



## Fresh & Healthy Enterprises Ltd.

(A Wholly Owned Subsidiary of Container Corporation of India Ltd.,  
A Government of India Enterprises, Under Ministry of Railways)  
Zonal office Shimla, 2<sup>nd</sup> Floor, HPMC Building, Subzi Mandi, Shimla.



**FHEL** Himachal Pradesh (INDIA)-171001 Ph. +91177-2801000, Tel/ Fax. +91177-2803352.

### NOTICE INVITING TENDER (NIT NO: FHEL/ZO\_SHIMLA/08/TPT/2009/001)

FHEL invites Tender for following works under two bid systems;

S.N.	Description	Quantity	Period of sale of tender documents	Submission/opening date/time
1	Transportation of Apples	9500 MT	29/06/09 to 16/07/09	17/07/09, 15:00/15:30 hrs

For details log on to [www.concorindia.com](http://www.concorindia.com) Link 'Tenders / Auctions'.

Amendments/corrigendum, if any, would be hosted on web site only

**DGM (CCP)**

1. Sealed tender is invited under two bid system for above tender.

2. Tender documents for above tender can be obtained from our office at above mentioned address during a period as mentioned in column 4 above on all working days from 9:30 hrs to 17:00hrs by making payment of Rs.1000/- + 4% VAT for each document by way of Demand Draft drawn from National/Scheduled banks in favour of 'Fresh and Healthy Enterprise Limited' payable at Shimla. If documents are required by post/courier Rs 200/- 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](http://www.concorindia.com) Link Tenders/Auctions. If documents are downloaded from website, a demand drafts for Rupees one thousand in Favour of 'Fresh and Healthy Enterprises limited' payable at Shimla, should be enclosed with 'Techno Commercial Bid'.

3. Transportation of Apples' tender documents will be available at above address of Zonal office Shimla as well as at our CA store Rai office which is located at, "CA Store, HSIDC Industrial Estate, RAI, Distt. SONPAT, HARYANA (INDIA)-131029) **Contact person Sh. Ramesh Babu, Manager (Tech.) mob no. 099960-29366/ 099960-29370**

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

1.	Transportation	16:00 hrs on 14/07/2009	At Shimla office
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Pre bid meetings will be held for Transportation at Zonal office , 2<sup>nd</sup> Floor, HPMC building, Subzi Mandi, Shimla. Pre bid meeting is a question answer session to clarify any doubts regarding terms and conditions of bid documents, technical requirements etc.

5. 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 15:00 hrs on dated as mentioned in last column to **DGM (CCP)** at Shimla for Transportation of apples. Please note that late received tenders and tenders received without EMD and Tender document fee (where applicable) are liable for rejection.

6. FHEL reserves the right to accept/reject any or all tenders received without assigning any reason whatsoever.

**DGM (CCP)**

# **FHEL**

## **FRESH AND HEALTHY ENTERPRISES LTD.**

**(A Subsidiary of CONCOR)**

**Government of India Enterprise, Under Ministry of Railways**

**TENDER NO: FHEL/SHIMLA/08/TRPT/2009/**

**TENDER DOCUMENT FOR THE CONTRACT FOR  
ROAD TRANSPORTATION OF APPLES FROM  
VARIOUS DISTRICTS OF HIMACHAL PRADESH TO  
RAI (SONEPAT DISTT., HARYANA), / AZADPUR,  
DELHI IN TRUCKS.**

## **C O N T E N T S**

### **" PART I CONDITIONS CONFIRMATION BID"**

SECTION-I	TENDER FORM
SECTION-II	TENDER LETTER
SECTION-III	ELIGIBILITY CRITERIA
SECTION-IV	INSTRUCTIONS FOR FILLING AND SUBMITTING TENDER
SECTION-V	OTHER TERMS AND CONDITIONS
SECTION-VI	AGREEMENT FORMAT
SECTION-VII	PROFORMA FOR PERFORMANCE SECURITY

### **PART II PRICE BID**

SECTION – VIII	PRICE BID- SCHEDULE OF RATES
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**NOTE:** All documents from section I to section VII are part of "Part I – Conditions Confirmation Bid" to be enclosed in envelope 'A'. Part II, Section VIII is a part of price bid, to be enclosed in separate envelope 'B'. Both envelopes to be enclosed in Envelope 'C'

# FRESH AND HEALTHY ENTERPRISES LIMITED

## Section -I

### Tender form

### TENDER FOR THE CONTRACT FOR ROAD TRANSPORTATION OF APPLES FROM VARIOUS LOCATIONS IN HIMACHAL PRADESH TO RAI (SONEPAT DIST., HARYANA) AND AZADPUR, DELHI IN TRUCKS

1. Serial number assigned to the Tender Form \_\_\_\_\_
2. Date of Issue \_\_\_\_\_
3. Tender issued to \_\_\_\_\_

	<b>Important Dates &amp; Times</b>	
	Sale of tender documents	From 29.06.09 to 16.07.09 from RAI & Shimla offices
	Pre bid meeting	16:00 Hrs of 14.07.09 at Shimla
	Last Date & Time for submitting tender	15:00Hrs of 17.07.09 at Shimla
	Tender Opening Date & Time	15:30 Hrs. on 17.07.09 at Shimla

**Signature and stamp of the official issuing the tender**

# FRESH AND HEALTHY ENTERPRISES LIMITED

## Section II

### Tender letter

To,  
The Dy. General Manager –cold chain,  
Fresh and Healthy Enterprise Limited  
HPMC Building, 2<sup>nd</sup> floor  
Subji Mandi , Shimla – 1

Dear Sir,

*Subject: “Tender for contract for Road Transportation of Apples from various Districts of Himachal Pradesh to Rai (Sonapat Dist., Haryana) and Azadpur (Delhi)*

Subject to the instructions and conditions given in the tender documents in connection with above mentioned contract, I/We hereby tender for the contract for Road Transportation of Apples from various Apple Growing locations of Himachal Pradesh to Rai (Sonapat Dist., Haryana) and Delhi market via CA Store, Rai in Trucks for M/s. FHEL at the transportation rates specified in the **“Part – II Price Bid for transportation / Schedule of rates (SOR)”** annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract/leasing documents and I/We/am agree to abide by all these terms and conditions laid therein

1. **A sum of Rupees 20,000/- (Rupees Twenty thousand only) towards Earnest Money in the form of pay order / demand draft no..... dated ..... in favour of “FRESH AND HEALTHY ENTERPRISES LIMITED”, payable at Shimla.**
2. I/We agree to keep this tender open for a period of 120 (One twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (One twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.
3. We accept all the terms and conditions.

Yours faithfully,

Name & Signature of Tenderer

### **Section III**

**ELIGIBILITY CRITERIA:** The Transporter should have at least 30 trucks (20 LCV and 10 HCV) in name of the participating company or attached to it.

**Documents Required:** To become eligible, the transporter should submit self attested photocopies of RC books to prove ownership and self attested photocopies of Power of Attorney from owner of vehicle /vehicles to prove attachment for utilization.

## Section IV

### INSTRUCTIONS FOR FILLING AND SUBMITTING TENDER

#### 1. Cost of tender documents :

The bidder shall furnish as part of its bid, a tender document fee in the form of demand draft/pay order of Rs.1000/ in Favour of 'Fresh and Healthy Enterprises Ltd' payable at Shimla along with Part I, Conditions conformation bid in Envelope 'A' (details in clause 6, submission of bids). This is applicable only if, the tender documents are downloaded from website.

#### 2. Earnest Money (refundable):

The Bidder shall furnish as part of its bid, Earnest Money of **Rs.20000.00 (Rupees Twenty thousand only)** in the form of Demand Draft in favour of Fresh and Healthy Enterprise Ltd. , payable at Shimla. The EMD should be enclosed in Envelope 'A' (details in clause 6, submission of bids)

Unsuccessful bidder's Earnest Money will be discharged / returned as promptly as possible without any interest after finalization of tender.

The successful bidder's Earnest Money will be discharged upon the bidder's executing the Contract and furnishing the performance security or same may be adjusted in performance security

The Earnest Money may be forfeited:

- a. If a Bidder withdraws his bid during the period of bid validity specified by the purchaser.
- b. In case of a successful bidder, if the bidder fails to sign the Contract within 10 days of Letter of Acceptance or if bidder fails to furnish performance security within specified time.

**The offers submitted without Earnest Money will be summarily rejected.**

***Note:** Small Scale Industrial Units registered with National Small Industries Corporation (NSIC) are exempted from depositing the Earnest Money subject to submission of necessary proof that they are currently registered with NSIC in respect of the items required in this tender. The above clause shall be applicable only with respect to Earnest Money and cost of tender documents and not with respect to the Performance Guarantee that shall have to be submitted in terms of Clause of 2 of Section IV - Special Conditions of Contract.*

### **3.0 Performance Security Deposit**

3.1 The successful Tenderer whose rates are finally accepted must deposit Security Deposit for successful performance under the contract, a sum equal to 5% of contract value within 10 days from the date of the communication of award of contract of tenders and execute an agreement in the prescribed form. The Security Deposit amount must be deposited by way of a Bank Guarantee in the format given by FHEL OR as pay order OR as Demand Draft issued by a nationalized /scheduled bank drawn in favour of "Fresh and Healthy Enterprises Limited, New Delhi" within the time limit specified above. If he declines or fails to remit the amount as mentioned above in the prescribed format towards Security Deposit, the entire amount of EMD will be forfeited.

5% of contract value will be deducted from bills towards performance security. Total performance security amount is 10% of Contract Value.

3.2 The date of signing of agreement will be treated as the date of commencement of contract.

3.3 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 adjust /recover any loss and / or damage that FHEL may suffer or sustain by reason of the failure of the contractor to observe and in performance 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 being made from the security deposit within fifteen days of the date of demand to this effect, failing which FHEL shall deduct the same from the amounts due to the contractor.

3.4 The Security deposit referred to above shall be forfeited by FHEL in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to FHEL's right to rescind the contract and other rights and remedies warranted by law.

3.5 The security deposit shall, subject to any deduction that may be made therefrom, be returned to contractor within four calendar months after completion of contract and on issuance of "NO DUES CERTIFICATE" by the Official In charge, even if there is any delay the Contractor will not be entitled to any interest.

3.6 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 contractor singly or jointly with others and FHEL, FHEL 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 sufficient until the dispute is settled and determined. The contractor shall have no claim for compensation or other wise for any such detention made by FHEL.

3.7 No interest will be payable on Security Deposit.

3.8 Security deposit will be refunded within One Month on satisfactory completion of contract after deductions if any as mentioned above.

#### 4) Payment Mechanism

Payment to the successful tender would be made on the following basis:-

a) For the work undertaken from fruit growing areas to collection centres on a weekly basis on production of GRs and challans of FHEL and certification of having delivered the consignments in the manner as described in clause 4(b) below

b) That FHEL shall make the payments to the tenderer or to a person duly authorized by the tenderer on the receipt of Apple boxes at the final destination. The payment will be made for 95% of total payable freight amount. 5% amount will be deducted towards security deposit. If 95% of bill amount is less than 20000/-, the cheque on the name of the transporter, driver or self cheque can be given to the driver on the same day. If 95% of the bill amount is above Rs 20,000/-, the amount above Rs 20,000/- will be paid by cheque on the name of the transporter. This cheque can also be given on the same day to driver. Payments will be calculated by taking standard box containing 20 Kg Apples.

#### 4. Period of validity of Bid

The bid shall remain valid for minimum 120 days from the date of opening of "Part I- Conditions Confirmation bid).

#### 5. Submission of Bids

a) All offers shall be either typewritten or written neatly in indelible ink and should be signed by the authorized signatory of the firm on all the pages of the Tender Document.

b) All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.

c) The price offer shall be in the **prescribed price format** enclosed with the tender documents as **Part II**.

d) **Bids :-**

(I) **Envelope 'A'**: EMD and 'Part I- Conditions confirmation' and documents proving eligibility requirement should be sealed in this envelope super scribed as '**Part I- Conditions confirmation bid**'. The envelopes should bear the name and address of the bidder.

(II) **Envelope 'B'**: Part II, the price bid should be enclosed in this envelope. All the figures should be written in words also. Over

writing should be avoided, if there is any same should be countersigned. White ink should not be used at all. All sheets should be signed and stamped. The envelopes should bear the name of bidder and words *“Part II-Price bid for transportation/Schedule of Rates (SOR)”* written boldly.

- (III) **Envelope ‘C’:** Both envelope ‘A’ and ‘B’ individually sealed should be further sealed together in Envelope “C”. **This envelope should be super scribed as “Tender for Transportation of Apples”.** The name and address of the bidder should be mentioned on the envelope

**NOTE:** No modification of bid will be allowed subsequent to the deadline for submission.

## 6.0 **Study of Local Conditions**

The Tenderer/Bidder is advised in his own interest to visit the various sites of work and acquaint himself with all local conditions, means of access to the work, nature / pattern of work etc.

## 7.0 Last date for receipt of Bids

All bids in sealed cover must be delivered to the Office of  
Dy.General Manager (cold chain),  
HPMC Building, 2<sup>nd</sup> Floor  
Subji Mandi-177001

Not later than 15:00 hrs on 17 .07.2009. *No request for extension of the date of submission will be entertained.*

## 8.0 Opening of Bids

The bids will be opened in the presence of the bidders’ representatives who choose to attend, at 15.30hrs on 17.07.2009 at Shimla address as mentioned above at (5).Please note that only “Part I - Conditions Confirmation bids” will be opened on this date and price bids will be sealed in presence of bidder representatives . The price bids of qualified bidders will be opened at a later date which will be informed to qualifying bidders.

- i) The bidders’ representatives who will be present shall sign in register evidencing their attendance. In the event of the specified bid opening date

being declared a holiday for the FHEL, the bid shall be opened at the same time and same location on the next working day.

- ii) The bidders' names, bid withdrawals, presence of EMD, and such other details, will be announced at the time of bid opening.
- iii) Bids received after deadline for submission but before opening of the tenders may be opened as "delayed tender" at the discretion of FHEL subject to approval by competent authority and dealt similar to other tenders. Tenders received after time of opening of tender will be summarily rejected and returned unopened to the bidder.

9. **Clarification of Bids**

- a. Any clarification on bid document can be sought in writing and should reach this office latest by 16:00 hrs of 14.07.09.
- b. To assist the examination, evaluation and comparison of bids the FHEL may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted.

10. **Volume of Work** : Estimated quantity of Apple boxes ( 20kg aprox.) to be transported may be around 4.75 lakhs from different areas of Himachal Pradesh. Majority of quantity is expected to be from districts of Kinnaur, Shimla and Mandi. However it may be noted that the quantity projections are only estimates. The payment will be done only for the actual quantity transported. The transporter shall open a control room near Shimla to control /monitor the movement of fruit carrying trucks where both the parties shall deploy their personnel and maintain a record of movement/ demand and supply of the trucks, the second party shall also make arrangement for putting Khas-Khas (the material which is used on the sides of desert cooler) on the two sides of truck. The arrangement for spraying water on the loaded trucks in this station should be made in order to cool down the temperature of fruits to some extent. It will be preferred that the transporter engage some dedicated trucks to FHEL during season and put flat type water tank over driver cabin for wetting khas-khas. The cost of providing this facility should be quoted separately on per truck basis. The control room will also control and monitor the movement of trucks so that trucks at Rai reach at desired frequency. The service charges for monitoring truck movements and spraying of water should be quoted separately on per truck basis as per the format of price bid. The contractor has to provide this service irrespective of whether trucks belong to him or to any union or to any other agency. The volume of work given above is only an estimate and payment will be releases only for the actual work done.

## Section V

### General terms and Conditions

- 1) The Tender Form is not transferable under any circumstances.
- 2) All pages of the Tender document 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 Annexure 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.
- 3) Each folio of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with the official seal at the time of submission.
- 4) 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
- 5) Tenders containing omission or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by full signature of the Tenderer and dated. White ink should not be used.
- 6) FHEL reserves the right to seek any further clarification / information and / or reject any or all tender without assigning any reason or to extend the date of submission and opening of the tender.
- 7) The rates quoted for each station would be applicable for an area of 10 Kms on both sides of the stations.FHEL reserves the right to decide the rate of a particular station not covered in the lists of stations on the basis of average Kms rate applicable in the vicinity of the quoted rates.
- 8) FHEL also reserves the right to give all parts of the contract to one bidder or divide it between two or more bidders as it deems fit without assigning any reason. While, overall preference of FHEL would be for single contractor to do all the jobs, in case of the work being divided, (i) no party can refuse on grounds that all jobs have not been given to it as otherwise the EMD will be forfeited; and (ii) the parties will have to deposit specified amounts of Security Deposit separately to the extent stipulated in the tender in such an event.
- 9) FHEL reserves the right to re-tender or modify the terms and conditions of the tender at any stage. It also reserves the right to negotiate the rates with the lowest Tenderer (L-1).
- 10) The Tenderer shall not increase his / their quoted rates in case the FHEL administration negotiates for reduction of rates. Such negotiations shall not

amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the Tenderers.

- 11) The tender document in which tender is submitted by a Tenderer shall become the property of FHEL and FHEL shall have no obligation to return the same to the Tenderers.
- 12) Canvassing in connection with tenders is strictly prohibited and the tender submitted by the Tenderer who resorts to canvassing will be liable for rejection.
- 13) The Tenderer shall treat the contents of the tender documents as private and confidential.
- 14) All rates shall be quoted only on the proper form (Part-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the Tenderer or his authorised signatory as described in sub Paras above.
- 15) Any overwriting in the "Part II-Price bid for transportation/Schedule of Rates (SOR)" should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the Tenderer/Bidder or his authorized signatory. The total number of cutting on each page must be mentioned on the bottom of each page.
- 16) Failure to comply with the conditions will render the Tender liable to be rejected.
- 17) **Non Performance:** The deployment of trucks beyond stipulated date and time shall attract a penalty of Rs 1000/- per truck. If the deployment is beyond one day, the truck(s) will be deployed at Risk and Cost of Contractor. Extra expenditure, if any, will be debited to contractor. In case the transporter fails to place the trucks as per requirement of area In-charge or DGM(CCP) repeatedly and regularly, the FHEL will be at liberty to cancel the contract and deploy trucks from market at **Risk and Cost** of the Contractor (Transporter) for the balance quantum of work. Any extra expenditure incurred on this account will be debited from Contractor (Transporter). A penalty of Rs 1500/- will be imposed: if there is failure in truck reaching destination within 30 hours from Shimla zone area, 40 hours from Kalpa & below Kalpa area and 46 hours beyond Kalpa area from the time of loading in normal circumstances. Penalty will be Rs 2500/- in case delivery/reporting exceeds 36 hours from Shimla zone area, 46 hours from Kalpa & below Kalpa area & 52 hours beyond Kalpa area. Waiver of penalty under circumstances beyond controls of the transporter can be considered at the discretion of FHEL.

## Section VI

### Agreement- Amended

Agreement made on this day \_\_\_\_\_ of \_\_\_\_\_, 2009 between M/s Fresh and Healthy Enterprise Ltd a wholly owned subsidiary of Container Corporation of India (A Government of India Enterprise under Ministry of Railways), having its registered office at HSIIDC, Rai, Sonapat, through its \_\_\_\_\_, hereinafter called the first party, which expression unless repugnant to the context, shall include its successors, executors, administrators and agreed assignees of the first party.

AND

M/s \_\_\_\_\_ hereinafter the second party, which expression unless repugnant to the context, shall include their successors, administrators and assignees of the second part.

Whereas the first party is willing to utilize the transport infrastructure available with the second party for the carriage of Apples in CFB cartons from various collection centres of Districts of Kinnaur, Shimla, Kullu and Mandi, tentative list of the stations is attached, and any other specified destination and whereas the second party has agreed by mutual consent to deploy sufficient trucks for Apples / Pears transportation operation for financial year 2009-10 as per terms and condition herein as under:-

1. That the second party shall have a fleet of minimum 30 trucks owned or attached with them (20 trucks should be combination of LCV and MCV and 10 trucks should be HCV) and shall submit list of trucks with their numbers and copy of registration certificates in the first instance. The consent of the owners in the form of Power of Attorney providing the vehicles to the second party for utilization during season should be provided.
2. That the second party shall complete the assigned job as per the direction / instructions of the first party.
3. That the trucks deployed by the second party shall ply on all the roads where HRTC buses operate in the area or roads duly passed by competent authorities.
4. That if any shortage of apple / pear boxes is detected at the market, C.A./ Cold Storage or sale / auction point while unloading of trucks, the second party (the transporter) shall be liable to pay the cost of

apple to the first party at the rate of Rs 1500/- per box and at the rate of Rs. 1000/- per box for Kinnaur and Shimla apples respectively.

5. That the first party shall pay freight to the second party at the rate, finally agreed after negotiation from the collection centres in Districts of Kinnaur, Shimla, Kullu and Mandi and other areas to the Controlled Atmosphere Store at Rai, pre cooling site and other terminal markets of the country on the rates given in the enclosed Annexure-A, which forms an integral part of the agreement.
6. No increase in the freight shall be entertained during the Apple season 2009-2010. Any dispute with the truck owner at any stage during the period of agreement shall be the entire responsibility of the second party and the first party shall not be responsible for the same.
7. That the first party shall pay freight on the basis of actual receipt of Apple / Pear boxes at the last destination.
8. That the first party shall deduct an amount as per the verbal / written advice of the second party from the total freight, to be released to the second party on reconciliation of accounts.
9. That the first party shall charge at the rate of Rs.1500/- per box & Rs. 1000 per box for Kinnaur & Shimla in case of non-delivery of apples at the designated destination as per Challan/G.R.
10. That the first party shall make the payments to the second party or to a person duly authorized by the second party on the receipts of Apple boxes at the final destination as described in 10a and 10b.
  - 10 (a) For the work undertaken from fruit growing areas to collection centres on a weekly basis on production of GRs and challans of FHEL and certification of having delivered the consignments in the manner as described in clause 10 (b) below.
  - 10 b) That the FHEL shall make the payments to the second party or to a person duly authorized by the second party on the receipts of Apple boxes at the final destination. The payment will be made for 95% of total payable freight amount. 5% amount will be deducted towards security deposit If 95% of the bill amount is less than Rs 20,000/-, the cheque on the name of transporter, driver or self cheque can be given on the same day to the driver. If 95% of bill amount is above Rs.20000/-, the amount above Rs.20000/- will be paid by cheque on the name of transporter. This cheque can also

- be given on the same day to driver. Payments will be calculated by taking standard box containing 20 Kg apples.
11. That all applicable statutory dues (e.g TDS) will be deducted while making freight payments. That the first party shall issue T.D.S certificate after deducting the T.D.S from the second party. T.D.S amount shall be deducted as applicable under the income Tax Act.
  12. That the first party shall have right to impose penalty of Rs.1000/-per truck if the deployment is beyond stipulated date and time(in 10 hrs). If the deployment is beyond one day, the truck(s) will be deployed at the risk and cost of contractor. Extra expenditure if any will be debited to contractor. A penalty of Rs.1500/- will be imposed; if there is a failure in truck reaching destination within 30 hrs from Shimla zone area, 40 hours from Kalpa & below Kalpa area and 46 hours beyond Kalpa area from the time of loading in normal circumstances. Penalty will be Rs.2500/- in case delivery / reporting exceeds 36 hours from Shimla zone area, 46 hours from Kalpa & below Kalpa area & 52 hours beyond Kalpa area. Waiver of penalty under circumstances beyond control of transporter can be considered at the discretion of FHEL.
  13. That the first party shall have the right to terminate the agreement without assigning any reason whatsoever by giving One week notice in case the second party fails to deploy trucks as per the requirement of area in charge or DGM (CCP) repeatedly and regularly for 7 days. The first party shall make efforts to arrange transport on its own at the cost and risk of the second party and differential amount over and above the agreed rates shall be recovered from the second party in addition to forfeiting of the Bank Guarantee /Security Deposit. Further in case the fruit gets spoiled at the collection centres/Road Head/ at Site due to non timely providing of trucks by the second party, the cost of spoiled / rotten fruits shall be recovered from the second party at the rate of Rs.1500/- per box and Rs. 1000/- per box for Kinnaur and Shimla apples respectively.
  14. That the second party shall deploy trucks as per requirement in accordance with instructions of the In charge at any given time for local deployment/transportation from orchards to pre cooling site or any other collection centre.
  15. The Second party shall deploy their personnel at the pre cooling site / Sub Office and the collection Centres and maintain a record of the demand for trucks and the supply of the trucks.

16. The second party shall open a control room near Shimla to control/ monitor the movement of fruit carrying trucks where both parties shall deploy their personnel and maintain a record of movement/ demand and supply of the trucks. Arrange for spraying water on loaded trucks in the station should be made in order to cool down the temperature of fruit to some extent. It will be preferred that transporter engage some dedicated trucks to FHEL during season. The cost of providing this facility should be quoted separately on per truck basis. The control room will also control and monitor the movement of trucks so that trucks at Rai reach at desired frequency. The service charges for monitoring truck movement and spraying of water should be quoted separately on per truck basis as per the format of price bid. The contractor has to provide this service irrespective of whether trucks belong to him or to union or to any other agency.
17. That the second party shall provide irrevocable performance Bank Guarantee of Rs. \_\_\_\_\_ lakhs (equivalent to 5% of contract value) as performance guarantee to fulfill the obligations contained in the agreement. The Bank Guarantee shall be valid for a period of 150 days from the date of award of contract and it is to be submitted within 15 days of award of contract. Additionally 5% amount will be deducted from every bill towards performance security. If any clause of the agreement is violated, the first party shall have the right to forfeit the same without assigning any reason.
18. That the first party shall not pay any demurrage charges for detention of the truck up to 12 hours from the time of reporting at the destination. However, 12 hrs counting will be applicable if truck reaches between 9 hrs to 16 hrs. If truck reaches beyond 16 hrs, it will be presumed that the truck has reported at 9 hrs of next day. The second party shall be entitled for demurrage charges beyond 12 hours charges @ Rs.500/- per day per truck subject to above. The transporter will have to take date and time endorsement from FHEL official or a person nominated by FHEL on LR's for claiming demurrage.
19. That the second party shall make arrangements to lift even smaller quantities of apple from designated collection Centres/ Road head/ site immediately on arrival/ demand and make a full truck load at a convenient place. No excuse in this regard shall be entitled.
20. That in case the fruit grower wish to deliver the consignment by arranging his own transport at pre cooling site, the second party shall have no objection in this regard.

21. That the second party quoted rates for each station would be applicable for an area of 10 kms on both sides of stations. The first party reserves the right to decide the rate of a particular station not covered in the list of stations on the basis of average Km rates applicable in the vicinity of quoted rates.
22. That in case of operator union in the concerned apple producing area expands its area of operation which is not covered under transport union area at present or formation of new unions, in that case second party either shall sort out the issue with formation of new unions, in that case, the second party either shall sort out the issue with the concerned transport unions at his own level or first party shall make transport arrangements with that transport union to avoid delay in transportation and the second party shall have no objection and right/claim what so ever in this regard the first party shall not have any liability towards second party in such eventuality.
23. That the second party may get weighed each truck carrying apple boxes at any one of the available weighment bridge such as at APMC Dhalli/ Parwanu etc on its way to CA store Rai/Delhi & other markets from apple producing area & shall handover weighment slip to concerned officer of FHEL at CA Store/ market. The charges on this account would be refunded to transporter/ truck driver as per detail.
24. All incoming trucks must report at Shoghi and \_\_\_\_\_ otherwise a penalty of Rs. 500/- will be imposed at Rai.
25. Incase any trucks detained at Shoghi and \_\_\_\_\_, only transit time benefit will be given at Rai.
26. Trucks should reach C.A. store Rai within 30 hours from Shimla Zone area, 40 hours from Kalpa & below Kalpa area & 46 hours beyond Kalpa area starting from orchards. Any truck arriving 2 hours before the scheduled time will be rewarded with Rs. 500/-.
27. That the second party may quote their rates from nearest roadhead at orchard in Shimla zone and Kinnaur area to C.A store Rai and from C.A store Rai to Subzi Mandi Delhi Market separately. In eventuality of the fruit getting rejected for CA storage the same shall be reloaded in the truck and sent to Azadpur Mandi for sale at agreed rates under this agreement.
28. FORCE MAJEURE:

That the non fulfillment of the obligations contained in the agreement by the parties here to shall not constitute the default herein under or give rise to any claim for damages or loss. If such delay or failure is caused by occurrence beyond the control of the party affected, such as acts of God or the public enemy expropriation, compliance with any order or request of any Government authority or the person purporting to act. Therefore, act of war whether declared or undeclared, public disorder, rebellion, or sabotage, floods, riots, civil commotion, epidemic, accident, fire or earthquake or any other cause whether or not of the class or kind of these specifically named above not within the control of the parties effected and which by the exercise of reasonable diligence, the transporters was unable to prevent providing notice of any such cause is given within seven days.

29. That in case of any dispute/ question arising out of the agreement, the same shall be referred to the arbitration of the sole person to be appointed by the Managing Director/CEO of the first party whose decision shall be conclusive and binding upon both the parties.

30. JURISDICTION:  
That all dispute arising out of this agreement shall be subject to the jurisdiction of New Delhi.

IN WITNESS OF THE PARTIES HERETO HENCE AFFIXED THEIR RESPECTIVE SEALS AND SIGNED AT ..... ON .....

Witnesses  
1.....  
.....

For and on behalf of first party

2.....

For and behalf of second party

## Section VII

### Performance Bank Guarantee Format

In consideration of Fresh and Healthy Enterprises Limited (hereinafter referred to as FHEL) with registered office at 'Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110 001 (A Govt. of India Undertaking, under Ministry of Railways) , having agreed to permit M/s .....

.....(Hereinafter called the said contractor) to transport apples from various districts in Himachal Pradesh including to Rai (Sonapat) and Azadpur (Delhi) in trucks on the terms and conditions of the agreement dated ..... made between.....and .....on production of a Bank Guarantee for Rs..... (Rs.....only),we.....

.Bank, (hereinafter referred to as the Bank do hereby undertake (and promise) to pay to Fresh and Health Enterprises Limited an amount not exceeding Rs.....against any loss or damages/caused to or would be caused to /suffered by or would be suffered by M/s Fresh and Healthy Enterprises Ltd. by reason of any failure of the contractor to carry safely in contravention of the terms and conditions contained in the said agreement

1 We....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from Fresh and Healthy Enterprise Limited, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by M./s \_\_\_\_\_ to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.....

2 We..... 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 Fresh and Healthy Enterprises Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before \_\_\_\_\_(specify the date of validity). We shall be discharged from all liability under this guarantee thereafter.

(a) 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 and Healthy Enterprises Ltd. or until the date of the expiry of the B.G. mentioned above, i.e; \_\_\_\_\_ (whichever is earlier) and no claim shall be valid under this guarantee after this date

(b) Provided that we .....bank unconditionally undertake to renew this guarantee or to extend the period of guarantee within 3 (three) months before the expiry of the period of the guarantee on being called upon to do so by FHEL. If the guarantee is not renewed or the period extended on demand, we..... Bank shall pay the Fresh and Healthy Enterprises Ltd. the full amount of the guarantee on demand and without demur

3 We..... Bank, further agree with the Fresh and Healthy Enterprises Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of said transport contract from time to time or to postpone for any time or from time to time exercise any of the powers exercisable by the Fresh and Healthy Enterprises Ltd. against the said transport contractor and to forbear 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 any breach, Act or commission on the part of the Fresh and 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.

4 This guarantee will not be revoked by any change in constitution of the Bank and or of the surety.

5 We.....Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Fresh and Healthy Enterprises Ltd. in writing.

Date:

Officer's signature with Bank Seal

Fresh & Healthy Enterprises Limited  
PART-II  
SECTION-VIII

Price Bid Format  
Rate per box

S.N.	Location From	Appx. Distance to Rai	Total Quantity	Transportation of Apple Boxes to CA Store, Rai						Transportation of Apple Boxes to Delhi via CA Store Rai					
				Normal Size Trucks (HMV)			Medium Light Vehicles (Small/medium Size Trucks/Tempo)			Normal Size Trucks (HMV)			Medium Light Vehicles (Small/medium Size Trucks/Tempo)		
				Appx. Qty. of Boxes	Rate Per box		Appx. Qty. of Boxes	Rate Per box		Appx. Qty. of Boxes	Rate Per box		Appx. Qty. of Boxes	Rate Per box	
					Amt. in Figures	Amt. in Words		Amt. in Figures	Amt. in Words		Amt. in Figures	Amt. in Words		Amt. in Figures	Amt. in Words
<b>Shimla Zone</b>															
1	Khadralla area	428	2000	450			1350			50			150		
2	Narain Bahali area	455	2000	450			1350			50			150		
3	Gopalpur area	474	5000	1125			3375			125			375		
4	Dugru area		20000	4500			13500			500			1500		
5	Dofda/Mashnoo area	482	5000	1125			3375			125			375		
6	Sarahan area	494	2000	450			1350			50			150		
7	Deothi area	482	5000	1125			3375			125			375		
8	Madhavni area	413	2000	450			1350			50			150		
9	Kanahar/Khaneti area	418	2000	450			1350			50			150		
10	Kacheenghati/Kareothi/Chhabishi area	412	2000	450			1350			50			150		
11	Nag Patijubal area	416	3000	675			2025			75			225		
12	Thathal Nala area	454	1000	225			675			25			75		
13	Zaban/Dalash area	462	3000	675			2025			75			225		
14	Chowai area	445	2000	450			1350			50			150		
15	Kandaghai/Amarbaug area	462	10000	2250			6750			250			750		
16	Arsu area	469	2000	450			1350			50			150		
17	Chunaghai/Domeri area	487	2000	450			1350			50			150		
18	Deem Area	479	1000	225			675			25			75		
19	Nagadhar/Nankheri area	434	1000	225			675			25			75		
20	Kuhal area	492	5000	1125			3375			125			375		
21	Sharaikoti (Trai) area	502	2000	450			1350			50			150		

(SIGNATURE OF THE TENDERER WITH SEAL)

**Fresh & Healthy Enterprises Limited**

**PART-II**

**SECTION-VIII**

**Price Bid Format**

<b>Kinnaur Area</b>													
22	Bhaba	497	2500	563			1688			63			187
23	Katgaon	522	7000	1575			4725			175			525
24	Nichar	523	5000	1125			3375			125			375
25	Kilba	533	2000	450			1350			50			150
26	Ralli	534	2000	450			1350			50			150
27	Kanai	543	7500	1688			5063			188			562
28	Chansu	552	5000	1125			3375			125			375
29	Barang/ Tangling/Shong Tong	552	20000	4500			13500			500			1500
30	Sapni	554	7500	1688			5063			188			562
31	Sangla/Kamru	554	10000	2250			6750			250			750
32	Shong	556	5000	1125			3375			125			375
33	Rekong Peo	556	5000	1125			3375			125			375
34	Batseri	564	5000	1125			3375			125			375
35	Pangi	564	5000	1125			3375			125			375
36	Purbani	564	15000	3375			10125			375			1125
37	Raksham	568	5000	1125			3375			125			375
38	Kalpa/ Duni	569	25000	5625			16875			625			1875
39	Chitkul	590	2000	450			1350			50			150
40	Urni	540	5000	1125			3375			125			375
41	Kafnu	533	5000	1125			3375			125			375
42	Yangpa 1st	536	5000	1125			3375			125			375
43	Roghi	569	2000	450			1350			50			150
44	Nigulsari	494	3000	675			2025			75			225
45	Lamber	607	3000	675			2025			75			225
	<b>Total</b>		<b>237500</b>	<b>53439</b>			<b>160314</b>			<b>5939</b>			<b>17811</b>

Note: 1. In case of normal vehicle about 525 cases and in medium/ small size trucks/tempo about 300 to 400 apple boxes respectively will be allowed for loading.

2. A standard CFB box contains normally 5 layers of apple in trays will be packed.

3. L1 will be decided based on overall freight rates for entire quantity. However FHEL reserves the right to award the entire work to one or more bidders at its own discretion.

(SIGNATURE OF THE TENDERER WITH SEAL)

Fresh & Healthy Enterprises Limited  
PART-II  
SECTION-VIII

Price Bid Format

Rates for Retransportation of Empty cartons.

S.N.	From CA Store, Rai to Procurement Station	Appx. Total Truck/trips for return of empty cartons	Normal Size Trucks (HCV)			LCV/MCV (Small Size Trucks/Tempo)		
			Mention truck model	Rate per Trip (Amt. in Rs.)		Mention truck model	Rate per Trip (Amt. in Rs.)	
				Amt. in Figures	Amt. in Words		Amt. in Figures	Amt. in Words
<b>Kingal area:</b>								
	Dugru area	3						
	Gopalpur area	2						
	Mashnoo area	2						
	Kandaghai area	3						
	Chunaghai/Arsu area	1						
	Nag/Karewthi area	1						
	Narain Bahali area	1						
<b>Rekong Peo Area:</b>								
	Rekong Peo Area	10						
	Bhaba/Katgaon/Kafnu	4						
	Sangla/Batseri	4						
	Ribba	6						
	Pooh	4						
	Namgia	3						
	Ropa/Giabong	4						
<b>Gumma/Kotkhai area:</b>								
	Gumma/Kotkhai area	4						
	Kiari Area	2						

Note: 1. The no of trucks/trips mentioned are only tentative . It may increase/decrease depending upon operational requirements.

2. The tender will be evaluated only on the basis of freight rates quoted for loaded trucks and return freight rate will not be taken into consideration for the purpose.

3. FHFL reserves the right to negotiate rates with L1 bidder. Negotiation can also be done for return freights depending upon lowest rates received.

Quoting of Rates for Installation of Control Room for controlling the movements of vehicles near Shimla(Preferably at Shoggi, near Parwanu & Rampur/ Kingal) along with arrangements for water spraying on loaded trucks of Apple in order to bring down the temperature of fruit. The cost to this effect will be inbuilt in the freight rates in case of tendered transport contractor.

However, the trucks carrying fruits from unionised area/other transporters the transporter to quote rate on per truck basis for such facilities & the rats be quoted in the following format:

The bidder may quote below the rates for providing services of monitoring truck movement and water spraying on trucks. Rates to be quoted on per truck basis.

S.N.	Particulars	Tentative apple cases	Appx. Total Truck	Amt. in Figures	Amt. in Words
1	Normal Size Trucks (HMV)	400 & above upto about 525 c/s	588		
2	Medium Light Vehicles (Small Size Trucks/Tempo)	Upto 400 c/s	475		

Note: A vehicle carrying 400 apple cases & above cases will be treated as Heavy Motor Vehicle (HMV) & below this quantity Small, MLV/Tempo.

1. The Tender will be evaluated only on the basis of freight rates quoted for loaded trucks only and these rates for providing above mentioned service will not be taken into consideration for the purpose.

2. FHFL reserves the right to negotiate these rates with L1 bidder depending upon the lowest rates received for these services.