on the Earnest Money deposited.
- 1.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 1.3 **The tender document submitted without EMD will be summarily rejected.**
- 1.4 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.
- 1.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option as mentioned in clause 8.2 of Chapter II, it will be refunded after receipt of the Security Deposit in full.
- 1.6 **NOTE:** In pursuance of the Public Procurement Policy on MSE, it has been decided that:-
 - i. Tender document / sets should be provided free of cost to MSEs registered with the listed agencies.
 - ii. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money.

As per the guidelines, in order to extend the benefit / preferential treatment to eligible MSE's suitable conditions may be included in the bid document as;

- a) The points mentioned at i & ii above will be exempted for MSEs in the tenders processed manually.

In case of e-tendering registration amount and tender processing fee will be applicable as per the requirement of e-tender and tender document and EMD will be exempted for MSEs.

- b) (I) “MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:-

Signature of the tenderer with company seal.....



- (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME
- (II) The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (I) and (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.3.12.”

2.0 Cost of Tender Documents (Non-Refundable):

Tender documents can be purchased from our office by payment of **Rs.1000/- (Rs. One Thousand only) (Inclusive of all taxes)** by way of D.D. issued by nationalised/scheduled bank in favour of M/s Fresh and Healthy Enterprise Ltd. payable at Sonipat, Haryana. If documents are required by post, Rs 500/- is to be paid extra along with tender document fee. Documents will be despatched only after receipt of draft at our end. FHEL will not be responsible for any postal delay. If the Documents are downloaded from website, a DD for Rs.1000/- (Rs. One Thousand only) **(Inclusive of all taxes)** is to be enclosed with **“Techno Commercial Bid”**.

3.0 CONSTITUTION OF THE FIRM

- 3.1 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and with current address.
- 3.2 If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.3 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or by a duly authorised person holding the Power of Attorney / Board Resolution for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory

Signature of the tenderer with company seal.....



evidence such as Memorandum and Articles of Association of its existence with the tender document.

- 3.4 If the application is made by a joint venture / consortium of two or more firms, it shall be signed by their authorized representatives and accompanied by a legal document signed by all parties of the joint venture / consortium confirming therein in a clear and definite manner the proposed administrative arrangements for the management and execution of the contract, It is required that one of the firms will act as the lead firm to represent joint venture / consortium and the duties, responsibilities and power of such lead firm shall be specifically indicated.

3.5 JOINT VENTURE:

If the tender application is submitted by a Joint Venture of two or more firms:

- a. Separate identity/name shall be given to the Joint Venture Firm.
- b. The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- c. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.
- d. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- e. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- f. The experience in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
- g. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of the minimum turnover.
- h. A copy of Memorandum of Understanding (MoU) executed by the JV members shall be Submitted by the JV Firm along with the tender. The



complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

- i. Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- j. Approval for change of constitution of JV Firm shall be at the sole discretion of FHEL. The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- k. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- l. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to FHEL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:
 - 1) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (FHEL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the FHEL during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - 2) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.



3) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

m. Authorized Member - Joint Venture members shall authorize one of the members as Lead member on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

n. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (FHEL) in respect of the said tender/contract.

4. **VALIDITY OF OFFER**

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to FHEL within 120 days of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to FHEL, and FHEL can take recourse to other legal remedies in terms of the contract.

5. **QUOTING OF RATES**

The tenderer must quote rates in the Schedule of Rates (Annexure II) carefully and for all categories of work unless and until it has been specifically stated in the tender document that the bidder can quote rates for a part of the activities, both in words and figures. In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly. In all such cases the successful bidder will have to abide by the decision of FHEL and carryout that particular activity at ZERO rate.

In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account. Further, in case the tenderer does not indicate a rate both in words and figures and only indicates in one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same shall be sought and FHEL reserves the right of interpretation of the same to its advantage.

Signature of the tenderer with company seal.....



6. ACCEPTANCE OF TENDER

- 6.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority of M/s FRESH & HEALTHY ENTERPRISES LTD., who does not bind himself to accept the lowest or any other tender.
- 6.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 6.3 The tender documents submitted by a tenderer shall become the property of FHEL and FHEL shall have no obligation to return the same to the tenderers.
- 6.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from FHEL shall be communicated to FHEL within three working days.
- 6.5 FHEL shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. FHEL is also not bound to give the reasons for such disqualification.
- 6.6 FHEL also reserves the right to:
1. Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of FHEL.
 2. Overlook any bidder who is in the same line of business and competing with FHEL.
 3. Bypass any bidder blacklisted by any Government / Semi Government body or PSU.
 4. Seek clarifications from the bidders regarding any information and documents submitted in their bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder. (Note: Clarifications can be sought by the convener of the TEC, if the TEC so deliberates. There would be no need to refer the case to TAA for this.)
 5. Accept or reject any or all of the pre-qualification / financial bids in part or full.
 6. If the tenderer deliberately gives wrong information or suppresses / conceals any information / facts in his tender to make his bid favourable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then FHEL reserves the right to reject such tender at any stage of execution without any financial liability. Any loss by FHEL on this



account will be recovered from the contractor. This will be done without prejudice to FHEL's right to seek any other remedy under law.

7. Tender will be evaluated by taking Total Bid value into consideration to decide the L1, L2 etc.

7. EXECUTION OF CONTRACT DOCUMENT

The successful tenderer whose tender is accepted shall be required to appear at the office of the CEO, Fresh and Healthy Enterprises Ltd, HSIIDC Indl. Estate. RAI, Sonipat – 131029 (Opp. Factory No. 72 gate) in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (30) Thirty days of the date of issue of communication (LOI) from FHEL's office; but after the submission of Security Deposit and start the work within (30) thirty days of issue of LOI or by the date communicated by the CEO/FHEL whichever is later. Failure to do so shall constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that FHEL might take as per the Terms and Conditions including General Conditions stipulated in this document. CEO/FHEL may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of FHEL, if there are sufficient reasons for doing so.

8.0 SECURITY DEPOSIT

- 8.1 The amount of Security Deposit should be equivalent to 30 days of average anticipated value of the contract, subject to maximum of Rs. 25 Lacs. The Security deposit must be submitted before the signing of the agreement.

The successful tenderer will be required to furnish a security deposit as above of **Rs...../-** (Rupees..... Only) towards successful performance under this contract within 30 days from the date of communication of award of contract in his favour by FHEL. For any delay beyond 30 days CEO/FHEL approval is to be taken.

- 8.2 The security deposit may be submitted in any of the following forms with **validity of one year six months** from the date of commencement of contract:
 - (i) Bank Guarantee of any Nationalized / Scheduled Bank in the Proforma approved by FHEL.
 - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of FHEL.
 - (iii) 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.
 - (iv) Demand Draft / Pay Orders

Note:

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.

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- (b) The National Savings / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. FHEL. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
 - (c) No interest shall be allowed or paid on the security deposit.
 - (d) CEO/FHEL may extend the time for submission of Security Deposit, on the request of the Contractor, or in the interest of FHEL, if there are sufficient reasons for doing so.
- 8.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within Thirty days of the acceptance of the tender or within the extended time permitted by CEO/FHEL, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by FHEL in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 8.4 In case the contract is extended for further period of one year, as provided in Para 10 of Chapter II, the validity of the Security Deposit instrument will be accordingly extended by the Contractor for a period as per clause 8.2 here above.
- 8.5 FHEL shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. FHEL shall be entitled to recover any loss or damage that FHEL may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to FHEL under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to FHEL, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which FHEL shall deduct the same from the monthly bills or any amount due to the contractor.
- 8.6 The security deposit referred to above may be forfeited to FHEL in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to FHEL's other rights and remedies available under law.

9 REFUND OF SECURITY DEPOSIT

- 9.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within six calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the CEO/FHEL.
- 9.2 In the event of any dispute arising between FHEL and the contractor or between FHEL and any third party or in respect of any money due to FHEL in reference to this contract or other contracts entered into by the contractor

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singly or jointly with others and FHEL, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as FHEL may in its sole discretion deem fit until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such detention made by FHEL.

10. PERIOD OF CONTRACT:

- 10.1 Initially the contract shall be awarded for a period of one (01) year from the date of commencement of contract. FHEL shall, however, have the right to exercise its discretion of extending the contract for one more year. The extension shall be granted on the basis of mutually agreed rates and terms and conditions.
- 10.2 No request for any change in rates will be entertained during the pendency of the contract except as provided in Rate Revision clause in Chapter IV, Para 2.
- 10.3 The date of start of physical work by the contractor shall be treated as the date of commencement of contract.

11. SERVICE DURING POST CONTRACT PERIOD

It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (4) four months or till alternate arrangements are made, whichever is earlier.



CHAPTER III

SCOPE OF WORK

- 1.1 The scope of work indicated in the paras below is only a guide. The successful Contractor will have to manage all the activities involved in day to day running of the CA store. Which means overall management & supervision of the store, data feeding & maintenance and putting up of daily reports to the FHEL management, availability of labour for loading and unloading, availability of fork lift operator etc round the clock. Any shortage of stock or damage to the stock on account of mishandling / property will be the responsibility of the contractor he will have to compensate FHEL for the same on actual i. e. expenditure incurred. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.2 The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of FRESH & HEALTHY ENTERPRISES LTD., whose decision in the matter shall be final and acceptable to the tenderer / contractor.
- 1.3 Hours of Operation: The CA Store shall be operational 24X7X365. The contractor shall manage round the clock operation at the CA Store by providing his own personnel for manning the store i.e. Receive and Deliver the cargo to and from the clients and other allied activities.
- 1.4 The Contractor must own or have at his disposal the requisite trained personnel for his contractual work. Typically the operations involve following activities, but not necessarily restricted to these only.
 - 1) Weighment of incoming cargo on need basis (cost to be incurred by the contractor on reimbursable basis against proper receipt) and will be passed on to the client.
 - 2) Unloading of cargo from the vehicle on the floor/pallets/bins.
 - 3) Checking of cargo with the GR/Delivery Challan/invoice both for quality/Lot wise and quantity wise and stacking the same on the floor/pallets/bins.
 - 4) All the incoming cargo shall be properly inspected. The Contractor shall notify the Customer for any material discrepancy and any visible damage within 24 hrs of goods arrival. In case of damage, notice shall include digital pictures of damaged boxes. Goods that appear to be damaged upon receipt. Contractor is to ensure availability of packing tape, plastic sutli/strap, gunny/plastic bags, cartons etc in adequate quantity for repacking purpose.
 - 5) Arrange for repacking of damaged cargo packages and keeping them safely along with the remaining cargo for inspection by FHEL and Client on a later date/time.



- 6) Putting lot wise marking on the packages manually or through bar coding as per the storage plan.
- 7) Moving the cargo packages from floor/pallet/bins to the designated chamber and placing them on Ground Floor/First Mezzanine/Second Mezzanine.
- 8) Issuing proper material receipt to the client / his representative and keeping physical record of all the material receipts along with relevant documents and also maintain the record of the same on computer for reporting purposes.
- 9) Retrieving samples for inspection by the buyers as per the directions of the client. The samples are to be kept back at the respective place and to be marked accordingly. Payment for the same as per the SOR (Cycle C3 & OC2 Store loading and unloading rates) is to be taken from the inspecting buyer at the time of inspection itself.
- 10) Putting up daily inventory report both chamber wise as well as party wise to CEO/FHEL preferably in electronic form i.e. by email. Failing which hard copy may be submitted.
- 11) Generate any other report as and when asked for by FHEL.
- 12) Moving cargo as per written demand from client/FHEL from chamber manually/through MHE to grading and sorting hall (front or back).
- 13) Checking of cargo as per demand order before despatch.
- 14) Loading of cargo in the vehicle after making necessary entry in the stock both party and chamber wise. Proper delivery challan/gate pass is to be issued for each despatch.
- 15) Hard copies of material receipts and despatch challans and gate pass is to be provided to FHEL representative for record keeping for necessary action at their end.
- 16) Before despatch the weighment of cargo on weighing scale available at FHEL store or alternatively for full truck loads at the outside weigh Bridge is to be done on need basis. The record of the same is to be maintained and should match with the billing (cost to be incurred by the contractor on reimbursable basis against proper receipt). The cost will be passed on to the client.

1.5 The CONTRACTOR shall attend to loading/unloading of cargo for those customers who entrust the work to FHEL and shall organize the entire transactions together with handling of cargo mechanically/manually by deploying the requisite number of labour, staff and equipment.

1.6 Contractor shall monitor and report inventory levels to FHEL on daily basis.

1.7 Contractor shall ensure proper temperature, humidity & other gaseous controls for temperature sensitive and humidity sensitive cargo by issuing proper written protocol instructions to the O&M Contractor. Determination of the cargo that will be stored in temperature and humidity sensitive environment will be by mutual agreement among Customer and CEO/FHEL in writing with direction to Contractor.

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- 1.8 The contractor shall be responsible to initiate unloading and loading truck/trailer within 3 hrs of the arrival of the truck and complete within 6 hrs.
- 1.9 The contractor shall provide adequate number of trained supervisors and other workers (shift wise) at all the desired operational points at CA Store at Rai Sonipat to ensure proper operations of receiving, despatch, proper storage and Inventory Management, including performance of incidental and general services, expeditiously and to the satisfaction of FHEL officials. CEO/FHEL shall have the final say in the matter. All staff to be deployed will have to have police verification.
- 1.10 CEO/FHEL shall be at liberty to object to and require the contractor to remove forthwith from the CA Store any person employed by him if, in opinion of CEO/FHEL, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of in-charge shall be unquestionable and final and the contractor shall be under obligation to replace such a person.
- 1.11 All workers and/or personnel employed by the contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The contractor shall indemnify FHEL against liabilities arising out of the contractor's obligations on this account.
- 1.12 It shall be the duty of Contractor to acquaint himself and his staff with all safety regulations as applicable by laws, rules and regulations and they should be followed at all time by the Contractor.
- 1.13 The data entry, supervisory personnel, forklift operator and loading/unloading gang must be deployed in all the three shifts everyday as without fail.
- 1.14 The data entry personnel deployed must be trained in use of computers. All the staff deployed for feeding of data through hand held terminals/PCs should have minimum inter qualification (12th pass). The contractor will be held responsible for any damage/loss to the equipment and suitable damages will be levied. Contractor will also be held liable for wrong feeding of data resulting in non-traceability of cargo.
- 1.15 The supervisory personnel posted at the CA Store shall fully acquaint themselves of the system of working at all places in the store. They shall maintain proper record in the prescribed Proforma or registers.
- 1.16 Contractor shall be responsible for proper charging of MHE and their maintenance from the AMC/CAMC contractor Godrej appointed by FHEL.
- 1.17 Contractor shall be responsible for proper hygiene in the store by keeping close coordination with the Housekeeping contractor appointed by FHEL.

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- 1.18 Contractor shall keep daily protocol records for all the chambers in physical (as per FHEL instructions) and also on computer in excel sheet for later reference. The physical copy is to be put up to CEO/FHEL and any aberration noticed is to be highlighted on urgent basis WITHOUT FAIL.
- 1.19 Contractor shall remain in close contact with the O&M contractor of all technical issues like plant operations, protocol maintenance in the chambers etc. Any dispute in this regard shall be brought to the notice of CEO/FHEL for immediate resolution.
- 1.20 Any shortage or damage to the cargo shall be the sole responsibility of the contractor and he has to make good to FHEL of the equivalent amount, if any.
- 1.21 Any damage to the property due to the negligence of contractor personnel is to be made good to FHEL.

2. **BRIEF DESCRIPTION OF THE WORK**

2.1: **INWARD CYCLES:**

C-1: **Inward Cargo (coming in bulk Plastic Bins) Handling (Unloading from vehicle and shifting and stacking in CA Chambers/any other nominated place in the CA Store.**

- a) **With individual Bin Weighment**
- b) **Without individual Bin Weighment**

The vehicle loaded with cargo laden bins will report at FHEL gate and a serial number will be allotted to each vehicle. Based on this serial number **allotted by the security staff**, the loaded vehicle will be taken to the nearby weighing bridge **for weighment**. Handling contractor to depute his person for weighment purpose and also to get the weighment slip signed from the customer.

After weighment of the vehicle, the vehicle is to be placed on the dock for unloading. In this case unloading will be done on first-cum-first serve basis. For any changes in the unloading pattern the consent of the operation in-charge has to be taken. The handling contractor has to ensure that all the vehicles that have arrived at FHEL premises have been given serial number by the security staff and only after the allotment of number the vehicle will be taken to the weighing bridge **for weighment**.

After the placement of vehicle in the dock for unloading, the bins will **then be** unloaded by the handling contractor on the floor and these bins will be then properly stacked and shifted into the nominated chambers. Incase required, the bins will also have to be weighed individually before shifting to CA chambers. On the unloading of the vehicle the unladed vehicle will be taken to the same weighing bridge for weighment. In this way the gross weight



handled will be known **and a** weighment slip will be generated.

The handling contractor has to get the slip signed by the representative of the customer, countersign the same, and keep the copy signed by both the parties in record keeping after counter sign by FHEL official/officer. Further the handling contractor has to certify the total number of bins received in each vehicle and get it countersigned by the customer and keep the same in records after counter signature. Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

The details of material received are to be captured both in physical form & also on computer for purpose of inventory management & reporting / monitoring purposes as per FHEL guidelines.

C-2: Inward Cargo Handling (CFB Cartons Handling without grading and sorting on machine)

- A) Without Sorting i.e. counts, grades and quality.**
- B) With Sorting i.e. counts, grades and quality.**

The vehicle loaded with fruit laden CFB cartons will report to FHEL gate and a serial number will be allotted to the vehicle. Based on this serial number **allotted by the security staff**, the loaded vehicle will be taken to the nearby weighing bridge **for weighment**. After weighment of the vehicle the vehicle will be placed on the dock for unloading.

In this case unloading has to be done on first cum first serve basis. For any changes in the unloading pattern the consent of the operation in-charge has to be taken. The handling contractor has to ensure that all the vehicles that have arrived at FHEL premises have been given serial number by the security staff and only after the number has been allocated, the vehicle has been taken to the weighing bridge **for weighment**. After the vehicle has been placed in the dock for unloading, the boxes will be unloaded in to bins/pallets by the handling contractor, the contractor has to ensure seamless supply of empty bins, these bins will then be properly stacked and the bins/pallets will be shifted into the nominated chambers. After unloading of the vehicle the empty vehicle has to be taken to the same weighing bridge for weighment. In this way the gross weight handled will be known **and a** weighment slip will be generated.

The handling contractor has to get the slip signed by the representative of the customer, countersign the same, and for record. Further the handling contractor has to certify the total number of boxes received in each vehicle and get it countersigned by the customer and keep for records after counter signature.

Irrespective of the interval of time elapsed between different parts of these



operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

The detail of material received is to be captured both in physical form & also on computer for purpose of inventory management & reporting / monitoring purposes as per FHEL guidelines.

C-3: Inward Cargo Handling by unloading cargo from trucks on Floor/Pallets/Bins and moving them to chambers manually/with the help of MHE:

Unloading cargo packages (of any dimension, size and weight) from vehicles & Stacking them on pallets / floor / bins segregating them by size / grade / quality. Weight to be taken for unloaded cargo packages & collection of the sample for the testing as per direction of FHEL representative. Preparation of cargo data capture sheet, carrying the cargo packages and stacking the same at nominated stack at any place of CA store including chambers.

Repacking of the torn packages, if any, as per the directions of FHEL representative and placing them on the pallets. Moving the loaded pallets using forklift or power pallet trucks or hand pallet trucks upto the door of the chamber and manually moving the packages from the pallets into the chamber and placing them on ground floor or mezzanine floors in the chamber as per the loading plan.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

The details of material received are to be captured both in physical form & also on computer for purpose of inventory management & reporting / monitoring purposes as per FHEL guidelines.

C- 4: Inward Cargo (Crates/Bins/Boxes) Handling and running on automated grading sorting machine

The vehicle loaded with fruit **laden** crates **reports** to FHEL gate and a serial number will be allotted to the vehicle. Based on this serial number **allotted by the security staff**, the loaded vehicle will be taken to the nearby weighing bridge **for weighment**.

After weighment of the vehicle, the vehicle is to be placed on the dock for unloading. In this case unloading has to be done on first cum first serve basis. For any changes in the unloading pattern the consent of the operation in-charge has to be taken. The handling contractor has to ensure that all the vehicles that have arrived at FHEL premises have been given serial number

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by the security staff and **only after the allotment of number** the vehicle has been taken to the weighing bridge **for weighment**.

After the vehicle has been placed in the dock for unloading, the crates will be unloaded on pallets by the handling contractor, the pallets with apple **laden** crates will **then** be shifted to the conveyor belt for running the apples in the grading/ sorting machine, **while putting the** apples into the grading sorting machine inlet, the contractor has to ensure seamless supply of empty bins to the bin fillers **and** after **the** bins get filled, the handling contractor has to shift the bins, stack them properly and shift **them** to the nominated chambers. Marking on the bins as and when required.

The packing material generated as a result of the grading and sorting on machine like empty CFB cartons, trays, plastic strap, straw, papers, crates etc will have to be properly arranged and stacked at nominated place in the CA store as per the directions of the shift incharge.

After unloading the vehicle, the empty vehicle, has to be taken to the same weighing bridge **for weighment**. In this **way** the **gross** weight handled will be known and a **weighment** slip will be generated. The handling contractor has to get the **weighment** slip signed by the representative of the customer, countersign the same, and keep in record.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge on **net fruit weight** basis as per SOR rates accepted by FHEL.

The details of material received are to be captured both in physical form & also on computer for purpose of inventory management & reporting / monitoring purposes as per FHEL guidelines.

2.2: OUTWARD CYCLE:

OC 1: Outward Cargo Handling (shifting bins from chamber to the sorting area) without Loading in the vehicle

In this cycle the handling contractor will be de-stacking the bins from the chamber based on requirement given by the customer and will bring that into the area where packing is taking place.

The handling contractor has to record the total number of bins taken out and their weight get the same signed from the customer as receipt of the bins and weight and countersign the same and submit a copy to the FHEL representative for record keeping for records after counter signature.

Further the handling contractor will prepare a vehicle loading sheet with details of materials that have been loaded in the vehicle, will sign the loading sheet after loading, will get it signed by the customer and submit the same to FHEL representative who will also sign it. FHEL representative will be issuing gate pass based on this document.

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Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

OC 2: Outward Cargo Handling - manually removing packages from chambers Ground / mezzanine floors to pallets & loading them in trucks:

Removing packages from chambers (ground floor or mezzanine floors) and placing them on pallets outside the chambers as per the size or markings etc. Moving the loaded pallets using forklift or power pallet trucks or hand pallet trucks and shifting to the nominated outward stack. Weighing of cargo (of any dimension, size and weight) before loading to vehicles. Preparation of cargo data capture sheet, removal of empty pallets from outward stack to the nominated place. Repacking of the torn packages, if any, as per the directions of FHEL representative and placing them on the pallets or loading them to vehicles.

Further the handling contractor will prepare a vehicle loading sheet with details of materials that have been loaded in the vehicle, will sign the loading sheet after loading, will get it signed by the customer and submit the same to FHEL representative who will also sign it. FHEL representative will be issuing gate pass based on this document.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

OC 3: Outward cargo handling (De-stacking bins from chamber and loading of packed apples / fruit boxes in vehicle) (i.e. without sorting and packing)

In this cycle the handling contractor will be de-stacking **the** bins from the chamber based on requirement given by the customer and will bring that into the area where packing is taking place. The handling contractor has to record the total number and their respective weight of bins taken out and get the same signed by the customer as receipt of the bins and submit a copy to the FHEL representative for record keeping for records after counter signature.

The empty vehicle will report to the security, the security official will allot a serial number to the vehicle, based on the serial number given the **unloaded** vehicle will be taken to the nearest weighing bridge **for weightment**, after weightment of the vehicle, the vehicle will be placed at the loading **dock and as** per **the** requirement of the customer, the vehicle will be loaded by the handling contractor.



After loading the vehicle it will be taken to the same weighing bridge to determine the **gross** weight handled by the handling contractor. The handling contractor will get the weighment slip showing **gross** weight handled **duly** signed by the customer **and** countersign the same and submit the same to available FHEL representative **who will also sign it.**

Further the handling contractor will prepare a vehicle loading sheet with details of materials that have been loaded in the vehicle, will sign the loading sheet after loading, will get it signed by the customer and submit the same to FHEL representative who will also sign it. FHEL representative will be issuing gate pass based on this document.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

OC-4: Outward cargo handling (Weighment of spoilage and dumping the same)

In this cycle the labour will be provided **by** the handling contractor will collecting spoiled **fruits** from the place where packing of apple is taking place. In this case the **fruit** spoilage will be collected from each customer and will be weighed separately.

The handling contractor will ensure **that** the spoilage weighment **take** place in **the** presence of the customer **and** day wise, customer wise record of **fruit** spoilage has to be maintained by the handling contractor. The handling contractor should also ensure that daily weighment has been duly signed by the representative of the customer. A copy duly signed by the handling contractor and representative of the customer have to be submitted to available FHEL representative for record keeping **after signature**. After weighment of the spoilage, the same has to be dumped in the backward of FHEL.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

OC-5: Outward cargo handling (De-stacking of bins and loading boxes in the vehicle after packing by the party)

The empty vehicle will report to the security, the security official will allot a serial number to the vehicle, based on the serial number given, the unloaded vehicle will be taken to the nearest weighing bridge **for weighment**, after weighment of the vehicle, the vehicle will be placed at the loading dock.



In this cycle the handling contractor will de-stack (**laden** with boxes) from the chamber and the bins will be brought to the loading area **and the** boxes will be loaded in to the empty vehicle. The contractor will record the total number of bins taken out and take their weight and get it signed by the customer as receipt of material counter sign the same and submit it to FHEL's representative.

As per requirement of the customer the vehicle will be loaded by the handling contractor, **after** loading the vehicle it will be taken to the same weighing bridge to determine the total **gross** weight handled by the handling contractor. The handling contractor will get the weighment slip showing **gross** weight handled **duly** signed by the customer **and** countersign the same and submit the same to available FHEL representative **who will also counter sign it.**

Further the handling contractor will prepare a vehicle loading sheet with details of materials that have been loaded in the vehicle, will sign the loading sheet after loading, will get it signed by the customer and submit the same to FHEL representative who will also counter sign it. FHEL representative will be issuing gate pass based on this document.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid a consolidated charge as per SOR rates accepted by FHEL.

OC-6: Bin & Crate Washing:

Shifting / de stacking of empty bins from the CA chamber / Washing Area / nominated place to the washing line and to provide manpower for washing of empty bins (inclusive of tools/equipment, pipe, nozzle, pressure pump, cleaning materials, disinfectants / chemicals to prevent fungus etc. as required during the washing of empty bins is also to be provided by the contractor), Segregate the Damaged / Unused Plastic Bin / Wooden Bin & Shifting & Stacking the same at any nominated place in the CA store.

Irrespective of the interval of time elapsed between different parts of these operations, the work described above shall constitute one cycle of activity for which the contractor will be paid as per SOR rates accepted by FHEL.

2.3 Out of the Cycle works

OUT 1: Loading of empty bins from anywhere in the CA premises into the trucks and preparation of data capture sheet as instructed by shift in charge. Rates to be quoted on per bin basis.

OUT 2: Loading of empty crates in the trucks and preparation of data capture sheet. Rates to be quoted on per crate basis.



OUT 3: For any other allied work related to operation providing of labour on per day wages basis.

OUT 4: For any other allied work related to operation providing of forklift operator on per day wages basis.

OUT 5: Loading / Unloading of Bulk Packing i.e. packages above 50 kgs e.g. in case Rice or any other product not covered in C3 / OC2 above.

2.4 Store Management Cycle (SMC 1):

The appointed contractor is expected to perform all the activities pertaining to day to day running of the store. Which include supervision by deploying qualified staff, data entry by deploying qualified staff, arrangement of experienced labour for loading and unloading, experienced license holder forklift operator etc round the clock.

The contractor will be responsible for receiving of material from the clients, unloading it and shifting it into chambers for storage (manually or through MHE), after proper marking the packages/ bar coding the packages, as per the agreed requirement/protocols and issuing proper and accurate material receipt to the party with copy to FHEL representative. Both physical and e-record of the same is to maintained for future working. Convey to technical department in writing of the protocols to be maintained in a particular chamber. Keep daily record of temperature, Relative Humidity, O₂ & CO₂ in the chambers. Immediately bring it to the notice of CEO/FHEL in case of aberration, if any. Shortages and damaged material details are to be provided to the buyer as well as FHEL writing and digitally if possible within 24 hrs. arrange for repacking of damaged packing and keep it along with the balance material for inspection by buyer on later date.

The contractor will also be responsible for making samples available to the clients as and when required (rates to be charged will be as per SOR Cycle C3 & OC2 Store loading and unloading rates). Cost if any to be recovered as per SOR from the client's buyer. Arrange for retrieval of material from the chambers as per demand order of the clients loading of the same in the client's vehicle. Preparation of dispatch documents on behalf of FHEL like, delivery challan, gate pass, invoice etc. He will also be responsible for the accuracy of the same and in event of any loss to FHEL will make good to the company.

Arrange for washing of Bins/pallets etc as required by FHEL. He will be responsible for overall cleanliness and hygiene of the store. Coordinate with O&M Contractor for any technical issue, with housekeeping contractor for



cleanliness and with Godrej for MHE upkeep. He will also be responsible for charging of the MHE all the time.

All the vehicles coming to and moving out of the store are to be weighed on the nearby weighbridge or in the store itself (for smaller loads) and the records of the same are to be preserved for future reference if required.

3. Specific Responsibility of the Contractor:

- i. Loading/ unloading of any other product, packing material, equipment etc. Shifting of the unloaded produce by material handling equipment like Electric Forklifts, Electric Stackers, Pallet trucks, Hand trolleys or if required manually.
- ii. Packing also includes pasting stickers/Putting Store identification on the produce/cargo/material, if required.
- iii. The contractor is required to do sorting/grading/packing as per FHEL requirement and to the satisfaction of FHEL
- iv. Sorting and placing of empty cartons, pallets, trays etc in a proper manner as per FHEL requirement and to keep all the material at the specified place.
- v. Bringing packing material from storage room/place and keeping back the left over in storage room/place.
- vi. All workforces engaged for handling of fruits and vegetables will also be required to follow protocols laid to ensure hygienic environment.
- vii. **Material Handling Equipment (MHE):** For execution of work FHEL will provide 6 nos. of 3.0 MT battery operated forklifts and two electric stackers of 1.0 MT each, 02 nos. power pallet truck. In addition to this pallet trucks and trolleys are also available. For maintenance and supply for running these MHE's CAMC/AMC has been placed by FHEL on OEM. However, manning and operation of same will be in scope of Service provider. If FHEL extends any help in manning the equipment, the charges for same will be debited to the service provider.
- viii. Incoming and outgoing cargo will have to be weighed on need basis as per instructions of officer in-charge of FHEL.
- ix. The contractor is required to engage fully skilled Supervisors (minimum 12th pass). They will be responsible for supervising the work and maintaining log books as per instruction from FHEL officer-in-charge. Before deputing, the contractor shall ensure that none of the person engaged by him in the premises of FHEL is involved in any criminal activities and have a clean police record. Similar procedure is to be followed for Graders and other workmen also. The contractor is to give an undertaking that he will indemnify



FHEL and will be fully responsible in case any of the employee of the contractor is involved in any criminal activities.

- x. The contractor is required to provide protective clothes suitable for working in cold store, Aprons, disposable hand gloves, disposable caps for working in CA to all his workmen. All the workmen should be provided with identity card. Workmen engaged will not be allowed to work without compliance with above measures.
- xi. Fork Lift Operator must have a valid driving license with minimum 3 years' experience.

4.0. Quantum of Work:

Total volume of incoming cargo (fruits and vegetables or other products) is expected up to 15,500 MT approx.. Equal volume of cargo will have to be dispatched.

Peak load: for inward cargo peak load may go upto 250 MT per day while for despatches i.e. outward cargo peak load may go up to 250 MT / day.

As mentioned above, there would be variation in work load on day to day basis, on month to month basis. The sorting, grading and packing work load will also keep on changing depending on the supply/demand for the material/produce. The contractor should be capable and prepared to organise resources as per requirement of work load at short notice. If required, the contractor will have to work round the clock or engage more resources. No vehicle should be kept waiting for unloading or loading due to non-availability of manpower.

Note:

- A. THE CONTRACTOR SHALL KEEP HIMSELF WELL - INFORMED AT ALL TIMES OF THE EXPECTED CARGO ARRIVAL / DESPATCH AND UNLOADING / LOADING REQUIREMENTS THROUGH REGULAR INTERACTION WITH THE CONCERNED FHEL STAFF / OFFICIAL.**
- B. SCOPE OF WORK AND QUANTUM CLEARLY INDICATES THAT IN ORDER TO PERFORM THIS JOB, CONTRACTOR IS REQUIRED TO ENGAGE SKILLED MANPOWER FOR WORKING ON AUTOMATED SORTING GRADING MACHINES, AUTOMATED PACKAGING MACHINES AND MATERIAL HANDLING EQUIPMENTS. SKILLED / SEMI-SKILLED MANPOWER FOR SORTING OF FRUITS/VEGETABLES AND UNSKILLED MANPOWER FOR LOADING / UNLOADING AND SHIFTING ACTIVITIES SHALL BE REQUIRED.**
- C. PLEASE NOTE THAT THE VOLUME OF WORK IS ONLY AN ESTIMATED PROJECTION. PAYMENT WILL BE RELEASED ONLY FOR ACTUAL WORK DONE AS PER SOR RATES ACCEPTED BY FHEL.**

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THE CONTRACTOR CAN NEITHER REFUSE TO EXECUTE CONTRACT ON ACCOUNT OF VARIATION IN VOLUME NOR CAN CHANGE RATES DUE TO REDUCTION IN VOLUME.

- D. FOR SORTING AND GRADING, THE CONTRACTOR WILL HAVE TO DEPLOY THE WORKFORCE HAVING KNOWLEDGE ABOUT FRUIT/VEGETABLES VARIETIES AND ALSO EXPERIENCE IN SORTING, GRADING AND PACKAGING AS PER ACCEPTED NORMS.**
- E. THE POLICE VERIFICATION REPORT OF THE MANPOWER ENGAGED AND THEIR OTHER CREDENTIALS SPECIFICALLY OF SUPERVISORS AND GRADERS SHOULD BE PROVIDED BY THE CONTRACTOR FOR INSPECTION BY FHEL AS AND WHEN REQUIRED.**

5. CONTRACTOR'S OBLIGATIONS with regard to:

5.1 CA Store Management:

- i. The contractor engaged for CA Store Management will observe and abide by all the statutory laws and rules, including safety norms, made by Central / State Governments in regard to cargo handling / CA Store Management.
- ii. The Contractor shall be required to handle the quantities per day as may be specified by FHEL from time to time.
- iii. For evaluation of performance and damage purpose, the contractor is required to execute handling of the quantities communicated by FHEL from time to time on a daily basis, but not later than 0800 hours of the next day.
- iv. However, given the market changes, the contractor should be prepared to execute 10% additional (above peak load) quantities per day during the first year of work, and 20% during the subsequent years, subject to a prior written notice of three days in advance to be given by FHEL.
- v. In case of failure to comply with the instructions of FHEL regarding quantities to be handled, damages of upto Rs. 5,000/- per failure per 24 hrs may be levied by the CEO/FHEL till the orders are complied with. Further, FHEL will have the discretion to get the un-complied orders executed by any other suitable agency at the risk and cost of the contractor, if business so warrants, as per the discretion of CEO/FHEL.
- vi. Every inward and outward cargo/consignment must have proper packaging and stacking. The contractor shall ensure that no cargo is de-stuffed/stuffed to/from vehicles without due verification of packaging condition/documents / weighment slips etc.
- vii. In case of an accident during cargo operations, the contractor shall also be liable to pay the compensation/claims arising out of any damage to the cargo,



bins, handling equipment and plant & machinery, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages occurring due to such mishaps. FHEL reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in consultation with FHEL against these unforeseen events.

- viii. The contractor shall not carry out any direct business dealing with any customer of FHEL without prior approval of FHEL. The contractor shall not receive or hand over any cargo within the FHEL premises to any customer of FHEL directly, without prior approval of FHEL in writing.
- ix. In case the contractor fails to promptly substitute tools/tackles/manpower and in case alternative arrangements are made by FHEL, it will be on the contractor's sole risk and cost, till suitable arrangement is provided by the contractor or the cycle of activity as initiated under alternative arrangements gets completed, whichever comes later.
- x. The decision of FHEL as to the extent of expenditure incurred and/or loss sustained by FHEL in this regard shall be final and binding on the contractor. FHEL shall have the right to recover such expenditure and loss as sustained by it from the security deposit or pending bills of the contractor.
- xi. The contractor will be informed about the arrival of trucks on daily basis. Contractor will have to ensure unloading/loading of material from/to the vehicles within 6 hrs from the time of reporting at CA store facility. A penalty of Rs. 500/- per vehicle may be charged for any delay beyond 6 hrs and penalty of Rs. 1000/- per vehicle may be charged beyond 12 hrs. delay. In case contractor fails to unload the material within 24 hours FHEL may arrange for unloading of the material through an alternative source at contractors risk and cost. Gate in and gate out time may be taken as benchmark for levi of penalty if any. Penalty will be imposed by CEO/FHEL or as per the written permission from him.
- xii. After the chamber gets fully filled with bins/Cargo the contractor will ensure that the door of the chamber has been properly locked/closed i.e. all the screw locks are tightened and the chamber is locked. One key of the lock will be with the contractor and one with the client/FHEL Security.
- xiii. Contractor will be fully responsible for any pilferage or shortage of Cargo/fruit claimed by the client, if any. Contractor will fully indemnify FHEL in case of any claim lodged by the clients with FHEL or in the court of law. Further, after completion of loading in chambers the contractor will communicate in writing to the O&M Contractor with copy to operations incharge that the chamber needs to be sealed and

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cooling/CA conditions has to start. Failure to close the chamber will attract a penalty of Rs. 2000/- per case beyond 12 hrs. delay.

- xiv. As operations incharge will be providing daily arrival details to the contractor arranging of the adequate labour and fork lift operators is the responsibility of the contractor. For any delay in the operations activity CEO/FHEL may impose a penalty upto Rs. 5,000/- per day basis. In emergent cases FHEL may also arrange for additional labour and fork lift operators on contractors risk and cost.
- xv. Procedure for starting and stopping of the cooling in the chamber at the time of filling / withdrawal of material: On day to day basis the contractor will be required to open and close the chambers for filling of chambers or delivery of material to the clients. For this purpose the contractor will keep in touch with the in-charge of O&M contractor and operations and will give written request for opening of chambers. Further, while closing also the contractor will communicate in writing that the chamber needs to be closed and the cooling can be resumed. Failure will attract a penalty of Rs. 2000/- per case.
- xvi. The penalty provisions will be invoked only with permission from CEO/FHEL. Further, CEO/FHEL may waive the penalty on merits as per his discretion.



5.2 **CONSEQUENCES OF NON PERFORMANCE:**

- 5.2.1 Damages may be recovered from the contractor for repeated unsatisfactory performance in addition to the damages prescribed in the respective paras above upto Rs.5,000/- per instance, by CEO/FHEL.
- 5.2.2 However, additional damages for unsatisfactory working will be imposed only after serving a Show Cause Notice, whereas damages under other clauses can be imposed by giving intimation to the Contractor.
- 5.2.3 All the damages will be imposed by the CEO/FHEL and the same will be deducted from the monthly bill of the contractor. FHEL may also deduct the damages from the Security Deposit, incase monthly bills are short of damages amount. In such a case, the contractor shall have to make good the Security Deposit within a period of three days of the intimation to him.

6. **INCIDENTAL WORK:**

General duties may also have to be performed by the contractor for which **no separate payment will be made.**

S. No.	<u>Activity – CA Store Cargo Handling</u>
1	Moving loaded/empty cargo bins and pallets / crates within CA Chamber / CA store premises for convenience of handling.
2	Shifting / stacking upto 09 height empty crates/bins/pallet for cleaning/washing/repairs within FHEL premises.
3	Keep the FHEL operational area neat and tidy.
4	Providing periodical information and statements about cargo handling in formats specified by FHEL.
5	Providing timely information about cargo transportation through means or equipment specified by FHEL.
6	Covering / uncovering cargo and packaging materials kept outside covered area with tarpaulins, plastic sheets.
7	Any other incidental work related to handling (stuffing/de-stuffing) of cargo
8	Spillage of oils, dusts, grease, mud etc. in the CA store operational area due to negligence of contractor's workmen should be removed by the contractor.
9	Shifting of empty carton / tray within CA store premises for convenience of handling.
10	Unloading / loading of empty carton / tray / PP Strap roll / Stickers / Foam net / Pallet from vehicle & shifting within CA store premises for convenience of handling.
11	Stacking of empty bins in chambers as per instruction of operations officials
12	Stacking of Pallets as per instruction of Operation Officials.
13	<u>Packing also includes pasting stickers, Putting Store identification on the produce/cargo/material, if required.</u>



CHAPTER IV

GENERAL CONDITIONS

1. DEFINITION:

- 1.1 **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.2 **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the FHEL.
- 1.3 **Name of Tender:** means the work i.e. Cargo handling at CA store at Rai, Sonipat, for which the tender is being floated.
- 1.4 **Pre Qualification Bid:** Pre qualification bid means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- 1.5 **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- 1.6 **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 1.7 **Vehicle:** Vehicle shall mean various types of open trucks, pick-ups, MCV, HCV, Refrigerated vehicles etc. registered with District/Road Transport Authorities of any State within India having valid permits to ply on roads.
- 1.8 **Unsatisfactory Performance:** The unsatisfactory working will include the following:
- Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - Failure to provide manpower in consonance with work requirement for a continuous period of (5) five days.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Officer In-charge/FHEL.
 - Breach of terms of the contract.
- 1.9 **Mandi:** A market place where storage and sale of agriculture or horticulture commodity cargo, with its stuffing and de stuffing facility is available.
- 1.10 **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the FHEL, and shall include his employees, agents, etc.

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- 1.11 **FHEL:** FHEL means 'Fresh & Healthy Enterprises Ltd.' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.
- 1.12 **Laws:** Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 1.13 **Taxes :** Cess Tax, GST, Entry Tax and any other tax, levy, Fee, Cess imposed by Government, from time to time, on cargo management, etc.
- The Contractor / Tenderer / Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to FHEL. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will be attracted or whether IGST will be attracted along with rate thereof.
 - The Contractor/Tenderer/Vendor indemnifies FHEL, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by FHEL, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor will get payment of amount of tax only after the Credit thereof is received by FHEL in the electronic credit ledger on GSTN. In case the Contractor/Tenderer/Vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to FHEL with relevant documents.
 - The Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST and filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the FHEL.
 - In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the FHEL.
 - If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the FHEL and propose amendment to this Agreement so as to pass this incremental benefit to FHEL which puts it in the same financial position

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as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.

- Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor undertakes to indemnify the FHEL for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the FHEL.
- (Note: CEO is authorized to release 'on-account' payment upto an extent of 80% unless there are reasons to believe that actual bill after assessment may be much less. However, no 'on-account' payment would ordinarily be made during the last three months of the validity of the Contract.)

1.14 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of FHEL in a particular catchments area.

2. RATE REVISION CLAUSE

2.1 The contracted rates shall remain operative throughout the contract period except for variation in minimum wages notified by Central/State Govt. in which the work place is located. The staff is to be taken under the semi skilled workers category. FHEL on contractor's request will increase or decrease at six monthly frequency @ 0.3% for every 1% increase or decrease in minimum wages due to any government notification etc. duly supported by documentary evidence.

2.2 First rate revision would be done only after **(6) six** months of commencement of contract, w.e.f. 1st of the month following completion of (6) six months of commencement of contract. Subsequent rate revisions would be after six months interval thereafter. For instance, if a contract commences for a period of four (4) years on, say, 16th April 2009, there will be seven rate revisions due during (4) four years period. 1st rate revision would be due w.e.f. 1st Nov, 2009, 2nd w.e.f. 1st May 2010 and 3rd w.e.f. 1st Nov, 2010, and so on.

The rate revision would be regulated by the following formula:

For 1st rate revision

$$\% \text{ increase in contract rates} = (P_1 - P_B) / P_B \times 100 \times 30/100$$

where

P₁ = Minimum wages on 1st of the month following completion of initial **five** months of contract (as applicable in city of contract); and

P_B = Minimum wages on the last date of submission of tender (in the city of contract).



For subsequent six monthly rate revisions
 % increase in contract rates = $(P_N - P_{N-1}) / P_{N-1} \times 100 \times 30/100$
 where

P_N = Minimum wages on 1st day of the previous month of the due date of nth escalation (as applicable in city of contract); and
 P_{N-1} = Minimum wages on 1st day of the previous month of (n-1)th escalation (as applicable in the city of contract).

- 2.2 The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case FHEL management decides to extend the original contract period, FHEL may negotiate the rates with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates for another 4 (four) months, beyond the initial contract period, to enable FHEL to finalise alternative arrangements.
- 2.4 In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective. In case of above example, the base date for extended period will be 16 April 2013 and the reference base rate of Minimum wages (P_B) for further extended period shall be 16.4.2013 and relevant contract rates shall be negotiated rates arrived at for extended period.

Illustration:

Suppose the Minimum wages on the date of submission of the tender mentioned above was Rs.4382 per month and it is Rs.4401 per month on 1st October, 2009. According to the formula, %age increase in contract rates will be as under:

For 1st rate revision (w.e.f. 1.11.2009)
 = $(P_1 - P_B) / P_B \times 100 \times 30/100$
 = $(4401 - 4382) / 4382 \times 100 \times 30 / 100$
 = 0.13% i.e. an increase of 0.13% in the originally accepted contract rates on which rate revision is specifically provided for in the contract.

For second six monthly rate revisions w.e.f. 1st May, 2010, let the Minimum wages rates as on 01.4.2010 be Rs.6448 per month. Then, in this case:
 = $(P_N - P_{N-1}) / P_{N-1} \times 100 \times 30/100$
 = $(P_2 - P_1) / P_1 \times 100 \times 30/100$
 = $(6448 - 4401) / 4401 \times 100 \times 30/100$
 = 13.95% i.e. an increase of 13.95% over the rate accepted during the previous revision.



3. **CHANGE IN BUSINESS PATTERN:** In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from FHEL on this account.

4. **TERMINATION OF THE CONTRACT**

4.1 In the event of *repeated instances of* unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of FHEL (who shall be the sole judge and whose decision shall be final), it shall also be open to FHEL to terminate this contract by giving not less than (7) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, FHEL shall be entitled to terminate the contract as a whole or in part.

4.2 In the event of such termination of the contract, FHEL shall be entitled to:

- (i) Forfeit the security deposit as it may consider fit;
- (ii) Get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time FHEL is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by FHEL in getting the work done and damages which FHEL may sustain as a consequence of such action.

4.3 If the extra expenditure incurred by FHEL *on account of unsatisfactory performance of the contractor as mentioned in paragraphs above* is more than the Security Deposit *proposed to be forfeited*, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by FHEL under this or any other contract or otherwise. The contractor shall have no claim whatsoever against FHEL, in consequence on such recoveries or termination of the contract, as stated above.

4.4 The certificate of FHEL Official, Incharge SONIPAT, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.

4.5 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, FHEL will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

5. **Debarring of Business Dealings:**

- In the event of premature termination of contract in terms of provisions of clause 4 above FHEL shall also be entitled to Debar the contractor for participation in future tenders of FHEL for a period as deemed fit ranging from one (1 to three (3) years.
- Further, in case if it comes to the notice of FHEL that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get

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the contract or during the pendency of the contract, in all such cases FHEL in its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 4, sub clause 4.2 to 4.4 above (Termination of Contract) will become applicable.

5A. PROHIBITION AGAINST TAKING WORK FROM FHEL / GOVERNMENT SERVANTS

5A.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Government of India or State Government or FHEL or any other PSU's under Ministry of Railways is allowed to work as a contractor or contractor's employee for a period of two years immediately after his retirement / resignation from Government service without the prior permission of the Government of India or State Government or any other PSUs under Ministry of Railways as the case may be. The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission as aforesaid before submission of the tender or engagement in the contractor's service.

5A.2 Should a Tenderer or Contractor have a relative employed in Managerial Capacity in FHEL or any other PSUs under Ministry of Railways or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the FHEL or any other PSUs under the Ministry of Railways, the authority inviting tender shall be informed of the fact at the time of submission of tenders, failing which the tender shall be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in the tender document.

6. CUSTOMER'S RIGHT

The tenderers are informed that subject to the approval of FHEL, all customers of FHEL will have the option of loading their cargo through their own arrangement in case it suits their requirements.

7. CONTRACTOR'S RESPONSIBILITIES & DUTIES

7.1 The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at RAI SONIPAT, (where they want to work), the industrial areas in and around CA store /RAI SONIPAT. They are also advised to familiarize themselves with the procedures and method of working of the FHEL, RAI SONIPAT. The tenderer can visit the said FHEL premises on any working day prior to submitting the tender and acquaint himself of these aspects.

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- 7.2 The contractor shall not independently operate in the business of cargo handling in the said CA store, FHEL, RAI SONIPAT. Damages to the extent of Rs.10,000/- per case may be imposed on the contractor, if any such case comes to the notice of FHEL management and if FHEL management is reasonably convinced about the same. The decision of the CEO/FHEL, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.
If sufficient reasons are found to establish that the contractor is doing business directly with FHEL customers or other agencies with lower rates for the same activity then the same (lower) rate will become payable/paid to him.
- 7.3 The contractor is expected to monitor various operational activities and supply information of all activity cycles and job compliances to FHEL on a daily basis in the format as may be prescribed by FHEL management of the CA store, FHEL, RAI SONIPAT from time to time.
- 7.4 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep FHEL indemnified against liabilities arising out of the contract on this account.
- 7.5 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-
- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - (iv) The Minimum Wages Act 1948.
 - (v) The Payment of Bonus Act 1965.
 - (vi) The Payment of Gratuity Act 1972.
 - (vii) The Payment of Wages Act 1936.
 - (viii) The Motor Vehicle Act.
 - (ix) The workmen's compensation Act 1923.
 - (x) Factory Act 1948
 - (xi) Equal Remuneration Act 1976
 - (xii) Industrial Dispute Act 1947
 - (xiii) Employment of Children Act 1938
 - (xiv) Any other applicable law



- 7.6 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and other laws.
- 7.7 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify FHEL against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in FHEL.
- 7.8 The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at FHEL premises duly screened and verified, preferably through police verification. FHEL shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of FHEL such person's conduct is not commensurate with the requirements, discipline, decorum and decency of FHEL and/or the person is not desirable with proper performance of the work.
- 7.9 The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 7.10 The contractor shall provide adequate number of trained supervisors and other workers at all the desired operational points to ensure proper and timely completion of activities, including performance of incidental and general services, expeditiously and to the satisfaction of FHEL officials. Officer In-charge of the FHEL, RAI, SONIPAT shall have the final say in the matter.
- 7.11 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components/tools etc. should also be provided by him so that the work is not hampered at the CA store.
- 7.12 The contractor will be required to keep premises neat and clean in all respects. The contractor should also be equipped with suitable fire fighting arrangement in the operational area nominated for them within the FHEL premises.
- 7.13 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, FHEL is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of FHEL due to the contractor's failure to fulfill his statutory

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obligations under the aforesaid Acts and the Rules, FHEL shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of FHEL under relevant sections of the concerned Acts. FHEL shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by FHEL to the contractor whether under the particular contract or otherwise, FHEL shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to FHEL security for all costs for which FHEL might become liable in contesting such claim. The decision of FHEL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.

- 7.14 If FHEL, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

8. EMPLOYEES PROVIDENT FUND & ESI

- 8.1 It will be the responsibility of the respective contractors to obtain separate code (identification number) for deposit of PF and ESI dues, with the concerned authorities directly, prior to commencement of work.
- 8.2 The onus of deposit of PF/ESI dues shall be on the contractor. Payment against contractor's bills will be released only when notarized copies of relevant challans, PF Registration/Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 8.3 It shall be mandatory for the contractor to obtain ESI and PF registration, and to obtain (or at least apply for) labour license before the commencement of the work. (To enable the Contractor to apply for labour license, necessary certificate of award of work shall be given by FHEL)

9. LICENCE/PERMISSION/REGISTRATION

Wherever any License/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such License/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or FHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent

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Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against FHEL by Contractor shall be entertained by FHEL for any breach of the provisions/Acts or laws by the contractor.

10. JOINT SURVEY:

Situations may arise during the course of cargo handling there is an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of FHEL/Consignor/ Consignee/Insurance Company, etc. for assessment of loss/damage to cargo. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by FHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against FHEL, which come to FHEL under all such situations. The contractor may undertake to repair the damaged crates, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of FHEL or to the owner of the crates at the time of accident.

11. SAFETY

- 11.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding CA store operation similar to an industrial premises. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 11.2 The contractor shall indemnify FRESH & HEALTHY ENTERPRISES LTD. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 11.3 No unauthorized person should be allowed to work on the machines /equipments. The fork lift operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the forklift. Copy of license to be submitted.

12. LIABILITY

- 12.1 The contractor shall be liable to compensate FHEL for all damages, losses and claims in respect of damages / injuries to cargo or to Customer or to any

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other person or damages to property belonging to FHEL and / or to other property belonging to the consignee/consignor, whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by FHEL and shall be recovered from pending bills or Security Deposit or Bank Guarantee under this or any other contract of the contractor with FHEL for any other place/location.

- 12.2 FHEL will not be liable to pay any compensation to the staff/labour of the contractor for the injuries / death while performing duty. In case FHEL is to incur any liability, the same will be recovered from the contractor.

13. PAYMENTS

- 13.1 Subject to any deductions, which FHEL will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for various cycles of activities performed by him at the end of the cycle, at rates finally accepted by FHEL. The procedure for billing and payment will be as follows;
- 13.2 The contractor, immediately after completion of the work as per cycles defined in SOR, submit in writing to enable FHEL to issue the Work Done Statement, which should be enclosed along with the monthly bills for the work done. Bills will not be entertained without the Work Done Statement.
- 13.3 In case of combined cycle activities defined in Scope of Work, the payment will be made at the successful completion of each cycle and on the basis of per CA chamber stuffed or de-stuffed and the proportion for payment as per tonnage recorded at the in-house weighbridge after each cycle completion will be decided by FHEL official In-charge.
- 13.4 The contractor shall prepare and submit monthly bills in prescribed forms based on the quantum of work during the previous month to the Officer In-charge of FHEL. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/penalties / damages / fines / recoveries due, **including TDS and/or any other levies at the prescribed rates.** The aforesaid payment of the bill will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 13.5 FHEL will have the right to recover any over payment which might have been made to the contractor by FHEL through inadvertence, error, etc., or any cause, whatsoever from handling bills and from the security deposit or any other amounts due to him. In the event of any such recoveries / adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within fifteen days of payment to this effect, failing which FHEL will be at liberty to deduct the said amount from the future bills.



13.6 Tax as and wherever applicable will be paid to the contractor on submission of detailed workings. The contractor after payment of the Tax to the concerned authorities shall submit the Challan to the FHEL on a month to month basis.

13.7 Taxes : Cess Tax, GST, Entry Tax and any other tax, levy, Fee, Cess imposed by Government, from time to time, on cargo management, etc.

- The Contractor / Tenderer / Vendor undertake to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to FHEL. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will be attracted or whether IGST will be attracted along with rate thereof.
- The Contractor/Tenderer/Vendor indemnifies FHEL, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by FHEL, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor will get payment of amount of tax only after the Credit thereof is received by FHEL in the electronic credit ledger on GSTN. In case the Contractor/Tenderer/Vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to FHEL with relevant documents.
- The Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST and filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the FHEL.
- In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the FHEL.
- If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the FHEL and propose amendment to this Agreement so as to pass this incremental benefit to FHEL which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.
- Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor undertakes to indemnify the FHEL for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the FHEL.

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- (Note: CEO is authorized to release 'on-account' payment up to an extent of 80% unless there are reasons to believe that actual bill after assessment may be much less. However, no 'on-account' payment would ordinarily be made during the last three months of the validity of the Contract.)

14. TIME LIMIT FOR SUBMISSION OF BILLS

- 14.1 The contractor shall make a claim for the services rendered under this contract to FHEL within (4) four months of such service along with document in support of labour compliance and as prescribed under other relevant laws. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 14.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by FHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 14.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the CEO/FHEL notwithstanding what has been laid down in the Clause on Payment. The decision of the CEO/FHEL shall be final and binding on the contractor.

15. PAYMENT AGAINST ADDITIONAL OR EXTRA OR SUBSTITUTED SERVICES

- 15.1 The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by FHEL, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations.
- 15.2 The rates for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:
- (i) As far as possible, the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.



- (ii) If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (Cargo/Container Terminal) nearby would be applicable.
- (iii) If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by FHEL and accepted by the contractor.
- (iv) The decision of the Competent Authority, FHEL with respect to the rates for extra/ substituted items of work will be final and binding.

16. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

17. EXIT CLAUSE

FHEL will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

17A. JOINT PROCEDURE ORDER

The official incharge of Operations & Contractor will draw a joint procedure for implementation of this contract in which a system of documentation etc will be decided upon.

18. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the FHEL nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

19. ARBITRATION

Arbitration Clause: "Any dispute or difference whatsoever arising between the parties and of or relating to construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by the Arbitrator in accordance with the Arbitration and



Conciliation Act, 1996 as amended and the Award made in pursuance thereof shall be final and binding on the parties. "Arbitration Agreement" means an agreement refer to in Section 7 of the Arbitration and Conciliation Act, 1996. "Arbitration Award" includes an interim award. Party means a party to the agreement. It is agreed between the parties that FHEL shall give the name of three members of Arbitrators who shall be impartial and not related to the company and the hirer shall firstly agree to any of the Arbitrators named therein. In case the parties do not agree for the appointment of the said Arbitrators then the Arbitrator shall be appointed under the rules of the Delhi High Court Arbitration Centre by anyone or more Arbitrators appointed in accordance with the rules.

The parties agree to submit the dispute and the arbitration shall take place at Delhi. The place of arbitration shall be Delhi High Court arbitration Centre.

20. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the CEO/FHEL, shall be issued or taken on his behalf by the official, in charge of the FHEL, or officer so nominated by the Competent Authority. The contractor shall furnish to CEO/FHEL, the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given.

21 WAIVER OF DAMAGES

21.1 In case of Accidents, fire, fog, congestion, etc., the Officer In-charge, FHEL may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Officer In-charge is brought out clearly on record.

21.2 Notwithstanding anything contained hereinabove, the CEO/FHEL shall be the Authority to consider waiver of any damages imposed under this contract, by the Officer In-charge, in part or full, at his sole discretion.

22. SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of FHEL. In case the contractor contravenes this condition, FHEL shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.



23. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

24. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meanings of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of FHEL, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Accepting Authority, who can amend the FHEL's condition/clause of contract if required.

25. LIABILITY FOR LABOUR LAW

Labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the tenderer. He shall specifically ensure completely with following Laws/Acts and their enactments/amendments.

- The Payment of Wages Act, 1936
- The Factory Act, 1948
- The Workmen's Compensation, 1923
- The Employees Provident Fund Act, 1952
- The Contract Labour (Regulation and Abolition) Act, 1970
- The Payment of Bonus Act, 1965
- The Payment of Gratuity Act, 1972
- The Equal Remuneration Act., 1976
- The Employees State Insurance Act, 1948
- The Industrial Disputes Act, 1947.
- The Employment of Children Act, 1938
- The Motor Vehicles Act,
- Any other applicable law.



CHAPTER V

ELIGIBILITY CRITERIA

Documentary evidence of the party’s qualification to participate in the tender –
The bidders shall establish to the FHEL satisfaction through proper documentation its Techno Commercial eligibility. To do this bidder should read this section very carefully and comply with all requirements of submission of authentic/required documents;

1) Financial Credibility - The tenderer should have achieved a minimum gross turnover of Rs. 18,83,300/- (Rupees Eighteen Lacs Eighty Three thousand and Three hundred only) per annum in his/her business (in the same name in which he/she is submitting his/her offer) during any one of four financial years – previous four years (2014-15, 2015-16, 2016-17, 2017-18) in the same name / firm composition in which he is applying for this tender. In case of change in the name of the firm / company due to merger/acquisition/takeover, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheet and Profit & Loss accounts for the years (2014-15, 2015-16, 2016-17, 2017-18) should be duly attached. However for 2017-18 unaudited reports certified by chartered accountant / chartered accountant’s certificate shall be accepted.

Please mention here the documents attached.....
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2) Experience:-

The tenderer should have experience of handling in food industry (preferably fruit & vegetables / food products) works amounting of Rs. 18,83,300/- (Rupees Eighteen Lacs Eighty Three thousand and Three hundred only) in a single contract **OR** a total of Rs. 37,66,500/- (Rupees Thirty Seven Lakh Sixty Six thousand and Five hundred only) during last four financial years – previous four years (2014-15, 2015-16, 2016-17, 2017-18) – in the same name / firm composition in which he is applying for this tender.



All the prospective bidders are expected to submit their experience in the following format:

(On the letter head of the company issuing the certificate)

“This is to certify that M/s _____ have worked as our Handling contractor for the work of handling of fruits & vegetables / Food products at our facility at _____ and that M/s _____ has completed the job assigned to him/them satisfactorily.

The details of the works handled by them during the previous ___ years have been asunder;

S. No.	Year	Value of Work Handled (Rs.)	Place of Work
1			
2			
3			
4			

* For the four financial years – i.e. immediately previous four years (e.g. 2014-15, 2015-16, 2016-17, 2017-18).

3) Net Worth: The tenderer must have a positive net worth based upon latest completed (audited) annual accounts.

Date:

Signature
Name:
Designation of Signing Authority
Seal of the Company

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ANNEXURE-I

CHECK LIST FOR BID SUBMISSION

S. No.	Description	Yes / No
1	Complete Tender Document Duly Signed and Stamped	
2	Envelope “C” – as per Chapter I clause 3 - containing Envelope -“A” (containing documents as per clause 1 of Chapter I) and Envelope - “B” (containing Schedule of Rates as per Clause 2 of Chapter – I)	
3	Ensured Envelope -“A” contains <ul style="list-style-type: none">• Earnest Money• Tender Document Fee• All the documents required to prove your eligibility &• All other required document, As per Chapter – I clause 1 & 7	
4	Ensure Envelope -“B ” contains “Schedule of Rates” only, As per Annexure - II	
5	Earnest Money Deposit as per Clause 1, of Chapter - II	
6	Tender Document Fee as per clause 2 of page 1 of the tender document.	
7	Duly signed & stamped All the documents required to prove your eligibility & All other required document , As per Chapter – I	
8	Proof of Employment (PF & ESI Registration) As per Chapter – 1, Clause 7	
9	Proof of Registration? As per Chapter – II, Clause 3	
10	Self-Attested Audited Balance Sheet and Profit and Loss account for 2014-15, 2015-16, 2016-17 and 2017-18 towards Minimum Avg. Turnover? As per Chapter – V, Clause 1	
11	Have you submitted the Minimum Work of Similar Nature (self-attested duly signed PO’s and respective Satisfactory completion Certificate)? As per Chapter – V, Clause 2	
12	Self-Attested PAN Card copy, Chapter I Clause 7	
13	Self-Attested GST Registration copy, Chapter I Clause 7	
14	Notarized Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.	

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ANNEXURE-II

RATE SCHEDULE FOR THE CONTRACT OF CARGO HANDLING AT CA STORE, RAI, SONIPAT

The schedule of quantities are only an approximate estimate of the volumes expected and shall not be a basis for any dispute with regard to the rates quoted by the tenderer / contractor or for the alteration of Terms and Conditions, including General Conditions. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities mentioned against each category. The rates for Cargo Handling at CA store, Rai, Sonipat for various categories of work for different types of cargo are quoted as under:

Rates for Cargo Handling:

Activity Description	Annual Volume (in MT) Approx.	Rate per MT	
		In figures	In words
<u>INWARD CYCLES</u>			
<u>C-1:</u> Inward Cargo (Plastic Bins) Handling (Unloading from vehicle and shifting and stacking in CA Chambers/any other nominated place in the CA Store.	a) With individual Bin Weighment	500	
	b) Without individual Bin Weighment	500	
<u>C-2:</u> Inward Cargo Handling (in Bins) (CFB Cartons Handling without grading and sorting on machine)	A) Without Sorting i.e. counts, grades and quality.	1,000	
	B) With Sorting i.e. counts, grades and quality.	1,000	
Activity Description	Unit	Rate per Unit	
		In figures	In words
<u>C-3:</u> Inward Cargo Handling by unloading cargo from trucks on Pallets and moving these pallets to chambers manually /with the help of MHE.			

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<u>ANNUAL VOLUME INDICATED UNDER EACH CATEGORY.</u>			
1) Aloo Bori Store Loading (80 kgs approx.) <u>625 Bori</u>	1 Bori		
2) Aloo Bori Truck Unloading (80 kgs approx.) <u>625 Bori</u>	1 Bori		
3) Aloo Katta Store Loading (50 kgs approx.) <u>1000 Katta</u>	1 Katta		
4) Aloo Katta Truck Unloading (50 kgs approx.) <u>1000 Katta</u>	1 Katta		
5) Aloo weighment per Bori/Katta <u>1000 Bori/Katta</u>	1 Bori/ Katta		
6) Aloo Bori/Katta Palti in the store/chamber <u>1000 Bori/Katta</u>	1 Bori/ Katta		
7) Orange/ Shimla Apple /Banana Crate truck Unloading <u>1,00,000 box</u>	1 Box		
8) Orange/Shimla Apple /Banana Crate Store Loading. <u>1,00,000 box</u>	1 Box		
9) J&K Apple Petti (approx 15 to 19 kgs) Store Loading <u>1,00,000 Petti</u>	1 Petti		
10) J&K Apple Petti (approx 15 to 19 kgs) Truck Unloading <u>1,00,000 Petti</u>	1 Petti		
11) Half Case Dabba Himachal/J&K Apple truck Unloading <u>1,00,000 Half Case Dabba</u>	1 Half Case Dabba		
12) Half Case Dabba Himachal/J&K Apple Apple Store Loading <u>1,00,000 Half Case Dabba</u>	1 Half Case Dabba		
13) Half Case (Plum/Almonds/Grapes) truck Unloading <u>5,500 Half cases</u>	1 Half Case		

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14) Half Case (Plum/Almonds/Grapes) Store Loading <u>5,500 Half cases</u>	1 Half Case		
15) Kiwi Tray/ Half Case Cherri truck Unloading <u>8,000 Tray/ Half cases</u>	1 Tray / Half Case		
16) Kiwi Tray/ Half Case Cherri Store Loading <u>8,000 Tray/ Half cases</u>	1 Tray / Half Case		
17) Juice ka Dabba Truck Unloading (50 Kgs approx) <u>1000 Dabba</u>	1 Dabba		
18) Juice ka Dabba Store Loading (50 Kgs approx) <u>1000 Dabba</u>	1 Dabba		
19) Chana/Rajma/Termeric/Dhania/Lal Mirch/Chuara/Makhana/Chidwada/ Supari Bori (80 kgs) Truck Unloading <u>625 Bori</u>	1 Bori		
20) Chana/Rajma/Termeric/Dhania/Lal Mirch/Chuara/Makhana/Chidwada/ Supari Bori (80 kgs) Store Loading <u>625 Bori</u>	1 Bori		
21) Almond/ Kaju/Rajma/Chana/Imli katta upto 50 kgs Store Loading <u>1000 Katta</u>	1 Katta		
22) Almond/ Kaju/Rajma/Chana/Imli katta upto 50 kgs Truck Unloading <u>1000 Katta</u>	1 Katta		
23) Rajma/Chana etc Kiryana Thali (30 kgs) Store Loading <u>1600 Thali</u>	1 Thali		
24) Rajma/Chana etc Kiryana Thali (30 kgs) Truck Unloading <u>1600 Katta</u>	1 Thali		
25) Dudh Katta/Rasgula tin (upto 50 kgs) Store Loading <u>1000 Tins/Kattas</u>	1 Tin/ Katta		
26) Dudh Katta/Rasgula tin (upto 50 kgs) Truck Unloading <u>1000 Tins/Kattas</u>	1 Tin / Katta		

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27) Kishmish/ Khajur Dabba (upto 25 Kgs) Store Loading <u>2000 Dabba</u>	1 Dabba		
28) Kishmish/ Khajur Dabba (upto 25 Kgs) Truck Unloading <u>2000 Dabba</u>	1 Dabba		
29) Khajur/Aam Papad (80 kgs) Store Loading <u>625 Bori</u>	1 Bori		
30) Khajur/Aam Papad (80 kgs) Truck Unloading <u>625 Bori</u>	1 Bori		
31) Aam Papad/ Khajur (Big Packing) Store Loading <u>1000 Katta</u>	1 Katta		
32) Aam Papad/ Khajur (Big Packing) Truck Unloading <u>1000 Katta</u>	1 Katta		
33) Half case Dry Fruit/Egg Box (10 kgs) Store Loading <u>5000 Half Case / Box</u>	1 Half Case / Box		
34) Half case Dry Fruit/Egg Box (10 kgs) Truck Unloading <u>5000 Half Case / Boxes</u>	1 Half Case / Box		
35) Egg Tray Store Loading, <u>2,00,000 trays</u>	1 Trays		
36) Egg Tray Truck Unloading <u>2,00,000 trays</u>	1 Trays		
Activity Description			
	Annual Volume (in MT) Approx.	Rate per MT	
		In figures	In words
<u>C-4:</u> Inward Cargo (Crates/Bins/Boxes) Handling and running on automated grading sorting machine	1,000		
<u>OUTWARD CYCLES:</u>			
<u>OC-1:</u>Outward Cargo Handling (shifting bins from chamber to the sorting area) without Loading in the vehicle	3,000		

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Activity Description	Unit	Rate per Unit	
		In figures	In words
<u>OC-2: Outward Cargo Handling - manually removing packages from chambers Ground / mezzanine floors to pallets & loading them in trucks</u> <u>ANNUAL VOLUME INDICATED UNDER EACH CATEGORY.</u>			
1) Aloo Bori Store Unloading (80 kgs approx.) <u>625 Bori</u>	1 Bori		
2) Aloo Bori Truck Loading (80 kgs approx.) <u>625 Bori</u>	1 Bori		
3) Aloo Katta Store Unloading (50 kgs approx.) <u>1000 Katta</u>	1 Katta		
4) Aloo Katta Truck Loading (50 kgs approx.) <u>1000 Katta</u>	1 Katta		
5) Aloo weighment. <u>1000 Kattas/pcs.</u>	1 Katta/ pcs.		
6) Aloo Bori/Katta Palti in the store/chamber <u>1000 Bori/Katta</u>	1 Bori/ Katta		
7) Orange/ Shimla Apple /Banana Crate truck Loading <u>1,00,000 Box</u>	1 Box		
8) Orange/ Shimla Apple /Banana Crate Store Unloading. <u>1,00,000 Box</u>	1 Box		
9) J&K Apple Petti (approx 15 to 19 kgs) Store Unloading <u>1,00,000 Petti</u>	1 Petti		
10) J&K Apple Patti (approx 15 to 19 kgs) Truck Loading <u>1,00,000 Patti</u>	1 Petti		
11) Half Case Dabba Himachal/J&K Apple truck Loading <u>1,00,000 Half Case Dabba</u>	1 Half Case Dabba		

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12) Half Case Dabba Himachal/J&K Apple Apple Store Unloading <u>1,00,000 Half Case Dabba</u>	1 Half Case Dabba		
13) Half Case (Plum/Almonds/Grapes) truck Loading <u>5,500 Half cases</u>	1 Half Case		
14) Half Case (Plum/Almonds/Grapes) Store Unloading <u>5,500 Half cases</u>	1 Half Case		
15) Kiwi Tray/ Half Case Cherri truck Loading <u>8,000 Tray /Half cases</u>	1 Tray / Half Case		
16) Kiwi Tray/ Half Case Cherri Store Unloading <u>8,000 Tray/ Half cases</u>	1 Tray / Half Case		
17) Juice ka Dabba Truck Loading (50 Kgs approx) <u>1000 Dabba</u>	1 Dabba		
18) Juice ka Dabba Store Unloading (50 Kgs approx) <u>1000 Dabba</u>	1 Dabba		
19) Chana/Rajma/Termeric/Dhania/Lal Mirch/Chuara/Makhana/Chidwada/Supari Bori (80 kgs) Truck Loading <u>625 Bori</u>	1 Bori		
20) Chana/Rajma/Termeric/Dhania/Lal Mirch/Chuara/Makhana/Chidwada/Supari Bori (80 kgs) Store Unloading <u>625 Bori</u>	1 Bori		
21) Almond/ Kaju/Rajma/Chana/Imli katta upto 50 kgs Store Unloading <u>1000 Katta</u>	1 Katta		
22) Almond/ Kaju/Rajma/Chana/Imli katta upto 50 kgs Truck Loading <u>1000 Katta</u>	1 Katta		
23) Rajma/Chana etc Kiryana Thali (30 kgs) Store Unloading <u>1600 Thali</u>	1 Thali		

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24) Rajma/Chana etc Kiryana Thali (30 kgs) Truck Loading <u>1600 Thali</u>	1 Thali		
25) Dudh Katta/Rasgula tin (upto 50 kgs) Store Unloading <u>1000 Katta/Tin</u>	1 Katta/ Tin		
26) Dudh Katta/Rasgula tin (upto 50 kgs) Truck Loading <u>1000 Katta/Tin</u>	1 Katta /Tin		
27) KishMish/ Khajur Dabba (upto 25 Kgs) Store Unloading <u>2000 packs</u>	1 Dabba		
28) KishMish/ Khajur Dabba (upto 25 Kgs) Truck Loading <u>2000 packs</u>	1 Dabba		
29) Khajur/Aam Papad (80 kgs) Store Unloading <u>625 Bori</u>	1 Bori		
30) Khajur/Aam Papad (80 kgs) Truck Loading <u>625 Bori</u>	1 Bori		
31) Aam Papad/ Khajur (Big Packing) Store Unloading <u>1000 Katta</u>	1 Katta		
32) Aam Papad/ Khajur (Big Packing) Truck Loading <u>1000 Katta</u>	1 Katta		
33) Half case Dry Fruit/Egg Box (10 kgs) Store Unloading <u>5000 Half Case/Box</u>	1 Half Case / Box		
34) Half case Dry Fruit/Egg Box (10 kgs) Truck Loading <u>5000 Half Case/ Box</u>	1 Half Case / Box		
35) Egg Tray Store Unloading <u>2,00,000 Trays</u>	1 Trays		
36) Egg Tray Truck Loading <u>2,00,000 Trays</u>	1 Trays		

Signature of the tenderer with company seal.....



Activity Description	Annual Volume (in MT) Approx.	Rate per MT	
		In figures	In words
<u>OC-3:</u> Outward cargo handling (De-stacking bins from chamber and loading of packed apples / fruit boxes in vehicle) (i.e. without sorting and packing)	500		
<u>OC-4:</u> Outward cargo handling (Weighment of spoilage and dumping the same)	100		
<u>OC-5:</u> Outward cargo handling (De-stacking of bins and loading boxes in the vehicle after packing by the party.)	100		
<u>OC-6:</u> Bin & Crate Washing			
a) Bins	15,000 Nos.		
b) Crates	1,000 Nos.		
<u>OUT OF THE CYCLE WORKS</u>			
<u>OUT 1:</u> Loading of empty bins from anywhere in the CA premises into the trucks and preparation of data capture sheet as instructed by shift in charge. Rates to be quoted on per bin basis.	5,000 NOS.		
<u>OUT 2:</u> Loading of empty crates in the trucks and preparation of data capture sheet. Rates to be quoted on per crate basis.	50,000 NOS.		
<u>OUT 3:</u> For any other allied work related to operation providing of labour on per day wages basis.	250 days		
<u>OUT 4:</u> For any other allied work related to operation providing of forklift operator on per day wages basis.	16 months		
<u>OUT 5:</u> Loading / Unloading of Bulk Packing i.e. packages above 50 kgs e.g. in case Rice or any other product.	1,000 MT		

Signature of the tenderer with company seal.....



<u>Store Management Cycle – SMC – 1</u> For providing Round the Clock Warehouse/Store Management Service i.e. by deployment of qualified supervisory staff, Data Entry Operators, Fork Lift Operator, Loading/Unloading manpower. Management staff to manage the above and also to coordinate with other contractors like House Keeping, O&M Contractor, Security and also with FHEL officers and staff (all concerned law compliances to be adhered to)	1 year		
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- Note: 1. Above rates are all inclusive except GST which is payable extra as applicable.**
- 2. Wherever word cargo is mentioned it includes cartons/ bins/crates/Bori/Katta/Trays/Tins/Dabba or any other packing.**
- 3. The above quantities are indicative only. Billing will be done on actuals.**

(Signature and Company Seal)



ANNEXURE-III

SPECIMEN OF AGREEMENT

FRESH & HEALTHY ENTERPRISES LIMITED

**AGREEMENT FOR ACTING AS CA STORE HANDLING CONTRACTOR FOR
FRESH & HEALTHY ENTERPRISES LIMITED AT RAI SONIPAT**

Contract Agreement No. _____
Dated _____

This agreement made this _____ Day of _____ Two Thousand and --- between the FRESH & HEALTHY ENTERPRISES LTD., HSIIDC Estate, Rai, Sonipat represented herein by the CEO (hereinafter called FHEL) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of **Providing Professional Services for Cargo Management at CA store at RAI, SONIPAT** at the rates and under the terms and conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with FHEL to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by FHEL, the contractor shall duly perform the said operations in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of FHEL and will carryout the work in accordance with the terms and conditions of contract with effect from [..... day of, 20-- up to day of, 20--] and will observe, fulfil and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and FHEL hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, FHEL will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by FHEL.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

CONTRACTOR

FOR AND ON BEHALF OF
FRESH & HEALTHY ENTERPRISES LTD.

Signature of the tenderer with company seal.....



WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.



ANNEXURE-IV

SPECIMEN OF BANK GUARANTEE

1. In consideration of FRESH & HEALTHY ENTERPRISES LTD., acting through the CEO, HSIIDC Industrial Estate, Rai, Sonipat, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to provide professional service for cargo handling at CA store at RAI SONIPAT on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to FRESH & HEALTHY ENTERPRISES LTD., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by cargo therein or the FRESH & HEALTHY ENTERPRISES LTD., by reason of any failure of the contractor to handle cargo safely in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the CEO, FRESH & HEALTHY ENTERPRISES LTD., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the FRESH & HEALTHY ENTERPRISES LTD., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....].
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the FRESH & HEALTHY ENTERPRISES LTD., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the FRESH & HEALTHY ENTERPRISES LTD., or until the end of one year and six months from the date of issue (whichever is later) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the FRESH & HEALTHY ENTERPRISES LTD., within four months from the date of expiry of aforesaid agreement.



5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by FHEL. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the FRESH & HEALTHY ENTERPRISES LTD. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the FRESH & HEALTHY ENTERPRISES LTD., that the FRESH & HEALTHY ENTERPRISES LTD., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the FRESH & HEALTHY ENTERPRISES LTD., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the FRESH & HEALTHY ENTERPRISES LTD., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the FRESH & HEALTHY ENTERPRISES LTD., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. Be limited to a sum of [Rs.....].
 - b. Be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE



ANNEXURE-V

IMPORTANT DATE:

S No.	Particulars	Date	Time (Hrs.)
1	Publishing Date	18.10.2018	--
2	Document Sale Start Date	18.10.2018	14:00
3	Document Sale End Date	09.11.2018	15:00
4	Seek Clarification Start Date	22.10.2018	14:30
5	Seek Clarification End Date	26.10.2018	16:00
6	Pre Bid Meeting Date	26.10.2018	15:00
7	Bid Submission Start Date	06.11.2018	14:00
8	Bid Submission End Date	09.11.2018	15:00
9	Bid Opening Date	09.11.2018	15:30

Signature of the tenderer with company seal.....